

RESOLUTION NO. 47-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PACIFICA AND
PACIFICA FIRE FIGHTERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2021
THROUGH JUNE 30, 2023**

WHEREAS, a Memorandum of Understanding has been negotiated in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") and agreed to by the Pacifica Fire Fighters Association, and the Pacifica Fire Fighters Association bargaining unit has ratified the Memorandum of Understanding; and

WHEREAS, said Memorandum of Understanding, as ratified by the Pacifica Fire Fighters Association Bargaining Unit and as approved by the City Attorney, is attached hereto along with revised salary schedules for the Pacifica Fire Fighters Association; and

WHEREAS, said Memorandum of Understanding has been approved by the City Council at its meeting held on August 23, 2021 and authorization given for the City Manager to execute said agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Pacifica that certain wages, salaries, fringe benefits, and working conditions as described in said Memorandum of Understanding with members of the Pacifica Fire Fighters Association, copy attached (Exhibit A), are hereby authorized for the period of July 1, 2021 through June 30, 2023; and

BE IT FURTHER RESOLVED, that in accordance with California Government Code 570.5(a), the salary schedules listed under Appendix A of the Memorandum of Understanding are approved and adopted.

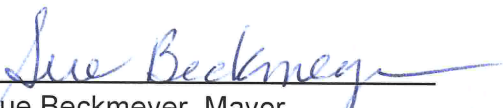
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on August 23, 2021 by the following vote:

AYES, Councilmembers: Beckmeyer, Bier, Bigstycyk, O'Neill, Vaterlaus.

NOES, Councilmembers: n/a.

ABSENT, Councilmembers: n/a.

ABSTAIN, Councilmembers: n/a.


Sue Beckmeyer, Mayor

ATTEST:


Sarah Coffey, City Clerk

APPROVED AS TO FORM:



Michelle Kenyon, City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

THE CITY OF PACIFICA

AND

PACIFICA FIRE FIGHTERS ASSOCIATION

REPRESENTED BY

**SAN MATEO COUNTY
FIRE FIGHTERS
IAFF LOCAL 2400**

July 1, 2021 through June 30, 2023

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PACIFICA
AND
PACIFICA FIRE FIGHTERS ASSOCIATION

Represented by
SAN MATEO COUNTY FIRE FIGHTERS IAFF LOCAL 2400

The Pacifica Fire Fighter Association (“PFFA”), represented by the San Mateo County Fire Fighters IAFF Local 2400, and representatives of the City of Pacifica have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of bargaining unit represented employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such unit represented employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned for salary and unit represented employees benefit adjustments for the period commencing July 1, 2021 through June 30, 2023.

As used throughout this Memorandum of Understanding, the pronoun designation he or his is intended to be applicable to both the male and female gender.

SECTION 1. RECOGNITION

1.1 Union Recognition

The City of Pacifica recognizes the Pacifica Fire Fighters Association (“PFFA”) and the International Association of Fire Fighters, Local 2400, AFL-CIO as the employee organization representing a majority of the bargaining unit represented employees included below. The Unit consists of all employees in classifications as may be added to the Unit by the City during the term of this Memorandum.

Classifications included in the Unit:

Fire Fighter-Engineer
Fire Captain
Fire Fighter Trainee*

* The classification of Fire Fighter Trainee is intended for new unit represented employees during the attendance of the Fire Fighter Recruit Academy only.

1.2 City Recognition

The City Manager or designee of the City of Pacifica or any person or organization duly authorized by the City Manager or designee, is the representative of the City of Pacifica, hereinafter referred to as the "City" in employer-employee relations.

SECTION 2. ORGANIZATION SECURITY

2.1 Dues Deduction

The City shall rely on a written certification from the Union requesting a deduction or reduction from employees' salaries or wages confirming that the Union has and will maintain individual signed employee authorizations affirmatively consenting to dues deductions consistent with the law. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

Based on the certification from the Union described above, the City shall deduct monthly, the amount of Union regular and periodic dues and fees, insurance premiums, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union. Dues deduction for any individual shall be made only upon the written request of the Union.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office at the address specified by the Union.

The City shall provide the Union with a list of newly hired unit members as required by Section 4.1.

The unit member's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When a unit member is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the unit member deposit the amount with the City which would have been withheld if the unit member had been in pay status during that period. If a unit member is in a non-pay status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, the City shall not deduct Union dues. In this connection, all other required deductions have priority over the Union dues and unit member organization deduction.

2.1.1 Changes or Cancellation of Deductions

Dues deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall direct employee requests to cancel or change deductions to the Union. As required by state law, the City shall rely on information provided by the Union regarding whether deductions for the Union were properly canceled or changed.

2.2 Indemnification

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this Section 2. The Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.3 Development of Law

In the event any portion of the California Government Code is amended to address the transfer of monies between the Union and the City, the parties will reopen this section of the MOU to meet and confer regarding the change in law.

2.4 Government Code Provisions Incorporated By Reference

The parties incorporate by reference the provisions of Government Code sections 1150- 1157.12.

2.5 Use of City Facilities

City unit members or the Union, or its representatives may, with the prior approval of the Assistant City Manager, be granted the use of City facilities for meetings of City unit members provided space is available, and provided further such meetings are not used for organizing activities or membership drives of City unit members.

2.6 Use of Bulletin Boards

The Union shall be allowed use of available bulletin board space in the fire stations for communications having to do with official Union business; provided that material posted is not derogatory to City officials and employees or other employee organizations in the judgment of the Fire Chief. All materials must be dated and must identify the organization that published them.

2.7 Advance Notice of Rules and Regulations

In cases of emergency when the City Manager determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, the City Manager or the Assistant City Manager shall provide such notice and opportunity to meet at the earliest practicable time following adoption of such rule, resolution or regulation.

2.8 Employee Information

The City shall provide the Union President and Union Secretary-Treasurer with a digital file via email containing the name, job title, department, work location, work, home and personal cellular telephone number, personal email addresses on file with the employer, and home address of any newly hired employee in bargaining unit classifications represented by the Union within thirty (30) days of the date of hire or by the first pay period of the month following hire. The City shall also provide the Union representatives with a list of that same information for all existing unit employees at least every 120 days.

SECTION 3. NO DISCRIMINATION

There shall be no discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, or legitimate unit member organization activities against any unit member or applicant for employment by the Union or by the City or by anyone employed by the City. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

SECTION 4. UNION REPRESENTATIVES

4.1 Bargaining Unit Contact Information.

To the extent required by Government Code Section 3558, the City shall provide the Union President with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. The City shall also provide the Union a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the City.

4.2 Union Access to New Employee Orientation

The City will provide a written statement to each new bargaining unit represented employee that the classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. The City will provide the employee with a packet

of information and an electronic membership application form supplied by the Union. The City will provide the Union President not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining unit employees, including the date, time and location of the orientation meeting. If a bargaining unit represented employee's first day or work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and the City will instead provide as much advance notice as reasonably possible of the orientation meeting.

4.3 Attendance at Meetings by Unit Members

Unit members who are official representatives or unit representatives of the Union may be required to submit a written request for excused absence to their respective department heads, with an information copy to the Assistant City Manager, prior to a scheduled meeting with management representatives, or to be present at hearings where matters within the scope of representation are being considered. Such written request shall be submitted at least two (2) working days prior to such scheduled meetings, whenever possible. City unit members who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of city services as determined by the City Manager. Such unit member representatives may be required to submit a written request for excused absence to their respective department heads, with an information copy to the Assistant City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of unit members excused for such purposes shall not exceed two (2).

4.4 Access to Work Locations

Reasonable access to unit represented employees work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours unless approved in advance by the City Manager or his designated representative.

SECTION 5. PAY PLAN

5.1 FY 2021-2022 Salary Schedule

5.1.1 Effective **July 1, 2021**, the City shall improve the salary schedule for all bargaining unit classifications by **two percent (2%)** over the January 2020 Fire Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.

5.1.2 Effective July 1, 2021, the City shall provide an additional one percent (1%) equity adjustment over the January 2020 Fire Salary Schedule for current unit represented employees in active, paid status on the effective date.

5.1.3 Range (B) salaries shall include two and one-half percent (2-1/2%) for attainment of Educational Incentive Certificate, described in Section 20 of this Agreement. The salary schedule shall be entitled "FY 2021-2022 Fire Salary Schedule" and shall be attached to this Agreement as Appendix A-1.

5.2 FY 2022-2023 Salary Schedule

5.2.1 Effective July 1, 2022, the City shall improve the salary schedule for all bargaining unit classifications by three percent (3%) over the FY 2021-2022 Fire Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.

5.2.2 Effective July 1, 2022, the City shall provide an additional one percent (1%) equity adjustment over the FY 2021-2022 Fire Salary Schedule for current bargaining unit represented employees in active, paid status on the effective date.

5.2.3 Range (B) salaries shall include two and one-half percent (2-1/2%) for attainment of Educational Incentive Certificate, described in Section 20 of this Agreement. The salary schedule shall be entitled "FY 2022-2023 Fire Salary Schedule" and shall be attached to this Agreement as Appendix A-2.

5.3 One-Time Lump Sum Payment for FY 2021-2022 and FY 2022-2023 (American Rescue Plan Act of 2021 Funds)

FY 2021-2022 The City will provide current bargaining unit represented employees in active, paid status on the effective date of this MOU a one-time non-PERSable lump sum payment equivalent to one-percent (1%) of base salary on the pay date for the next full pay period after Council approval of the MOU.

FY 2022-2023 The City will provide current bargaining unit represented employees in active, paid status on the effective date of this MOU a one-time non-PERSable full sum payment equivalent to one-percent (1%) of base salary on the pay date for the next full pay period after July 1, 2022.

5.4 401(a)(h) Plan

5.4.1 401(a)(h) Plan -- Contributions Held In Abeyance

The parties acknowledge that prior to the January 12, 2015, effective date of the 2015-2018 Agreement, the 2010-2012 MOU included the provision, “Three percent (3%) of the monthly pay of all members of this unit will continue to be placed in a 401(a)(h) plan, enabling members of this unit to pay health insurance premiums after retirement on a pretax basis.”

In the preceding MOU (i.e. 2015-2018 Agreement), the parties agreed that this 401(a)(h) provision shall be held in abeyance during the term of the 2015-2018 Agreement, the abeyance shall extend beyond the expiration of the 2015-2018 Agreement, and the City shall make no contribution to the 401(a)(h) plan until and unless the parties negotiate a new City contribution to the existing 401(a)(h) plan.

5.4.2 2021-2022

Effective with the first pay date following City Council approval of this MOU, each pay period in FY 2021-2022 each bargaining unit represented employee will make a one percent (1%) of their base pay contribution to their 401(a) account for FY 2021-2022.

Effective with the first pay date following City Council approval of this MOU, the City shall make a one percent (1%) of each bargaining unit represented employee’s base pay matching contribution to each bargaining unit represented employee’s 401(a) account for FY 2021-2022.

5.4.3 FY 2022-2023

Effective with the first pay date following July 1, 2022, each pay period in FY 2022-2023 each bargaining unit represented employee will make a one percent (1%) of their base pay contribution to their 401(a) account for FY 2022-2023.

Effective with the first pay date following July 1, 2022, each pay period in FY 2022-2023, the City shall make a one percent (1%) of each bargaining unit represented employee’s base pay matching contribution to each bargaining unit represented employee’s 401(a) account for FY 2022-2023.

The City’s 1% matching contribution to the employees 401(a) account ceases as of the last pay period for FY 2022-2023.

5.5 Rates of Pay

The rates of pay set forth in Section 5 represent the standard rate of pay for full-time employment for each classification. Compensation for unit represented employees working less than full-time shall be adjusted proportionately.

The rates of pay set forth in Section 5 represent the total compensation due unit represented employees, except for overtime compensation and other benefits specifically provided for by the City Council or this Memorandum of Understanding.

The rates of pay set forth in Section 5 do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to City employment.

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing the total by 2080 for forty-hour (40) workweek unit represented employees.

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing the total by 2912 for fifty-six (56) hour unit represented employees.

EMT Certificate. Unit represented employees who possess and maintain an EMT Certificate, including EMT D when the Pacifica Fire Department has such a program, shall receive the EMT incentive pay of four and one-half percent (4.5%) of the top step Fire Fighter base pay.

Paramedic Pay. Paramedics officially designated by the department/City shall receive twelve and one-half percent (12.5%) of the top step Fire Fighter base pay.

5.6 Salary for New Unit Represented Employees

Except as herein otherwise provided, the entrance salary for a new unit represented employee entering the classified service shall be the minimum salary for the class to which such new unit represented employee is appointed. In cases of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be at any step set by the City Manager, whose decision shall be final. Such a salary may not be more than the maximum salary for the class to which the unit represented employee is appointed.

5.7 Conversion of Rates

Any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable. Such conversion shall not contravene the provisions of this Memorandum of Understanding.

5.8 Pay Days

Unit represented employees shall be paid bi-weekly, normally on a Friday every other week. Paychecks will be available Thursday evening at Headquarters Station. When a holiday is celebrated on a Friday payday, unit represented employees normally will be paid on the regular workday immediately preceding that Friday.

5.9 Salary Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of service. All increases shall be based on merit as established by record of the unit represented employee's performance and shall require recommendation of the Fire Chief and approval by the City Manager. Standards of performance shall become progressively higher as the unit represented employee advances through the salary range. In case of inferior work, lack of application, or indifferent attitude, increase in salary may be withheld, or the salary of the unit represented employee may be reduced to a lower step within the established salary range for this classification upon recommendation of the Fire Chief and approval of the City Manager. Any regular unit represented employee shall be given a written statement of the justification for reduction in salary and shall be entitled to appeal as provided in Section 18 (Grievances).

If the City Manager at any time determines that it is in the City's interest, he may assign a unit represented employee to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range steps.

Subject to the provisions of this Section, individuals appointed to the position of Fire Captain may be considered eligible for increase in salary according to the following plan:

Step 1 upon the appointment to the position of Captain.

Step 2 upon completion of twelve (12) months' satisfactory service at Step 1.

Step 3 upon completion of twelve (12) months' satisfactory service at Step 2.

Subject to the provisions of this Section, individuals appointed to the position of Fire Fighter-Engineer may be considered eligible for increase in salary according to the following plan:

Step 1 upon completion of a Fire Academy and permanent placement on a shift or if a Fire Academy is not available upon permanent assignment to shift duty by the Fire Chief.

Step 2 upon completion of six (6) months' satisfactory service.

Step 3 upon completion of six (6) months' satisfactory service at Step 2 and possession of a valid California driver's license, as required by the State of California for all fire vehicles, when the City utilizes any vehicle requiring such license.

Step 4 upon completion of twelve (12) months' satisfactory service at Step 3.

Step 5 upon completion of twelve (12) months' satisfactory service at Step 4.

Step 6 upon completion of twelve (12) months' satisfactory service at Step 5 and satisfactory completion of nine (9) college units in fire science or related courses.

5.10 Salary Upon Transfer or Promotion

The transfer of a unit represented employee shall not be cause for a change in salary.

All unit represented employees of the City upon promotion shall be entitled to an increase in salary of at least one step but not less than five percent (5%) above their current salary; provided, however, that in no event shall the unit represented employee receive more than the maximum salary for the classification.

5.11 Work Out of Classification

A Fire Fighter-Engineer or Captain assigned by the Fire Chief or his designated representative to perform the duties of a Fire Captain or Battalion Chief in an acting basis for six (6) hours shall receive acting pay which shall be computed at five percent (5%) more than such Fire Fighter-Engineer's or Captain's current salary for all hours worked in such higher classification. Work assignments shall not be changed for the purpose of evading this requirement of providing acting pay to a Fire Fighter-Engineer or Captain who would otherwise be eligible for such acting pay as provided herein.

SECTION 6. ANNIVERSARY DATE

For all purposes except eligibility for salary increases a unit represented employee's anniversary date shall be the date of initial hire. For the purposes of salary administration in cases of promotion, demotion or reinstatement, the anniversary date shall be the effective date of the promotion, demotion or reinstatement.

SECTION 7. DAYS AND HOURS OF WORK

7.1 Work Schedule

The regular work~~week~~ schedule for unit represented employees in the classification of Captain, and Fire Fighter Engineer shall consist of two (2) twenty-four (24) on-duty periods within a six (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period
O = 24 hour off-duty period

XXOOOXXOOOXXOOOXXOOO

These unit represented employees are referred to as 56-Hour unit employees. In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally scheduled to work December 24th will be reassigned to work December 23rd.

7.2 Fair Labor Standards Act

The above work schedule consists of a 24-day (twenty-four day) 182 hour FLSA cycle. 56-Hour unit represented employees are regularly scheduled to work 192 hours during the 24-day FLSA cycle. 56-Hour unit represented employees shall receive ten (10) hours of pay at a rate equal to one-half (1/2) the regular rate of pay for the ten (10) hours the 56 Hour unit represented employee is regularly scheduled to work over 182 hours for the 24-day, 182 FLSA cycle.

7.3 Change of Shift

If the shift assignment of a unit represented employee who is assigned to a shift is changed while the currently used work schedule is in effect, authorized work time shall not constitute overtime if the following schedule is maintained:

- (A) Change from "A" Shift to "B" Shift: unit represented employee works first (1st) day on "A" shift, then works second (2nd) day on "B" shift.
- (B) Change from "A" Shift to "C" Shift: Unit represented employee works first (1st) day on "A" shift, then works second (2nd) day on "C" shift.
- (C) Change from "B" Shift to "A" Shift: Unit represented employee works first (1st) day on "B" shift, then works second (2nd) day on "A" shift.
- (D) Change from "B" Shift to "C" Shift: Unit represented employee works first (1st) day on "B" shift, then works both days on "C" shift.
- (E) Change from "C" Shift to "A" Shift: Unit represented employee works both days on "C" shift, then works second (2nd) day on "A" shift.
- (F) Change from "C" Shift to "B" Shift: Unit represented employee works first (1st) day on "C" shift, then works second (2nd) day on "B" shift.

Shift exchanges between personnel and standby exchanges shall not be considered overtime.

7.4 Other Unit Represented Employees

The regular workweek for Fire Fighter Trainees shall consist of forty (40) hours until such unit represented employees are assigned to a regular 56-hour (fifty-six) shift schedule.

7.5 Starting Time

The regular starting time for unit represented employees shall be 8:00 a.m.

7.6 Exchange of On-Duty Time

Exchanges of on-duty time shall not be granted in cases that would result in financial responsibility for the City, and such exchanges must be within the extent permitted by applicable State or Federal law.

When a unit represented employee exchanges on-duty time, the hours worked shall be excluded from the calculation of the hours for which the substituting unit represented employee would otherwise be entitled to overtime compensation. Where one (1) unit represented employee substitutes for another, each unit represented employee will be credited as though he had worked his normal work schedule for that shift.

Exchanges of on-duty time of less than twenty-four (24) hours normally will not be permitted for the unit represented employee to participate in an outside activity on a regular, ongoing basis except for educational or training purposes.

If any unit represented employee agrees to work for a unit represented employees initiating exchanges to an excessive degree, the Fire Chief may advise that unit represented employee that future requests involving the unit represented employee in the exchange will be denied.

Requests for exchanges of on-duty time or cancellation of approved exchanges shall be submitted for approval to the Captain in charge at least one (1) day prior to the exchange or cancellation for trades occurring between 9:00 a.m. and 12:00 noon and 1:00 p.m. and 4:00 p.m. Requests for exchanges of on-duty time or cancellation of approved exchanges for Captains shall be submitted for approval to the Fire Chief or his designated representative at least one (1) day prior to the exchange or cancellation for trades occurring between 9:00 a.m. and 12:00 noon and 1:00 p.m. and 4:00 p.m. This provision shall not apply in cases involving emergency exchanges of on-duty time or emergency cancellations of approved exchanges. These requests shall be on the proper form and shall include the signature of both unit represented employees involved in the exchange. When it is not feasible for the form to be signed prior to the trade, it must be completed immediately after the trade.

No exchanges will be permitted that would require any unit represented employee to work more than ninety-six (96) hours in succession without a minimum of eight (8) hours off before rescheduling himself or herself to duty, or that will change an unit represented employee's duty cycle or allow the unit represented employee to miss necessary training.

SECTION 8. OVERTIME

8.1 Authorization

All overtime work must be approved in advance by the Fire Chief or his designated representative; provided, however, that for emergency conditions the Fire Chief may approve exceptions to this procedure.

8.2 Definition

Any authorized time worked in excess of the unit represented employee's regular workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the unit represented employee's regular straight-time rate of pay. Consistent with the Fair Labor Standards Act, regular rate of pay for overtime calculations shall include but not be limited to educational incentive, paramedic, EMT incentive pay, holiday pay, and out of class pay. The term time worked shall be in accordance with the definition contained in the Fair Labor Standards Act. All overtime shall be calculated to the nearest quarter (1/4) hour in favor of the unit represented employee. Such overtime compensation pay be either in the form of a direct cash payment or in the form of compensatory time off to the extent permitted by applicable State or Federal law, at the discretion of the Fire Chief with due consideration of any preference expressed by the unit represented employee. Compensatory time off which accrues in excess of ninety-six (96) hours must be liquidated by monetary payment. Unit represented employees who terminate employment shall be paid for all compensatory time off accrued.

8.3 Call Back

If a unit represented employee who has completed a normal shift for the day is called back to work (from home), such unit represented employee shall, upon reporting, receive a minimum of two (2) hours overtime compensation. The rate of compensation shall be the 56-hour (fifty-six) overtime rate which shall be computed by multiplying the regular rate of pay by one and one-half (1-1/2). If the Chief in his or her discretion declares extreme weather, red flag, terrorism threat, hazardous materials threat, or natural disaster, then all-time worked on the call back after the first two (2) hours worked on the call back shall be at the 40-hour (forty) rate, determined by dividing the monthly salary by one hundred seventy-three and three tenths (173.3) and multiplying the result by one and one-half (1-1/2).

8.4 Overtime for Continuing Education

Overtime for paramedic continuing education will be granted in accordance with the Fire Department Policies and Procedures manual.

8.5 Compensatory Time Off

8.5.1 Use of Accrued Compensatory Time Off

One (1) unit represented employee per shift shall be allowed to be on compensatory time off, provided that no unit represented employee is on vacation leave. When it is known that an overtime liability will occur, same day requests will not be allowed. Vacation requests will take precedence over compensatory time off requests.

8.5.2 Compensatory Time Off In Lieu of Overtime Pay

Overtime compensation may be paid in the form of Compensatory Time Off to the extent permitted by applicable State and Federal law, at the discretion of the Fire Chief with due consideration of any preference expressed by the unit represented employee. Compensatory Time Off which accrues in excess of ninety six (96) hours must be liquidated by monetary payment. Unit represented employees who terminate employment shall be paid for all accrued Compensatory Time Off.

In accordance with the below requirement and with the approval of the Chief or his/her designee, one (1) unit represented employee per shift shall be allowed to be on Compensatory Time Off, provided that when more than one (1) unit represented employee is scheduled off, same day requests will not be allowed.

- Each individual unit represented employee shall be allowed a maximum of seventy-two (72) hours of Compensatory Time Off to be taken off when there is more than one (1) unit represented employee off on vacation or Compensatory Time Off.
- No more than thirty-six (36) shifts per fiscal year may be taken of Compensatory Time Off when there is more than one (1) unit represented employee off on vacation or Compensatory Time Off. For any period of time less than a full fiscal year, the City shall prorate the thirty-six (36) shifts.

SECTION 9. LAYOFF/REINSTATEMENT FOLLOWING VOLUNTARY RESIGNATION

9.1 Layoff

At least ten (10) working days prior to the effective day of the layoff, the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative shall notify the affected unit represented employees in writing. Layoff shall be made within the classes of positions and all temporary unit represented employees in affected classifications shall be laid off prior to layoff of any probationary or permanent unit represented employees. For the purpose of determining order of layoff, total cumulative time shall include time served in military leave of absence.

unit represented employees laid off shall have the right to displace the unit represented employee in the same classification having the least seniority; provided, however, if there is no other unit represented employee in the classification of the laid off unit represented employee with less seniority, the laid off unit represented employee may take a voluntary demotion to a classification in which such unit represented employee has prior permanent status, thus displacing the unit represented employee working in that classification who has less seniority. Names of persons laid off shall be placed upon re-employment lists in order of total cumulative time served and shall remain on such list for a period of two (2) years unless re-employed sooner. Sick leave and seniority rights earned prior to layoff will be returned to the unit represented employee upon re-employment. Upon request of the

unit represented employee, with the permission of the City Manager, demotion may be made to a vacant position in place of layoff. The City Manager's decision shall be final.

9.2 Reinstatement Following Voluntary Resignation

A permanent unit represented employee who voluntarily resigns in good standing may, within twelve (12) months of the effective date of such resignation, request to be reinstated to his/her former position. If a vacancy exists, the City shall consider such request. If the request is approved, and the unit represented employee has been separated from service for thirty (30) days or less, his/her seniority earned prior to the unit represented employee's resignation shall be restored. If the request is approved, and the unit represented employee has been separated from service for more than thirty (30) days, his/her seniority earned prior to resignation shall not be restored. In all cases, a unit represented employee who held a rank above Fire Fighter at the time of his/her resignation shall be reinstated at the rank of Fire Fighter. Re-employment lists shall take precedence over requests for reinstatement.

This Section shall be removed from the MOU.

SECTION 10. HOLIDAYS

10.1 Authorized Holidays

The holidays in this City are:

- | | |
|---------------------------------|-------------------------------------|
| (1) January 1 | (New Year's Day) |
| (2) Third Monday in January | (Martin Luther King Jr.'s Birthday) |
| (3) February 12th | (Lincoln's Birthday) |
| (4) Third Monday in February | (President's Day) |
| (5) Last Monday in May | (Memorial Day) |
| (6) July 4 | (Independence Day) |
| (7) First Monday in September | (Labor Day) |
| (8) November 11 | (Veteran's Day) |
| (9) Fourth Thursday in November | (Thanksgiving Day) |
| (10) Fourth Friday in November | (Friday after Thanksgiving Day) |
| (11) December 25 | (Christmas Day) |
| (12) June 14th | (Flag Day) |
| (13) October 12th | (Columbus Day) |

10.2 Shift Unit Represented Employees

Shift unit represented employees are those unit represented employees assigned to the work schedule as defined in Section 7.1. All shift unit represented employees shall receive compensation for thirteen (13) eight (8)-hour periods per year at the hourly equivalent rate based on a forty (40)-hour workweek, in lieu of holidays. Such compensation is incorporated into salary at the rate of six percent (6%) and paid bi-weekly.

A shift unit represented employee shall receive prorated holiday compensation upon termination, such compensation to be eight (8) hours at the hourly equivalent rate based on a forty (40) hour workweek for each holiday listed in Section 10.1 which has occurred prior to the unit represented employee's termination date and for which the unit represented employee has not received compensation.

SECTION 11. VACATIONS

11.1 Eligibility

All unit represented employees shall be entitled to annual vacation leave except unit represented employees serving the first six (6) months of the original eighteen (18) months probationary period.

11.2 Allowance for Shift unit represented employees

Fire shift unit represented employees shall earn vacation credits at the

- Rate of five (5) shifts per year during the first five (5) years.
- Rate of eight (8) shifts per year for six (6) through twelve (12) years.
- Rate of ten (10) shifts per year for thirteen (13) through fifteen (15) years.
- Rate of eleven (11) shifts per year for sixteen (16) through twenty four (24) years.
- Rate of twelve (12) shifts per year for twenty five (25) years of more years of service.

11.3 Time Charged

Vacation time shall be charged on the basis of the actual number of working hours the unit represented employee is on vacation to the nearest one-tenth (1/10) hour.

11.4 Vacation Credits Advance

unit represented employees may take only such vacation as they have accumulated at the time that the vacation begins, except after three (3) years of service the unit represented employee may draw upon anticipated vacation credits not to exceed five (5) working days or two (2) shifts per year. At termination of employment the City shall be reimbursed by the unit represented employee for any vacation taken in excess of vacation credit.

11.5 Vacation Scheduling and Accumulation

The times during the calendar year at which a unit represented employee may take his vacation shall be determined by the Fire Chief with due regard to the needs of the service and desires of the unit represented employee. If requirements of the service or the desires of the unit represented employee are such that a unit represented employee must defer part or all of his annual vacation in a particular year, the Fire Chief may permit the unit represented employee to take such deferred vacation during the following calendar year.

No unit represented employee may accumulate more than twice his annual vacation allowance.

Vacation time shall be taken in full shift increments. Unit represented employees shall select their vacation on the basis of seniority. On the first round of vacation selection, unit represented employees may select one or more shifts provided multiple shift selections are consecutive. When first round vacation selections have been received and approved, unit represented employees may select the balance of their vacation in full or half shift increments. Half shift requests will be limited to a maximum of three (3) in any one year. Full shift requests take precedent over half shift requests. Half shifts can only be scheduled from 0800 to 2000 hours on Saturday and Sunday or from 2000 to 0800 hours any day of the week.

Captains, Fire Fighters and Paramedic/Fire Fighters will draw vacations in accordance with the current practice as defined above. Seniority is determined by date of hire. Unscheduled vacation shifts will be governed by the 96-hour and 48-hour rules as defined in the Department Policies and Procedures Manual.

With the approval of the Fire Chief, one unit represented employee per shift shall be allowed to be on vacation leave, provided that when it is known that an overtime liability will occur, same day requests will not be allowed.

11.6 Sick Leave During Vacation

If a unit represented employee becomes sick during his vacation, such unit represented employee may charge the period of illness against sick leave credits in the same manner as provided in Section 12 (Sick Leave). A doctor's certificate shall be required and shall be submitted prior to such charge against sick leave credits.

11.7 Separation from Service

Unit represented employees who terminate employment shall be paid a lump sum for all accrued vacation leave earned prior to the effective day of termination. Former unit represented employees re-employed by the City shall receive no credit for prior service in determination of vacation benefits.

11.8 Return of Vacation

40-Hour bargaining unit represented employees may sell to the City a maximum of seventy six (76) hours of vacation leave per year, at the individual's prevailing wage according to the rate in Section 5. The unit represented employee must have a minimum of one hundred forty-four (144) hours of accrued vacation, before selling vacation to the City. The 56-Hour unit represented employee may sell any amount (at the 56-hour rate) to the City up to one hundred and twelve (112) hours of vacation but may request such sell back only once per fiscal year. It also must coincide with a regular payroll period, and there must be at least thirty-two (32) hours vacation balance remaining after the sell back.

11.9 Additional Vacation Purchased

Unit represented employees who purchase additional vacation through the City sponsored optional benefit plan may not sell back such vacation prior to the first pay period ending in December of each year. Unit represented employees leaving City service prior to the first pay period ending in December of each year shall forfeit any additionally purchased vacation. Such additional vacation shall be expressed in the monetary value (not hours), as stated in the optional benefit plan.

SECTION 12. SICK LEAVE

12.1 Accrual

Shift unit represented employees shall earn sick leave credit at the rate of 5.53 hours for each two (2) weeks' service or a total of six (6) shifts per year.

12.2 Usage

Sick leave shall not be considered a privilege that a unit represented employee may use at his discretion but shall be allowed only in cases of necessity and actual sickness including necessary physician appointments or disability. Unit represented employees are entitled to use their earned sick leave benefits to be off work without the loss of compensation under the following conditions:

12.2.1 For the unit represented employee's own illness or injury or for the illness or injury of the unit represented employee's family member. For purposes of this Section, "family member" is defined as a biological, adopted, or foster child; stepchild; legal ward, or a child to whom the unit represented employee stands in loco parentis; a biological, adoptive, or foster parent; stepparent, or legal guardian of an unit represented employee or the unit represented employee's spouse or registered domestic partner (a registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State), or a person who stood in loco parentis when the unit member was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.

12.2.2 For the unit's receipt of required medical or dental care or consultation or for the required medical or dental care or consultation of the unit represented employee's family member.

12.2.3 For unit represented employees who are victims of domestic violence, sexual assault or stalking as specified in state law.

12.2.4 Each hour of illness or injury shall be deducted from the unit represented employee's accumulated sick leave benefits.

Sick leave shall be charged against a unit represented employee's sick leave credit as the actual number of hours of the regular work period that the unit represented employee is on sick leave. All unit represented employees shall be entitled to sick leave compensation

except unit represented employees serving the first thirty (30) days of the original probationary period.

In order to receive compensation while absent on sick leave, a unit represented employee shall notify his immediate supervisor at least thirty (30) minutes prior to the time set for the beginning of the unit represented employee's daily duties.

When the absence is for more than one (1) working day, or from the first shift day of illness in the case of shift unit represented employees, and where there is a reasonable suspicion of sick leave abuse present, unit represented employees may be required to file a physician's statement with the Department stating the cause of absence.

12.3 Incapacity to Perform Duties

The City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative may require any unit represented employee who he believes may be physically or mentally incapacitated for work to undergo an examination by a physician designated by the City and at the City's expense. If as a result of the physician's examination the unit represented employee is determined to be incapacitated to perform his duties, the City Manager may place the unit represented employee on leave of absence without pay, with due process, provided such action is not in conflict with Government Code Section 4850. A unit represented employee who is determined to be incapacitated to perform his duties and disagrees with such determination may choose to be examined by a physician of his choice and expense. If the unit represented employee's physician disagrees with the City's physician, the physicians shall select a third physician whose determination regarding the unit represented employee's incapacity to perform his duties shall be final. A unit represented employee may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay. Vacation and sick leave credits shall not accrue when a unit represented employee is on such leave of absence.

12.4 Sick Leave at Retirement or Termination

As of December 1, 1996, retiring unit represented employees of this unit became eligible to utilize the provisions of Section 20965, Optional Benefit Provision of the Public Employees Retirement System entitled *Credit for Unused Sick Leave*.

Members of this unit must choose either the pay for twenty-five percent (25%) of unused sick leave (\$3,000 maximum) or the *Credit for Unused Sick Leave* under the provisions of the Public Employees Retirement System contract between the City of Pacifica and PERS, but in no case may the unit represented employee utilize both provisions.

Unit represented employees otherwise terminating their City employment or being terminated shall forfeit all unused sick leave benefits as of the termination date. Former unit represented employees re-employed by the City shall receive no credit for prior service in determination of sick leave benefits.

SECTION 13. LEAVES OF ABSENCE

13.1 Family Illness Leave

A unit represented employee may use his accrued sick leave up to a maximum of three (3) shifts per year in case his attendance on a member of his family as defined in Section 12.2., above who is ill is required. The Fire Chiefs decision shall be final.

13.2 Jury Duty

A unit represented employee summoned to jury duty shall inform his supervisor and, if required to physically report for jury service, may be absent from duty with full pay; provided, however, the unit represented employee must remit to the City, through the unit represented employee's Fire Chief, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses. When the unit represented employee is released from jury duty, including court recesses in excess of twenty-four (24) hours, he shall report to work promptly for the balance of his scheduled shift or workday.

13.3 Military Leave

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City unit represented employees.

13.4 Campaign Leave

Upon becoming a candidate for public office any regular unit represented employee may request and be granted a leave of absence without pay, to remain in effect for the period of his candidacy.

13.5 Leave of Absence Without Pay

Upon written request the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative, may grant a unit represented employee a leave of absence without pay for a definite period not to exceed one (1) year. The City Manager's decision shall be final. Upon expiration of leave of absence the unit represented employee shall be reinstated in the position held at the time the leave was granted or to another position in the same classification. Failure on the part of a unit represented employee on leave to report promptly on its expiration, or within fifteen (15) days after notice to return to duty, shall result in such unit represented employee's automatic dismissal. Vacation, sick leave, and seniority credits shall not accrue to a unit represented employee on voluntary leave of absence.

13.6 Bereavement Leave

A unit represented employee shall be granted up to a maximum of seventy-two (72) hours leave of absence without loss of salary or benefits upon the death or the funeral of any of the following persons: spouse, domestic partner, child, father, mother, step-father, step-

mother, brother, sister, step-brother, step-sister, grandfather, grandmother, grandchildren, mother-in-law, father-in-law. Such leave may be used to attend and/or arrange a funeral or memorial service. In addition, the City Manager or designee may grant leave to a unit represented employee upon the death or the funeral of some other person if, in the opinion of the City Manager or designee, such leave is warranted. Such leave may be used to attend and/or arrange a funeral or memorial service. The City Manager or designee may approve extensions to such leaves due to unusual circumstances.

13.7 Absence Without Pay

Failure of a unit represented employee to report for duty on a normal working day or shift without notice to the Fire Chief or his designated representative of the reason for such absence within four (4) hours after the time designated as the beginning of the workday shall constitute absence without leave and without pay. Unit represented employees should make every effort to contact the Fire Chief or his designated representative prior to the start of their shift if they plan to be absent.

Absence without leave for any length of time without satisfactory explanation is cause for dismissal. Absence without leave for five (5) or more consecutive days shall be deemed a tender of resignation.

13.8 Industrial Leave

Any regular or probationary unit represented employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of his employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to the period of such disability to a maximum provided under State Law. During the period the unit represented employee is paid by the City, the unit represented employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation Insurance coverage. In the event that the payment received by the unit represented employee is not endorsed to the City, a payroll deduction for the amount of the payment will be made the payroll period following notification to the City by Workers' Compensation that the check has been issued to the unit represented employee. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation. The benefits of sick leave and job incurred injury leave shall be mutually exclusive and no disability leave may be used for the purposes specified under Section 12, and no sick leave benefits may be used for the purposes specified under this Section. Consistent with CalPERS requirements and in the event that a unit represented employee has qualified under Labor Code Section 4850 and for whom the City has approved an industrial disability retirement, the City shall provide advanced disability payments (ADP).

SECTION 14. HEALTH AND WELFARE

14.1 Hospitalization and Medical Care

14.1.1 Current Cafeteria Plan

- a) City Contributions: The City will place one thousand two hundred dollars (\$1,200) per month in a cafeteria plan for health insurance coverage for employees, or employees with dependents. Any unused health insurance portion of the cafeteria plan contribution will be returned to the cafeteria plan for other health related expenses.

The City will continue to contribute the PERS mandated City contribution for administrative costs associated with the PERS Health premium.

- b) Applicability: The current cafeteria plan is only available for employees hired on or before the date of Council approval of this MOU or February 8, 2021 whichever is later. The current cafeteria plan is not available to any employees hired after such date.
- c) Option to Make Irrevocable Switch: Employees hired on or before the date of Council approval of the MOU or February 8, 2021 whichever is later have the option to either remain in the City's current cafeteria plan or make an irrevocable election to switch to the new medical insurance plan provided under Section 14.1.2 of this MOU. Employees may make an irrevocable election to switch to the new medical insurance plan at any time during the 2021 calendar year. In such cases, the change in funding of the employee's health plan will become effective the following month. However, any changes in health insurance plans can only occur during open enrollment in the month of January in each calendar year or during a qualified event as determined by the medical plan.

14.1.2 New Medical Insurance Plan

- a) Applicability: This new medical insurance plan shall apply to (1) all employees hired after the date of Council approval of the 2019-2021 MOU or February 8, 2021 whichever is later; and (2) any current employees who makes an irrevocable election to switch plans pursuant to subsection c of Section 14.1.1.
- b) Medical Insurance - City Contributions: The City will increase its contributions to unit represented employees' Medical Insurance Premiums by two percent (2%) for the 2022 calendar year. The City will increase its contributions to unit represented employees' Medical Insurance Premiums by two percent (2%) for the 2023 calendar year. The City will contribute up to the following maximum amounts per month toward the cost of health

benefits for each full-time unit represented employee. For the purpose of this Health and Welfare Section, “full-time” means the unit represented employee is assigned to a classification requiring the unit represented employee to work at least forty (40) hours per week. Unit represented employees electing coverage with a cost greater than the amount paid by the City in this Section 14.1.2 shall have the difference deducted automatically from the unit represented employee’s pay. In the event the actual monthly premium cost is less than the amount shown on the chart below, the City shall retain any savings and shall have no obligation to “cash-out” or pay any unit represented employee the difference. The City and the Union acknowledge the parties may propose changes to this Section 14.1.2 during successor contract negotiations. During successor contract negotiations, the chart below in this Section 14.1.2 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit represented employee. Unit represented employees electing coverage with a cost greater than the amount paid by the City in this Section shall have the difference deducted automatically from the unit represented employee’s pay.

c) Health Insurance Premiums

<u>CalPERS Offered Medical Plan</u>			
	<u>Effective July 1, 2021</u>	<u>Effective January 1, 2022</u>	<u>Effective January 1, 2023</u>
		<u>2% Increase</u>	<u>2% Increase</u>
<u>Employee Only</u>	<u>877.70</u>	<u>\$895.25</u>	<u>\$913.16</u>
<u>Employee 1</u>	<u>\$1,700.97</u>	<u>\$1,734.99</u>	<u>\$1,769.69</u>
<u>Employee Plus 2 or more</u>	<u>\$2,211.27</u>	<u>\$2,255.50</u>	<u>\$2,300.61</u>

d) Eligibility: To be eligible for a CalPERS offered medical plan, unit represented employees must meet the criteria established by CalPERS.

The City will continue to offer CalPERS health benefits program and make the necessary employer contributions as contracted with CalPERS for both active and retired participants.

e) Health In-Lieu Payment Plan: The City will pay a monthly taxable five hundred and fifty dollars (\$550) in-lieu payment to a unit represented

employee who certifies that he or she is eligible for health insurance coverage through another qualified group health plan, declines City health coverage, and provides the City proof of other qualified health coverage. City Health-In-Lieu payments shall be effective the first full pay period after the Council approves the MOU. The City shall pay the health in-lieu payment through the unit represented employee's regular payroll checks. The Health-In-Lieu Payment Plan year shall operate on the calendar year. Unit represented employees on an unpaid leave of absence are not eligible for the Health In-Lieu Payment Plan.

14.2 Life Insurance, Long Term Disability and Long Term Care Insurance

The City shall provide a benefit amount equal to annual salary, of term life insurance and accidental death and dismemberment (AD&D) insurance for each eligible unit represented employee effective the first of the month following the adoption of this agreement.

Effective January 1, 2006, the City will contribute nineteen dollars and fifty cents (\$19.50) per month per member to CPF Long Term Disability Insurance package that Pacifica Fire Local 2400 members are currently enrolled. The City will make the contribution via check paid directly to the Pacifica Firefighter Union and the Pacifica Firefighters Union will pay CPF.

The City will deduct, from bi-weekly pay, for unit represented employees who so elect, an amount necessary to pay the monthly premium for long term care insurance. The City will make monthly payments to the California Association of Professional Fire Fighters, on behalf of unit represented employees who elect to participate in the program. Unit represented employees may elect to withdraw from the program at any time. Notice of intent to withdraw or enroll shall be made in writing with the Human Resources Department.

14.3 Dental, Orthodontia, and Vision

14.3.1 Applicability: Effective 60 days, following the first of the month after council approval of the MOU or February 8, 2021 whichever is later.

14.3.2 City of Pacifica Self-Funded Dental Plan

For each unit represented employee, the City shall contribute up to one hundred nineteen dollars (\$119) per month per unit represented employee to the City of Pacifica Self-Funded Dental Plan, and the Self-Funded Plan shall provide the following benefits to covered unit represented employees:

- a) The annual per-person deductible is twenty-five dollars (\$25) up to a maximum of seventy-five (\$75) per family.

- b) The maximum annual benefit each calendar year shall be two thousand dollars (\$2,000) per eligible unit represented employee and per dependent.
- c) A lifetime maximum orthodontia benefit of two thousand dollars (\$2,000) for each eligible unit represented employee and dependent.

14.3.3 City of Pacifica VSP Vision Plan

For each unit represented employee, the City shall contribute the following amounts per month per unit represented employee:

- a) Unit Represented Employee Only - \$18.29
- b) Unit Represented Employee Plus One - \$26.52
- c) Unit Represented Employee Family - \$47.56

14.4 Changes in Federal or State Laws

If, pursuant to any federal or state law enacted subsequent to the effective date of this Memorandum of Understanding, the City is required to pay contributions or taxes for hospital, medical, dental or any other benefits to be provided to unit represented employees, the City's obligation to furnish the same shall be suspended and the contributions agreed to be paid monthly herein by the City shall be reduced each month by the amounts which the City is required to expend during any such month in the form of contributions or taxes to support said federal or state health plan.

If, as a result of such a law, the level of benefits provided by such law for any group of unit represented employees, or their dependents, is lower in certain categories of services than that provided hereunder, the City, to the extent practicable, shall provide a plan of benefits supplementary to the federal or state benefits so as to make benefits in each category of coverage as nearly comparable as possible to the benefits provided hereunder. The City need only expend for this purpose the actual amount required to achieve parity between the benefits agreed to be provided hereunder and the benefits provided under any federal or state plan as supplemented in the manner here in above-described.

If the benefits provided under the federal or state Act exceed the benefits provided hereunder in each category of coverage, the City shall be under no further obligation to make any contribution in pursuance of this Section.

In the event that the federal or state government enacts a health care program requiring contributions by unit represented employees, such unit represented employee contributions shall be reimbursed by the City to the amount by which said unit represented employee contribution reduces the City's contribution required under this Section of the Memorandum of Understanding.

If; during the term of this Memorandum of Understanding, pursuant to any federal law, the Employer is required to make contributions to Social Security for any unit represented employees, such contributions shall be deducted from the unit represented employee's wages.

SECTION 15. UNIFORMS

In accordance with departmental policy and applicable federal and state laws, the City provides, cleans, and replaces the work uniforms required for shift unit represented employees.

SECTION 16. PROBATIONARY PERIOD

16.1 Duration

All original appointments shall be tentative, and newly hired Fire Fighter Trainees and Fire Fighter-Engineers shall be subject to a probationary period of not less than eighteen (18) months from the date of probationary appointment. Where a unit represented employee's extended absence from work has prevented a full eighteen (18) months' probationary evaluation the probationary period may be extended for the length of the absence in order to provide a full probationary evaluation.

16.2 Time Credited

The probationary period shall start from the date of probationary appointment. Probationary unit represented employees in regular part-time positions shall be credited with that portion of full-time employment that they work in a probationary status. Time worked by a unit represented employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period; provided, however, that time served in a temporary or provisional appointment may be credited to the probationary period upon recommendation of the Fire Chief and approval of the City Manager.

16.3 Regular Status

A unit represented employee who is not rejected prior to the completion of the prescribed probationary period shall acquire regular status. Former regular unit represented employees appointed from a reemployment eligible list shall be given regular appointments when re-employed. Regular unit represented employees who are demoted to lower classifications shall be given regular appointments in the lower classifications; provided, however, that the unit represented employee has had prior regular status in the lower classification.

16.4 Layoff

A unit represented employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo a new probationary period. Former probationary unit represented employees whose names were placed on a

reemployment eligible list before they achieved regular status shall start a new probationary period when appointed from a reemployment eligible list.

16.5 Transfer

Regular unit represented employees who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which transferred.

16.6 Promotions

Regular unit represented employees who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification. During the probationary period, a unit represented employee may be rejected at any time by the City Manager, or where authority has been delegated by the City Manager, by the Fire Chief without right of appeal and without recourse to the procedures provided in Section 18 (Grievances) hereof but shall have the right to demote to their former classification if rejected during their probationary period.

16.7 Probationary Unit Represented Employees

The City Manager, or where the authority has been delegated by the City Manager, the Fire Chief may terminate a probationary unit represented employee at any time during the probationary period without cause, without the right of appeal in any manner, and without recourse to any of the procedures provided in Section 18 (Grievances) hereof; it being understood that a terminated probationary unit represented employee does not waive any State or Federal constitutional rights. Notice of termination of a probationary unit represented employee shall be in writing.

SECTION 17. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE

The City Manager, or where the authority has been delegated by the City Manager, the Fire Chief may discipline, which may include but is not limited to dismissal, suspension for not more than thirty (30) days in any fiscal year, or demotion, any unit represented employee for cause in the competitive service. The requirement for cause for termination is inapplicable to probationary unit represented employees. Any regular unit represented employee in the competitive service who is suspended, demoted or dismissed shall be furnished a written notice of such action. Upon the unit represented employee's request, the unit represented employee shall be provided a written statement of the reasons for such action.

SECTION 18. GRIEVANCES

18.1 Definition

A grievance is any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding, which specifically provide that the decision of any City

official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

18.2 Procedure

Grievances shall be processed in the following steps:

Step 1. Fire Chief. A grievance may be filed by a unit represented employee in his own behalf; or by a group of unit represented employees, or by IAFF Local 2400.

Within fourteen (14) calendar days of the event giving rise to a grievance, the aggrieved shall present the grievance in writing to the Fire Chief. Grievances not presented within the time period shall be considered resolved. The grievance shall state the particulars of the grievance and the nature of the determination desired.

The Fire Chief shall meet with the grievant to attempt to settle the grievance and give a written answer to the aggrieved within fourteen (14) calendar days from the receipt of the grievance by the Fire Chief.

Step 2. City Manager. If the grievance is not resolved in Step 1, the aggrieved may, within five (5) calendar days from receipt of the Fire Chiefs answer, present the grievance to the City Manager for consideration. The City Manager shall designate the Assistant City Manager or other representative to investigate the merits of the complaint, to meet with the complainant and to attempt to settle the grievance or to make recommendations to the City Manager. Answer to the grievance shall be made in writing by the City Manager within ten (10) calendar days from receipt of the grievance. No grievance may be further processed under Section 18.2 unless it has been filed in accordance with steps 1 and 2 herein.

Step 3. Adjustment Board. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two (2) Union representatives, no more than one (1) of whom shall be either a unit represented employee of the City or an elected or appointed official of IAFF Local 2400, and two (2) representatives of the City, no more than one (1) of whom shall be either a unit represented employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

Step 4. Arbitration. In the event an Adjustment Board is unable to arrive at a majority decision, either the IAFF Local 2400 or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between IAFF Local 2400 and the City Manager. The fees and expenses of the arbitrator and of a Court Reporter shall be shared equally by IAFF Local 2400 and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. Decisions of Adjustment Boards and arbitrators on matters properly before them shall

be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by this Association and unless such dispute falls within the definition of a grievance as set forth in Section 18.1.

18.3 No Change to Memorandum

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

18.4 Demotion, Suspension and Dismissal Grievances

No grievance involving demotion, suspension or dismissal of a unit represented employee will be entertained unless it is filed in writing with the Fire Chief within five (5) days not including Saturdays, Sundays or holidays, of the time at which the affected unit represented employee was notified of such action.

The City Manager in pursuance of Section 18.2 (Step 2) above resolves a grievance which involves suspension or discharge, he may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had the right to take the action complained of, the arbitrator may not substitute his judgment for the judgment of management and if he finds that the City has such right, he may not order reinstatement and may not assess any penalty upon the City.

The parties shall convene a subcommittee to discuss what changes in the disciplinary appeals process are needed to comply with FOBR, and to incorporate mutually agreeable changes into the MOU or a side letter.

18.5 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Assistant City Manager. Only complaints that allege that unit represented employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened

for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

18.6 Mutual Agreement on Changes

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board of arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Union President.

18.7 No Strike

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the City, nor to effect a change of personnel or operations of management or of unit represented employees not covered by this Memorandum of Understanding.

SECTION 19. TUITION REIMBURSEMENT

A unit represented employee shall be reimbursed up to a maximum of Two Thousand Dollars (\$2,000) per fiscal year for tuition and related fees paid for courses of study in an off-duty status if the subject matter content of the course is closely related to the unit represented employee's present work assignment, or if the unit represented employee is enrolled in a program of study related to the unit represented employee's work assignment (declared major). There must be a reasonable expectation that the unit represented employee's work performance or value to the City will be enhanced as a result of the course of study. The unit represented employee must submit a claim form for reimbursement to his Fire Chief, giving all the information needed for an evaluation of the request. The Fire Chief shall recommend approval or disapproval and forward the request to the Assistant City Manager, whose decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, a copy of the grade sheet or certificate must be filed in the Personnel Office for placement in the unit represented employee's personnel file. All reimbursements must be returned to the City in full if the unit represented employee does not achieve at least a "C" grade. Upon leaving City employment, unit represented employees are not required to refund any such reimbursement to the City.

SECTION 20. EDUCATIONAL INCENTIVE PAY PLAN

20.1 Definition

The Educational Incentive Pay Plan provides that full-time permanent unit represented employees of the City of Pacifica Fire Department who have acquired the specified

combinations of education and training points and the prescribed years of fire service experience shall be entitled to receive compensation above their base salary, as detailed in Section 20.2 below.

For the purposes of this Section the following definitions will apply:

Education Points: One semester unit in fire science or related subjects shall equal one (1) education point and one quarter unit shall equal two-thirds (2/3) of a point.

When college credit is awarded for fire training, it may be counted for either training points or education points, whichever is to the advantage of the applicant.

Training Points: Ten (10) hours of fire training approved by the Fire Chief shall equal one (1) training point.

Fire Service Experience: The acceptability of the required experiences shall be determined by the City Manager on recommendation of the Fire Chief.

Fire service experience in California as a full-time paid Fire Fighter, engineer or officer of a city fire department or fire district may be acceptable for the full period of experience in these agencies.

In other fire service categories, the acceptability of experience shall be determined by the City Manager on recommendation of the Fire Chief.

20.2 Educational Incentive Certificate

A unit represented employee who has acquired the following combination of education and training points combined with the prescribed years of fire service experience shall be entitled to receive two and one-half percent (2-1/2%) of his base salary in addition to all other compensation.

Minimum Training Points	21	30	45			
Minimum Education Points	21	30	45	Associate Degree	Baccalaureate Degree	Master Degree
Years of Fire Service Experience	15	12	9	6	6	4

SECTION 21. PROMOTIONAL TEST SCORES

The City shall provide, upon request, the promotional test score to an individual who participated in the testing process. Scores of other persons taking the test or the ranking of individuals shall not be provided.

SECTION 22. RETIREMENT PLAN

22.1 City's Contract with CalPERS

The City shall continue its contract with the California Public Employees Public Retirement System (CalPERS) for all active PFFA bargaining unit represented employees. For Tier One bargaining unit represented employees described in Section 22.4, the City's contract with CalPERS shall include the 1959 survivors benefit plan, the military buyback provision, and the Fourth Level Survivors Benefit.

All the retirement benefits provided to PFFA bargaining unit represented employees are described in this Section 22.

22.2 CalPERS Election About Bargaining Unit Represented Employee's Payment of City's Pension Costs

The parties acknowledge that CalPERS mandates an election of bargaining unit represented employees, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section 22. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from the bargaining unit represented employees and completion of the City's amendment to the CalPERS contract, bargaining unit represented employees contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The PFFA and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 22.

22.3 Unit Represented Employee's Payment of City's Pension Costs

If the contract amendment between the City and CalPERS is not complete before the effective date of the cost sharing described in this Section 22, the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The PFFA and the City will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 22.

22.4 Tier One: Safety 3.0% at 55 Retirement Program – Bargaining Unit Represented Employees Hired On Or Before December 31, 2012 And Unit Represented Employees Eligible For Reciprocity

This Section 22.4 (including subsections) shall apply to bargaining unit represented employees hired on or before December 31, 2012. In addition, this Section 22.4 (including subsections) shall apply to bargaining unit represented employees hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

22.4.1 3% at 55 Pension Formula

The “3% at 55” retirement program will be available to bargaining unit represented employees covered by this Section 22.4.

22.4.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit represented employees covered by this Section 22.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

22.4.3 Required Bargaining Unit Represented Employee Contribution

As of the first full pay period of July 2015, each bargaining unit represented employee covered by this Section 22.4 shall pay, through payroll deduction, an additional one and one-half percent (1.5%) of PERSable compensation for a total contribution of twelve percent (12.0%) toward the normal cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit represented employees, separate from ratification of this MOU, to approve this paragraph of Section 22.4.3 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the PFFA bargaining unit’s approval and agreement to implement through payroll deduction, an additional one and one-half percent (1.5%) of PERSable compensation for a total contribution of twelve percent (12.0%) toward the normal cost of pension benefits.

22.5 Tier Two: New Retirement Tier For Safety Bargaining Unit Represented Employees Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 22.5 (including subsections) shall apply to bargaining unit represented employees who were hired on or on after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

22.5.1 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to bargaining unit represented employees covered by this Section 22.5.

22.5.2 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

22.5.3 Required Unit Represented Employee Contribution

As required by Government Code Section 7522.04(g), bargaining unit represented employees covered by this Section 22.5 shall pay, through payroll deductions, fifty percent (50%) of normal costs.

As of the first full pay period in July 2015, in addition to paying fifty percent (50%) of normal costs as described above, bargaining unit represented employees covered by this Section 22.5 shall pay, through payroll deduction, an additional one and one-half percent (1.5%) for a total of three percent (3.0%) PERSable compensation toward the City's normal cost of pension benefits in addition to fifty percent (50%) of normal costs.

22.6 Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit represented employee shall pay through payroll deductions the PERS contributions described in Section 22 with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

SECTION 23. LIGHT DUTY

A unit represented employee shall be permitted to participate in the light duty program during the day time portion (8:00 a.m. to 5:00 p.m.) of the unit represented employee's regularly scheduled hours of work and shall not be required to remain on duty after 5:00 p.m.

Unit represented employees shall be paid their regular rate of pay for those hours of participation in the light duty program.

A unit represented employee who trades a shift with a unit represented employee on light duty shall be required to perform all the duties of the job. The shift trade policy as provided in Section 7.6 shall remain in effect.

The determination of a unit represented employee's disability and the unit represented employee's eligibility for participation shall be rendered by a physician.

SECTION 24. COMMON MESS

The provisions of this Section are adopted to assure that all members of fire companies will be available at all times to respond to emergency calls as quickly and efficiently as possible.

All unit represented employees on each shift at each station shall attend a common mess at the station for consumption of meals. Such members shall contribute in equal shares for the cost of the meals. The City shall not be financially liable or responsible for the cost of any meal, or the preparation thereof, or for the collection of any funds, or for any other costs undertaken in connection with the provisions of this Section.

SECTION 25. SEPARABILITY OF PROVISIONS

In the event that any provision of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provision of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 26. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing memoranda of understanding and side letters between the City and the Union.

SECTION 27. TERM OF AGREEMENT

The parties acknowledge that this Memorandum must be presented to and approved by the City of Pacifica City Council. This Memorandum shall become effective on the date approved by the City Council, except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, 2023.

SECTION 28. NEGOTIATIONS FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING

No later than March 22, 2023, the City and the PFFA shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.


Made and entered into this ___ day of August 2021.

**SAN MATEO COUNTY FIRE
FIGHTERS LOCAL 2400**

CITY OF PACIFICA

By: _____
_____, Esq.

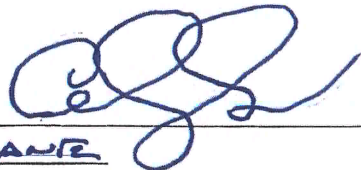
By: _____
Kevin Woodhouse, City Manager

By: 

DOMINICK
Vice President
IAFF local 2400
District 4

Approved to form:

By: _____
Michelle Marchetta Kenyon,
City Attorney

By: 

SLOANE
Vice President
IAFF local 2400
District 4

By: _____
Andrew Sloane
Negotiation Team Member

APPENDIX A-1

<u>APPENDIX A-1</u>						
<u>July 2021 Fire Salary Schedule</u>						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter Trainee	4,335					
Firefighter-Engineer (A) No Educational Incentive	6,452	6,774	7,136	7,485	7,875	8,433
Firefighter-Engineer (B) Educational Incentive	6,613	6,944	7,314	7,672	8,072	8,643
Firefighter-Engineer with EMT (A)	6,832	7,154	7,515	7,864	8,254	8,812
Firefighter-Engineer with EMT (B)	7,003	7,333	7,703	8,061	8,461	9,032
Firefighter-Paramedic (A)	7,507	7,829	8,191	8,540	8,930	9,485
Firefighter-Paramedic (B)	7,694	8,025	8,395	8,753	9,153	9,722
Fire Captain	9,236					
Fire Captain (A) No Educational Incentive	9,236	9,690	10,142			
Fire Captain (B) Educational Incentive	9,467	9,932	10,396			
Fire Captain With EMT (A)	9,616	10,070	10,522			
Fire Captain With EMT (B)	9,856	10,322	10,786			
Fire Captain With Paramedic (A)	10,290	10,745	11,197			
Fire Captain With Paramedic (B)	10,547	11,014	11,477			

APPENDIX A-2

<u>APPENDIX A-2</u>						
<u>July 2022 Fire Salary Schedule</u>						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter Trainee	4,509					
Firefighter-Engineer (A) No Educational Incentive	6,710	7,045	7,421	7,784	8,190	8,770
Firefighter-Engineer (B) Educational Incentive	6,878	7,221	7,607	7,979	8,395	8,989
Firefighter-Engineer with EMT (A)	7,105	7,441	7,815	8,179	8,585	9,164
Firefighter-Engineer with EMT (B)	7,283	7,627	8,011	8,383	8,799	9,393
Firefighter-Paramedic (A)	7,807	8,142	8,518	8,881	9,287	9,865
Firefighter-Paramedic (B)	8,002	8,346	8,731	9,103	9,519	10,111
Fire Captain	9,605					
Fire Captain (A) No Educational Incentive	9,605	10,078	10,548			
Fire Captain (B) Educational Incentive	9,846	10,330	10,812			
Fire Captain With EMT (A)	10,001	10,473	10,943			
Fire Captain With EMT (B)	10,251	10,735	11,217			
Fire Captain With Paramedic (A)	10,701	11,175	11,645			
Fire Captain With Paramedic (B)	10,969	11,454	11,936			

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