

RESOLUTION NO. 58-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFICA APPROVING THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PACIFICA AND
TEAMSTERS 856 WASTEWATER TREATMENT PLANT 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 City of Pacifica, and the Teamsters 856 Wastewater Treatment Plant bargaining unit, and the Teamsters 856 Wastewater Treatment Plant bargaining unit has ratified the Memorandum of Understanding; and

WHEREAS, said Memorandum of Understanding, as ratified by the Teamsters 856 Wastewater Treatment Plant bargaining unit and as approved by the City Attorney, is attached hereto along with revised salary schedules for the Teamsters 856 Wastewater Treatment Plant bargaining unit; and

WHEREAS, said Memorandum of Understanding has been approved by the City Council at its meeting held on September 27, 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 Teamsters 856 Wastewater Treatment Plant bargaining unit, 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-1 and A-2 of the Memorandum of Understanding are approved and adopted.

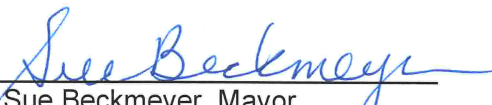
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Pacifica, California, held on September 27, 2021 by the following vote:

AYES, Councilmembers: Beckmeyer, Bier, Bigstyc, 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

BETWEEN

THE CITY OF PACIFICA

And

TEAMSTERS LOCAL 856
Waste Water Treatment Plant
Bargaining Unit

2021-2023

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**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CITY OF PACIFICA
AND**

TEAMSTERS UNION LOCAL 856

*Waste Water Treatment Plant Bargaining
Unit*

The Teamsters Union Local No. 856 for Waste Water Treatment Plant Unit represented employees (“Union”) and representatives of the City of Pacifica (“City”) have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the unit represented employees in the represented unit, and have freely exchanged information, and proposals, and have endeavored to reach agreement on all matters relating to the employment conditions and employer-unit represented employee relations of such unit represented employees.

This Memorandum of Understanding (“MOU”) 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 terms and conditions of employment for the period beginning on the date this MOU was approved by the City Council and ending on June 30, 2023.

As used throughout this Memorandum of Understanding, the pronoun designation “he” or “his” is intended to be applicable to male, female and non-binary genders.

SECTION 1. UNION RECOGNITION

City and Union restate their joint commitment to the achievement and maintenance of a relationship built on open communication and the equitable resolution of the concerns of each party regarding wages, hours, and other terms and conditions of employment.

The City recognizes the Union as the exclusive representative of bargaining unit represented employees in the Waste Water Treatment Plant Operators Bargaining Unit, including the classifications listed in Appendix A to this MOU. The City Manager or any person duly authorized by the City Manager is the representative of the City of Pacifica.

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.

2.2 Change 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.

2.3 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.

2.4 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.

2.5 Government Code Provisions Incorporated By Reference

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

SECTION 3. NO DISCRIMINATION

The City of Pacifica prohibits harassment and discrimination in the workplace on the basis of race, religious creed, color, national origin, citizenship status, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, AIDS/HIV, medical condition, political activities or affiliations,- military and veteran status, status as a victim of domestic violence, assault, or stalking or legitimate unit member organization activities.

It is the policy of the City that all unit represented employees have the right to work in an environment free from any such harassment and discrimination. Such prohibited activity debilitates the morale and productivity of the victims and their co-workers. The City does not condone any form of such harassment or discrimination and those who engage in such activities shall be subject to disciplinary action up to and including termination.

SECTION 4. UNION REPRESENTATIVES

4.1 Bargaining Unit Represented Employee 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 represented employee 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 represented employees' 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 represented 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.

The City will allow a Teamsters Local 856 unit member representative and/or a Teamsters Local 856 outside labor representative to spend up to thirty (30) minutes with the new unit represented employee at the end of the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Union's presentation. A bargaining unit member attending the onboarding orientation meeting as the Union representative shall be given paid release time sufficient to cover the Union's presentation and related travel time. The Union will provide the Human Resources Department with the names of any bargaining unit represented employee who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

4.3 Attendance at Meetings by Unit Members

Unit members who are official 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 director, with an information copy to the Assistant City Manager/Human Resources Department, 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 five (5).

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 designee.

4.5 Use of City Facilities

Unit members or the Union, or its representatives, may with the prior approval of the City Manager or designee, be granted the use of City facilities for meetings of unit members provided space is available, and provided further such meetings are not used for organizing activities or membership drives of unit members. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

4.6 Use of Bulletin Boards

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

4.7 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, as the Union shall be given the opportunity to meet with such body or its representatives prior to

adoption. 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 designee shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation. Notices shall be sent to the designated Union representative.

SECTION 5. CONTRACTING OUT

The City does not anticipate the need to contract out bargaining unit work during the term of this memorandum; however, if the City contemplates contracting out bargaining unit work, the City shall give the Union notice and an opportunity to meet and confer regarding any decision and/or impact that is within the scope of bargaining.

SECTION 6. LABOR MANAGEMENT COMMITTEE

The City and Union will form a Labor Management Committee to meet quarterly to review issues of concern. Representatives of all bargaining units may participate in the Labor Management Committee.

SECTION 7. SALARY PLAN AND EVALUATIONS

7.1 Base Salaries – Bargaining Unit Classifications

The salary ranges for each bargaining unit classification in effect on June 30, 2018, are stated in Appendix A, attached to and incorporated into this MOU.

7.2 Salary Schedule Increase Contingency Agreement

7.2.1 2021-2022 Salary Schedule

Effective July 1, 2021, the City shall improve the base salary schedule for all bargaining unit classifications in Appendix A by two percent (2.0%) over the 2020-2021 salary schedule for bargaining unit represented employee in active, paid status on the effective date. The 2021-2022 salary schedule shall be titled “2021-2022 Salary Schedule” and shall be attached to this Agreement as Appendix A-1.

7.2.2 2022-2023 Salary Schedule

Effective at the beginning of the first pay period in July 2022, the City shall improve the base salary schedule for all bargaining unit classifications in Appendix A by two percent (2.0%) over the 2021-2022 salary schedule in Appendix A-1 for bargaining unit represented employee in active, paid status on the effective date. The 2022-2023 salary schedule shall be titled “2022-2023 Salary Schedule” and shall be attached to this Agreement as Appendix A-2.

When preparing a total compensation survey for use at the bargaining table as described in Government Code Section 3505.4(d), the City agrees to consider the parties' historic use of the following cities as one element of determining total compensation: Belmont, Burlingame, Daly City, Foster City, Menlo Park, Millbrae, Redwood City, San Bruno, and South San Francisco.

7.3 Salary Schedule Regulations

The rates of pay set forth in Appendices A, A-1 and A-2 (1) 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; (2) represent the total compensation due unit represented employees, except for overtime compensation and other benefits specifically provided for by City Council or this Memorandum of Understanding; and (3) do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

7.4 One-Time Lump Sum Payment for FY 2021-2022 and FY 2022-2023

7.4.1 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 beginning on the pay date for the first pay period following City Council approval of the MOU. The lump sum payment will be provided in four equal installments over four consecutive pay periods.

7.4.2 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 beginning on the pay date for the next pay period after July 1, 2022. The lump sum payment will be provided in four equal installments over four consecutive pay periods.

7.5 Hourly Rate of Pay

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

7.6 Certification/Driver's License Pay

Unit represented employees who have been requested by the City to obtain a driver's license with an "A" or "B" designation (commercial license) and whose duties require this type of driver's license will receive an additional one hundred and fifty dollars (\$150) per month.

7.7 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 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.

7.8 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.

7.9 Pay Days

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

7.10 Performance Evaluations and Merit Salary Increases

Effective with any evaluation initiated after adoption of this Memorandum of Understanding, each unit represented employee shall have a salary range with a designated minimum and maximum salary only, with no pre-established advancement steps within the range. Consideration for a merit salary increase will be made by the supervisor in conjunction with the unit represented employee's performance evaluation which must be given on an annual basis beginning at the sixth (6th) month of employment and every year thereafter until the top step of the range has been reached. No increase in salary shall be automatic merely upon completion of a specific period of service. All increases shall be based upon merit as established by the record of the unit represented employee's performance and shall require recommendation of the department director and approval of the City Manager. Standards of performance shall become progressively higher as the unit represented employee advances through the salary range.

Unit represented employees shall be eligible for merit salary increases of between three percent (3%) to seven percent (7%) based on a performance evaluation and recommendation of their supervisor. Merit increases will become effective upon the unit represented employee's designated anniversary date, if approved. Once awarded, the increase for meritorious service will normally be continued in future years and not be revoked at the end of the year in which granted, except as provided otherwise in this Section.

Unit represented employees at the top of their designated salary range shall also be evaluated on an annual basis by their supervisor. If such unit represented employee has a satisfactory evaluation with the individual's performance being at an acceptable level, the unit represented employee's salary shall continue to be at the top of his designated salary range. If the unit represented employee's general performance and work habits are unsatisfactory, or the unit represented employee demonstrates inferior work, lack of application, or an indifferent attitude, an increase in salary may be withheld in lieu of

dismissal or other disciplinary action, or the salary of the unit represented employee may be reduced to a maximum of five percent (5%) within the established salary range for his classification upon recommendation of the department head and approval of the City Manager. Any regular unit represented employee shall, upon request, be given a statement of the justification for reduction in salary and shall be entitled to appeal as provided in Section 22 (Grievances).

If the City Manager at any time determines that it is in the City's interest, she 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.

7.11 Exceptional Contribution Adjustment

When a unit represented employee makes a unique contribution to the City that is not expected in the normal discharge of the responsibilities of the position, and when such contribution is obvious by its significant, substantial, and unique nature, the individual may be awarded an exceptional contribution adjustment. Such an award will be limited to a maximum of five percent (5%) and be granted in a lump sum or for a specific limited interval of time, however, not more than twelve (12) months. The actual percentage amount up to the five percent (5%) limit and the time interval for which it is to be awarded will be determined by the City Manager and will be based upon the quality and significance of the contribution that is being recognized. There shall be no more than three (3) exceptional contribution adjustments for personnel in any one (1) year.

7.12 Salary Upon Transfer or Promotion

The transfer of a unit member shall not be cause for a change in salary. All unit represented employee of the City upon promotion shall be entitled to an increase in salary of not less than five percent (5%) above their current salary; provided, however, that in no event shall the unit member receive more than the maximum salary for the classification.

7.13 Work Out of Classification/Limited Assignment

A unit represented employee shall not work out of his classification except in emergencies, or unless he is specifically assigned by his department director, or the department director's duly authorized representative in accordance with the following procedure:

A unit represented employee may be reassigned from the duties of his classification to perform the duties of another classification by means of a Limited Assignment. Limited Assignment shall be made only to existing positions that are not actively occupied by reason of the temporary absence of the regular appointed incumbent. Limited Assignment shall not be made where the position is vacant. Limited Assignment shall be in writing on an approved form, which among other things shall indicate the name of the unit represented employee, his regular classification, and the classification to which he is assigned on a limited basis. The Limited Assignment must be dated and signed by the

department director or his duly authorized representative and approved by the City Manager. Unit represented employee working on a Limited Assignment shall be paid at the beginning of the salary range for such higher classification or not less than five percent (5%) above the unit represented employee's regular salary, whichever is greater, when the unit represented employee serves in the higher classification for one full workweek or five consecutive workdays retroactive to the first day.

7.14 Tier One Certificates

A unit represented employee hired into the bargaining unit on or prior to June 30, 2008, and who held a certificate or certificates issued by either the State of California Water Environmental Association (collections and laboratory unit members) or by the State of California Water Resources Control Board (operators) on or prior to June 30, 2008, shall maintain the Tier One Certification pay the unit represented employee was receiving on June 30, 2008, shown in this section 7.13. Such additional pay is based on compounding of the following steps.

4% salary increase for achieving a Grade II Certificate or equivalent 7% salary increase for achieving a Grade III Certificate

8% salary increase for achieving a Grade IV Certificate

10% salary increase for achieving a Grade V Certificate

No unit represented employee employed into the bargaining unit after June 30, 2008, shall be entitled to the compounded certificate pay described in this section 7.13, Tier One Certificates.

Unit represented employee hired into the bargaining unit on or before June 30, 2008 shall not receive any further increase in certification pay based on acquisition of a higher certificate unless they would have received an increase as a Tier 2 unit member.

Example: An Operator I hired before 6/30/2008 has a Grade II certificate, entitling 4% above base salary. The Operator 1 earns a Grade III certificate. Result: the Operator 1 is entitled to certification pay of 7%, rather than a compounded 11%, which would have been the result under the prior MOU.

7.15 Tier Two Certificates

A unit represented employee hired into the bargaining unit on or after July 1, 2008, and who holds certificates or earns certificates issued by, either the State of California Water Environmental Association (collections and laboratory unit represented employee) or by the State of California Water Resources Control Board (operators) shall receive the following additional pay, without-compounding.

**Operator I, Electrical Instrumentation Tech I, or Lab Technician
(must obtain Grade I certification within first year)**

- Grade II — 4% above the Operator-I base pay
- Grade III — 8% above the Operator I base pay
- Grade IV — 11% above the Operator I base pay
- Grade V — 13% above the Operator I base pay

Operator II or Electrical Instrumentation Tech II (must hold a Grade II):

- Grade III — 4% above the Operator II base pay
- Grade IV — 7% above the Operator II base pay
- Grade V — 9% above the Operator II base pay

Operator III, Electrical Instrumentation Tech III, or Lab Supervisor (must hold a Grade III certificate):

- Grade IV — 4% above the Operator III base pay
- Grade V — 6% above the Operator III base pay

7.16 Certification Required For Temporary, Acting, Or Permanent Positions

All unit represented employees in temporary, acting, or permanent positions must have the following Grade Certification:

- Operator II — Grade II
- Operator III — Grade III

7.17 Dual Certification

When unit represented employees are scheduled to cover multiple roles requiring different certifications, they shall receive dual certification pay for that pay period. (Ex: During a pay period a worker operates under a CWEA certification and under a SWRCB certification, the worker receives pay for both certifications.)

SECTION 8. 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 last merit increase, promotion, demotion or reinstatement.

SECTION 9. HOURS OF WORK

9.1 Hours of Work

The regular workweek for full-time unit represented employee shall consist of forty (40) hours. A maximum of ten (10) hours shall constitute a regular day's work. Unit represented employees shall be assigned to work four ten-hour shifts per workweek.

9.2 Workweek

The workweek, for purposes of this MOU, shall be defined as beginning and ending at midnight on Saturday.

9.3 Ready For Work

Unit **represented employee** shall be dressed in the appropriate uniform and be ready to work at the designated time for the beginning of the unit represented employee's shift. Unit **represented employees** not dressed and ready at the beginning of the shift shall be considered tardy.

9.4 Meal Break

The practice within the bargaining unit regarding lunch breaks shall be modified to conform with Personnel Rule VII (Attendance and Leaves), section E-1, calling for a one hour unpaid meal break or a minimum of 30 minutes; provided, that lunch not taken at the direction of management on a given day shall be paid. On weekends and holidays when only one Operator is working at the plant, the lunch break will be paid.

9.5 Meal Allowance

When the City requires a unit represented employee to work more than three (3) hours beyond the end of the unit represented employee's regularly scheduled shift, the City shall provide the unit represented employee with a meal. Instead of providing a meal, at the option of the City, the City may reimburse the unit represented employee for the cost of the meal up to a maximum of Eight Dollars and Fifty Cents (\$8.50). No unit represented employee shall be entitled to a meal allowance for scheduled overtime and this section 9.5 shall not apply to scheduled overtime.

9.6 Full Paycheck

In order to provide the employee with a full paycheck where circumstances may dictate otherwise (except in disciplinary matters) the following order shall be used: (1) Floating Holiday, (2) Compensatory Time Off (CTO), and (3) Vacation Hours. (Moved from 5.8)

SECTION 10. OVERTIME

10.1 Authorization

Any authorized time worked in excess of the unit represented employee's regular workday or workweek must be approved in advance by the Department Director or his designee; provided, however, that for emergency conditions, the Department Director may approve exceptions to this procedure.

10.2 Overtime and Compensatory Time Off (CTO)

10.2.1 Overtime Definition

Any authorized time worked in excess of the unit represented employee's regular workweek, as shown on Appendix A, 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. All overtime shall be calculated to the nearest quarter (1/4) hour in favor of the unit represented employee.

10.2.2 Compensatory Time Off (CTO)

Unit represented employees may opt to be paid for overtime worked either by monetary payment or by compensatory time off. Compensatory time off shall be taken at a time mutually agreeable to the unit represented employee and the Department Director. Compensatory time off which accrues in excess of eighty (80) hours must be liquidated by monetary payment except in emergency situations approved by the Department Director. Unit represented employees who terminate employment shall be paid for all compensatory time off accrued at the rate of pay at time of termination.

SECTION 11. DIFFERENTIAL

11.1 City May Require A Second Shift

If the City decides to expand the Wastewater Treatment Plant operations in a manner that requires a second shift, the City shall provide advance notice to the Union. Upon request of either party, the parties will re-open this Section 11.1 to negotiate regarding potential differential pay for unit represented employees required to work this second shift. For purposes of this Section 11.1, a second shift shall be defined to include a shift with a start time that is one hour or more before 5:30 a.m. or an end time that is one hour or more after 5:30 p.m.

11.2 Call-Back Pay

Unit represented employees called back during off-duty hours more than two (2) or more hours prior to the start of their scheduled shift shall be compensated at a minimum of two (2) hours at time and one-half (1½) pay, with time and one-half (1½) pay for all additional overtime worked above two (2) hours. There shall be no pyramiding of call-back pay.

11.3 Call-In

Full-time regular unit represented employees who are called in within two (2) hours prior to the start of their scheduled shift shall be paid at the rate of time and one-half (1-1/2) their regular rate for all hours worked prior to the start of their scheduled shift. Full-time

regular unit represented employees shall complete their scheduled shift at the appropriate straight-time rate if required by the unit represented employee's Supervisor.

11.4 Notice

A full-time regular unit represented employee shall be deemed to have been "recalled to work" only when he receives notice of work to be done after leaving the work site. If he receives such notice of work to be done before leaving the work site, but after the close of his preceding regular shift, he shall be deemed to have worked continuously.

11.5 Standby Time

The City may establish reasonable reporting procedures for the implementation of this Section. The City shall pay unit represented employees on standby status fifty dollars (\$50) per day.

11.6 Major Emergency

If a major emergency is declared by the department director, and a unit represented employee is required to work beyond their normal shift, the unit represented employee shall have a minimum of eight hours rest before being required to return to work for their next regular shift. If the rest period extends into the regular shift time, such time will be paid at the normal hourly rate. For purposes of this section only, a "major emergency" shall be defined as an actual or predicted severe storm event or other emergency incident that likely will create an overflow or bypass that cannot be handled by the City's existing infrastructure (including the EQ Basin when it is complete and operational) and regularly assigned personnel.

SECTION 12. LAYOFF

At least ten (10) working days prior to the effective day of the layoff, the City Manager or designee shall notify the unit represented employees affected 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 regular 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 member had 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 a reemployment 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 reemployment. 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.

SECTION 13. HOLIDAYS

13.1 Authorized Holidays

The authorized holidays for the City of Pacifica are:

- | | | |
|-----|-----------------------------|--|
| 1. | January 1st | New Year's Day |
| 2. | Third Monday in January | Martin Luther King, Jr. Birthday |
| 3. | Third Monday in February | Presidents' Day |
| 4. | Last Monday in May | Memorial Day |
| 5. | July 4th | Independence Day |
| 6. | First Monday in September | Labor Day |
| 7. | November 11th | Veteran's Day |
| 8. | Fourth Thursday in November | Thanksgiving Day |
| 9. | Fourth Friday in November | Friday after Thanksgiving Day |
| 10. | December 24 | Christmas Eve |
| 11. | December 25th | Christmas Day |
| 12. | Floater | To be taken at the mutual convenience of the department and the unit member. |
| 13. | Floater | To be taken at the mutual convenience of the department and the unit member. |

The two (2) floating holidays (items (12) and (13) above) shall accrue to the leave balance of each unit represented employee as of the first pay period ending date following the beginning of a new fiscal year. Unit represented employees hired after July 1st and before January 1st of the fiscal year shall accrue one (1) floating holiday; unit represented employees hired between January 1st and June 30th shall not accrue holiday time until the following July 1st.

13.2 Qualifying

All unit represented employees who qualify for pay on these holidays shall receive eight (8) hours of pay at straight-time rates even though no work shall be required of the unit represented employees.

13.3 Pay Rate for Holiday Work - Shift Employees

In addition to pay for time worked on a holiday, unit represented employees shall receive ten (10) hour's pay for holiday or at the discretion of the City, compensatory time off may be taken in lieu of such pay. Such time off shall be mutually agreeable to the unit represented employee and the City.

13.4 Saturday and Sunday Holidays for Non-Shift Employees

If any of the above holidays fall on a Saturday, it shall be celebrated on the Friday immediately preceding. If any of the above holidays falls on a Sunday, it shall be celebrated on the following Monday.

SECTION 14. VACATIONS

14.1 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 one (1) year probationary period.

14.2 Vacation Credits Accrual

Subject to Section 14.5 regarding maximum vacation accrual, unit represented employees shall earn vacation credits at the rate of eleven (11) days per year for the first (1st) through the fifth (5th) year of service; at the rate of sixteen (16) days per year beginning in the sixth (6th) through the tenth (10th) year of service; at the rate of seventeen (17) days per year beginning in the eleventh (11th) year of service; at the rate of eighteen (18) days per year beginning in the twelfth (12th) year of service; at the rate of nineteen (19) days per year beginning in the thirteenth (13th) year of service; at the rate of twenty (20) days per year beginning in the fourteenth (14th) year of service; at the rate of twenty-two (22) days per year beginning in the fifteenth (15th) year of service; at the rate of twenty-five (25) days per year beginning in the twentieth (20th) year of service; and at the rate of twenty-seven (27) days per year beginning in the twenty-fifth (25th) year of service.

The bi-weekly factor of hours accrued each pay period will be computed based on the number of hours per week that the corresponding job position requires.

14.3 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 tenth (1/10th) hour.

14.4 Vacation Credits Advance

Unit represented employees may take only such vacation as they have accrued 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 unit represented employee shall reimburse the City for any vacation taken in excess of vacation credit accrued.

14.5 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 department director 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 department director may permit the unit represented employee to take such deferred vacation during the following calendar year. No unit represented employee may accrue more than twice his annual vacation allowance.

14.6 Sick Leave During Vacation

If a unit represented employee becomes sick during his vacation, such unit member may charge the period of illness against sick leave credits in the same manner as provided in Section 15 (Sick Leave).

A doctor's certificate shall be required and shall be submitted prior to such charge against sick leave credits.

14.7 Separation from Service

Unit represented employee who terminate employment shall be paid a lump sum for all accrued vacation leave earned prior to the effective day of termination up to the maximum accrual allowed under Section 14.5. Former unit represented employees re-employed by the City shall receive no credit for prior service in determination of vacation benefits.

14.8 Sell Back of Vacation

Unit represented employees will be allowed to sell to the City a maximum of two weeks of vacation leave per year, at the individual's prevailing wage. The unit represented employee must have a balance of forty (40) hours remaining after the return of the hours to the City, This provision may be utilized once during the fiscal year and the request must coincide with a regularly scheduled payday.

SECTION 15. SICK LEAVE

15.1 Sick Leave Plan

15.1.1 Accrual

Regular unit represented employees shall earn sick leave credit at the rate of one (1) day per month. Employees regularly assigned to a 4-10 work schedule shall receive ten (10) hours credit for each day of sick leave earned per month. All other employees shall receive eight (8) hours credit for each day of sick leave earned per month.

15.1.2 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 of the unit represented employee or the unit represented employee's designated family members, as allowed by family illness leave, including necessary physician appointments or disability. Unit represented employees are entitled to use their earned sick leave benefits or the unit represented employee's designated family members, as allowed by family illness leave to be off work without the loss of compensation under the following conditions:

- For the unit represented employee's own illness or injury or for the illness or injury of the unit represented employee's family member as allowed by Family Illness Leave.
- For the unit represented employee'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.
- For unit represented employees who are victims of domestic violence, sexual assault or stalking as specified in state law.
- 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 employee shall be entitled to sick leave compensation except unit represented employee serving the first thirty (30) days of the original one (1) year probationary period.

In order to receive compensation while absent on sick leave, a unit represented employee shall notify his immediate supervisor prior to or within one-half (1/2) hour after 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, unit represented employees may be required to file a physician's statement with the department verifying a medical reason for the absence.

15.2 Incapacity to Perform Duties

The City Manager or designee may require any unit represented employee who City Manager or designee 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 the unit represented employee's duties, the City Manager or department director will engage in the interactive process, to the extent required by law, and may place the unit represented employee on leave of absence without pay. A unit represented employee may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay. However, the unit represented employee may be eligible for long-term disability benefits under Section 16.3.2 (Long- Term Disability). Vacation and sick leave credits shall not accrue when a unit represented employee is on such leave of absence.

15.3 Sick Leave at Retirement

Employees retiring from the City service, under provisions of a City-sponsored retirement plan, shall receive pay for twenty-five percent (25%) of their accumulated sick leave credit not to exceed two thousand seven hundred dollars (\$2,700). Such pay shall be computed at the rate of pay on the date of retirement.

The City has amended its contract with PERS to provide credit for unused sick leave, pursuant to Government Code Section 20965. An employee may choose to take the cash out option as stated above or the unit member may utilize the unused sick leave credit with PERS. No unit represented employee member shall be entitled to take both the cash out option and the PERS credit for unused sick leave.

15.4 Sick Leave at Termination

Unit represented employees resigning from the City, terminated by the City, otherwise terminating their City employment, or being terminated by the City 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 16. LEAVES OF ABSENCE

16.1 Family Illness Leave

As permitted by Labor Code Section 233, a unit represented employee may use up to a maximum of six (6) days per year of the unit represented employee's accrued sick leave per calendar year to attend to an illness of a 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 a unit represented employee or the unit represented employee's spouse or registered domestic partner, or a person who stood in loco parentis when the unit represented employee was a minor child; spouse; registered domestic partner; grandparent; grandchild; or sibling.

All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her family member. The designation of sick leave as taken for this reasons is at the sole discretion of the unit represented employee. This Section does not extend the maximum period of leave to which a unit represented employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave. As in use of sick leave for the unit represented employee's own illness, a doctor's note may be required if the family member's illness is more than one day.

16.2 Jury Duty

A unit represented employee summoned to jury duty shall inform his supervisor and, if required to serve, 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 department director, 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 each day, he shall report to work promptly for the balance of his scheduled shift or workday.

16.3 Military Leave

The provision of the Military and Veterans Code of the State of California as well as the Uniformed Services Employment and Reemployment Act shall govern military leave of City unit represented employee.

16.4 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.

16.5 Leave of Absence Without Pay

Upon written request, the City Manager may grant a unit member 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 upon 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. A copy of the letter granting leave shall be forwarded to the Union within ten (10) calendar days of the commencement of the leave.

16.6 Bereavement Leave

In case of death within the immediate family of a unit represented employee, a unit represented employee shall be entitled to remain absent from duty with pay in order to attend and/or arrange the funeral or memorial services, not to exceed five (5) days. Bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this Section 16.6, immediate family is defined as parent, sibling, spouse, domestic partner, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, great grandparents, step-children, foster children, or other persons with whom there is a demonstrated child-rearing/parental or immediate familial relationship.

16.7 Absence Without Official Leave

Failure of a unit represented employee to report for duty on a normal working day or shift without notice to the department director or designated representative of the reason for such absence within one-half (1/2) hour after the time designated as the beginning of the workday shall constitute absence without official leave and without pay. Unit represented employee should make every effort to contact the department director or designated representative prior to the start of their shift if they plan to be absent.

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

16.8 Disability Leave With Pay

Any regular or probationary unit member occupying a regular position who is absent from duty because of disability caused by illness or injury arising out of and in the course of such unit represented employee's employment with the City that has been declared to be compensable under workers' compensation law shall be allowed a disability leave with pay for the period of incapacity as determined by a physician, but not to exceed three hundred sixty-five (365) calendar days for any one illness or injury. The unit represented employee's compensation during such leave of absence shall be as follows:

First three (3) workdays' absence, no pay; provided, however, that a unit represented employee may use accrued sick leave credit, if any, during the first three (3) workdays' absence; and, provided further, that if a unit represented employee is hospitalized or is absent for fifteen (15) or more consecutive workdays as a result of such illness or injury the unit represented employee shall receive full pay, commencing with the first workday's absence and continuing throughout the period of incapacity but not to exceed thirty (30) consecutive calendar days. Fourth (4th) workday's through thirtieth (30th) consecutive calendar day's absence, full pay throughout the period of incapacity but not to exceed thirty (30) consecutive calendar days from commencement of the disability leave of absence.

Thirty-first (31st) through ninetieth (90th) consecutive calendar day's absence; seventy-five percent (75%) of full pay throughout the period of incapacity but not to exceed three hundred sixty-five (365) consecutive calendar days from commencement of disability leave of absence.

Ninety-first (91st) through three hundred sixty-fifth (365th) consecutive calendar day's absence, fifty percent (50%) of full pay throughout the period of incapacity but not to exceed three hundred sixty-five (365) consecutive calendar days from commencement of disability leave of absence.

For unit represented employees who are absent for thirty-one (31) or more consecutive calendar days and are receiving compensation as provided above, accrued sick leave, if any, shall be integrated with the disability leave payments; provided, however, that the sum of the two shall not exceed the unit represented employee's full pay for the said period and the unused portion of accumulated sick leave will continue to be credited to the unit represented employee. Integration of sick leave credit with disability leave payment is automatic after the thirtieth (30th) consecutive calendar day of absence due to such disability and may not be waived. No disability leave with pay may be granted until the illness or injury is declared compensable under the California workers' compensation law. During such disability leave of absence, the City may request that a unit represented employee be examined by a physician selected by the City. Disability pay provided by the City shall be reduced by any compensation a unit represented employee received pursuant to the workers' compensation law. Full pay as used herein shall mean the unit represented employee's base rate of pay.

16.9 Family Care and Medical Leave

16.9.1 Each eligible unit represented employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

16.9.2 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, a full-time or part-time unit represented employee must have been

employed by the City for at least twelve (12) months, which need not be consecutive, and have actually worked at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave.

16.9.3 Family Care and Medical Leave Entitlement

Subject to the provisions of this MOU, City policy, and state and federal law, including the federal FMLA and the CFRA, an eligible unit represented employee is entitled to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period for any one, or more, of the following reasons:

- 16.9.3.1. The birth of a child and to care for the newborn child (FMLA and CFRA);
- 16.9.3.2. The placement with the unit represented employee of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- 16.9.3.3. To care for the unit represented employee's child, parent, or spouse who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, legal guardian, or other person who stood in loco parentis to the unit represented employee when the unit represented employee was a child. Parent does not include a parent-in-law. "Spouse" means partner in marriage or a registered domestic partner as defined in the Family Code and includes same-sex partners in marriage.)
- 16.9.3.4. Because of a unit represented employee's own serious health condition that makes the unit represented employee unable to perform the functions of the unit represented employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.)
- 16.9.3.5. Because of any qualifying exigency arising out of the fact that the unit represented employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).

The twelve (12) month period for FMLA/CFRA purposes is determined by the fiscal year.

16.9.4 Family Care and Medical Leave to Care for a Covered Servicemember With a Service Injury or Illness

Subject to the provisions of this MOU, City policy, and state and federal law, including the FMLA, an eligible unit represented employee may take FMLA leave to care for a Covered Servicemember with a serious injury or illness if the unit represented employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember. Covered Servicemember for purposes of this section is defined in 29 CFR 825.127(b).

16.9.4.1. An eligible unit represented employee's entitlement under Section 16.9.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a Covered Servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day a unit represented employee takes leave to care for the Covered Servicemember.

16.9.4.2. During the "single 12-month period" described above, an eligible unit represented employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

16.9.5 Pay Status and Benefits

Except as provided in this Article, the family care and medical leave will be unpaid. The City will, however, continue to provide City contributions toward the health plan premiums during the period of family care and medical leave for up to twelve (12) workweeks on the same basis as contributions would have been provided had the unit represented employee not taken family care and medical leave. The unit represented employee will be required to continue to pay the unit represented employee's share of premiums payments, if any.

16.9.6 Relationship of Family Care and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the City as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the unit represented employee may be entitled for the same qualifying reason. A unit represented employee is required to utilize the unit represented employee's accrued sick leave for FMLA/CFRA qualifying absences due to the unit represented employee's own serious health condition. A unit represented employee may be required to use accrued vacation leave for FMLA/CFRA qualifying reasons unrelated to the unit represented employee's own serious health condition.

16.9.7 Notice to the City

- 16.9.7.1. The unit represented employee must provide written notice to the City as far in advance of the leave as possible and as soon as the unit represented employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least thirty (30) calendar days in advance of the leave, or if not reasonably known thirty (30) calendar days before the leave, then as soon as reasonably practicable.
- 16.9.7.2. The written notice must inform the City of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.
- 16.9.7.3. The unit represented employee shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

16.9.8 Medical Certification

- 16.9.8.1. A unit represented employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit represented employee shall provide the City with recertification by the health care provider.
- 16.9.8.2. A unit represented employee's request for family care and medical leave because of unit represented employee's own serious health condition shall be supported by a certification issued by the unit represented employee's health care provider.
- 16.9.8.3. As a condition of a unit represented employee's return from leave taken because of the unit represented employee's own serious health condition, the unit represented employee is required to obtain certification from the unit represented employee's care provider that the unit represented employee is able to resume work.
- 16.9.8.4. Required Medical Certification Forms

Unit represented employees are required to use the medical certification forms available from the City Human Resources Department to meet the certification and recertification

requirements of this Section. The form, "CERTIFICATION OF HEALTH CARE PROVIDER (California Family Rights Act (CFRA) AND FAMILY CARE AND MEDICAL LEAVE ACT (FMLA))" is attached as APPENDIX B-1. The form, "CERTIFICATION OF HEALTH CARE PROVIDER FOR PREGNANCY DISABILITY LEAVE, TRANSFER AND/OR REASONABLE ACCOMMODATION" is attached to this MOU as APPENDIX B-2.

16.9.9 Minimum Duration of Leave

16.9.9.1. Leave does not need to be taken in one continuous period of time.

Leave taken for a serious health condition of the unit represented employee's child, parent, or spouse of the unit represented employee may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, intermittent or reduced work schedule leave may be taken for absences where the unit represented employee or covered family member is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment by a health care provider.

16.9.9.2. Leave taken for reason of birth, adoption, or foster care placement of a child of the unit represented employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one (1) year of the birth of placement of the child with the unit represented employee. The basic minimum duration shall be two (2) weeks. However, the City shall grant a request for leave of less than (2) weeks' duration on any two (2) occasions.

16.9.10 City's Response to Leave Request

It is the City's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying based on the information provided by the unit represented employee and to notify the unit represented employee of the designation.

16.9.11 Dual Parent Employment

Where both parents are City unit represented employees, allowable leave for the birth, adoption, or foster care placement of a child is limited to a total of twelve (12) work weeks in a 12-month period between the two (2) unit represented employees. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

16.9.12 Unit Represented Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, a unit represented employee is entitled to be returned to the same or equivalent position the unit represented employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit represented employee is also entitled to reinstatement even if the unit represented employee has been replaced or the unit represented employee's job has been restructured to accommodate the unit represented employee's absence. If a unit represented employee is no longer qualified for the position because, e.g., of the unit represented employee's inability to renew a license, as a result of the leave, the unit represented employee shall be given a reasonable opportunity to fulfill those conditions upon returning to work. A unit represented employee has no right to return to the same position. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible unit represented employee's FMLA/CFRA leave.

16.10 Pregnancy Disability Leave

A pregnant unit represented employee is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the unit represented employee is actually disabled by pregnancy, as determined by her health care provider.

16.10.1 Notice to City

Using the City's Certification of Health Care Provider form for pregnancy disability leave, a unit represented employee should provide at least thirty (30) days advance notice or notice as soon as practicable of the unit represented employee's need for pregnancy disability leave or need for reasonable accommodation based on the advice of her health care provider that reasonable accommodation is medically advisable because of pregnancy or a related medical condition.

16.10.2 Use of Sick Leave and Vacation During Pregnancy Disability Leave

A unit represented employee is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. A unit represented employee may, at her option, use accrued vacation during an otherwise unpaid portion of a pregnancy disability leave.

16.10.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 17 (Health and Welfare) during any unpaid portion of a pregnancy disability leave on the same basis that the contribution would have been provided if the unit represented employee had not taken pregnancy disability leave.

16.10.4 Unit Represented Employee Status

During a pregnancy disability leave, the unit represented employee shall retain unit represented employee status, and the leave shall not constitute a break in service for any purpose under this MOU except that the leave shall not count toward completion of probation.

16.10.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

16.10.5.1. A pregnancy disability leave shall run concurrently with the unit represented employee's FMLA leave entitlement.

16.10.5.2. The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. A unit represented employee's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.

16.10.5.3. At the end of the unit represented employee's period(s) of pregnancy disability leave, or at the end of four months of pregnancy disability leave, whichever occurs first, a CFRA-eligible unit represented employee may request to take CFRA leave of up to twelve (12) workweeks for reason of the birth of her child, if the child has been born by this date.

SECTION 17. HEALTH AND WELFARE

17.1 Medical Insurance – City Contributions.

Effective the first full pay period following City Council approval of this MOU and continuing for the 2022 and 2023 calendar years, 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 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 Section 17 during the successor

contract negotiations in 2021. During the successor contract negotiations, the chart below in this Section 17.1 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.

17.1.1 Health Insurance Premiums

<u>Teamsters 856 Offered Medical Plan</u>			
	Effective July 1, 2021	Effective January 1, 2022	Effective January 1, 2023
		2% Increase	2% Increase
<u>Employee Only</u>	877.70	\$895.25	\$913.16
<u>Employee 1</u>	\$1,700.97	\$1,734.99	\$1,769.69
<u>Employee Plus 2 or more</u>	\$2,211.27	\$2,255.50	\$2,300.61

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

17.1.2 Additional Premium Contributions for Unit Represented Employees Enrolled in the Teamsters 856 Offered Medical Plan for the Current MOU Period Only

For the duration of this MOU only, the City will make additional contributions towards health care premiums above the maximum amounts listed in Section 17.1.1 for unit represented employees enrolled in the Teamsters 856 offered medical plan. Unit represented employees enrolled in the City medical plans will only receive the City contribution listed in 17.1.1 and not the additional contributions listed in 17.1.2. During the periods listed below, the City's total contribution toward health care premiums shall be up to the following maximum amounts per month:

July 1, 2021 to December 31, 2021: \$930.10 (Employee Only); \$1,802.50 (Employee + 1); \$2,343.25 (Employee +2 Or More)

- January 1, 2022 to December 31, 2022: \$948.70 (Employee Only); \$1,838.55 (Employee + 1); \$2,390.12 (Employee +2) Or More)
- January 1, 2023 to June 30, 2023: \$967.67 (Employee Only); (Employee +1) \$1875.32; Employee + 2 or more) \$2437.92.

In no event during this two year period shall the City contribute more than the actual monthly health care premium cost for the applicable plan in which the unit represented employee is enrolled. In order to ensure all City employees receive the same City contribution to employee medical plans, the City shall not be required to continue additional contributions set forth in Section 17.1.2 beyond the expiration of this MOU. After the expiration of the MOU, the maximum contribution amounts listed in the chart in Section 17.1.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit member represented employee.

17.1.3 Eligibility

To be eligible for the Teamsters Health and Welfare Trust Fund Benefits, a unit represented employee must be working or on paid status for 80 or more hours in the preceding calendar month. 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.

17.1.4 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 group health plan, declines City health coverage, and provides the City proof of other health coverage. City Health in-Lieu payments shall be effective the first pay period in August 2015. 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.

17.2 Dental, Orthodontia, and Vision

17.2.1 Teamsters 856 Dental, Orthodontia, and Vision

For each Teamsters 856 unit represented employees enrolled in employee-only, two-party, or family Teamster 856 medical coverage, the City shall contribute an additional one hundred sixty-three dollars (\$163) per month per unit represented employee to the Teamsters 856 Trust Fund, and the Teamsters 856 Trust Fund shall provide such unit represented employee with a composite dental, orthodontics, and vision coverage.

17.2.2 City of Pacifica Self-Funded Dental Plan

For each unit represented employee not enrolled in the Teamsters 856 medical plan, 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 employee:

- 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 employee and per dependent.
- c) A lifetime maximum orthodontia benefit of two thousand dollars (\$2,000) for each eligible employee and dependent.

17.2.3 City of Pacifica VSP Vision Plan

For each unit represented employee not enrolled in the Teamsters 856 medical plan, the City shall contribute the following amounts per month per unit represented employee:

- 17.2.3.1. Unit Represented Employee Only - \$18.29
- 17.2.3.2. Unit Represented Employee Plus One - \$26.52
- 17.2.3.3. Unit Represented Employee Family - \$47.56

17.3 Life and Disability Insurance

17.3.1 Life Insurance

The City shall contribute an amount necessary to provide the life insurance in the amount of thirty thousand dollars (\$30,000) for each eligible unit represented employee. Unit represented employees in this unit may purchase additional life insurance at their own expense through payroll deduction. Unit **represented employees** may also purchase, through the same voluntary method, life insurance for dependents.

17.3.2 Long-Term Disability Plan

The City shall contribute an amount necessary to provide the long-term disability plan benefits presently in effect for each eligible unit represented employee.

17.4 Domestic Partners Health Benefits

The City will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit represented employees to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit represented employee under this MOU. This coverage is conditioned upon the domestic partnership meeting all the criteria of California Family Code Section 297, et seq. and that a valid declaration of domestic partnership has been filed with the Secretary of State pursuant to Family Code Section 297, et seq., registering the domestic partnership. Domestic partners may enroll in the City's medical, dental, and vision plans pursuant to this Section only to the extent that the City's carriers provide such coverage.

17.5 Coverage During Unpaid Leave

Except as otherwise provided in this MOU, unit represented employees on City approved unpaid leaves of absence shall continue to receive health and welfare benefits for the period of the leaves if they wish to purchase such benefits at the current group rates, to be paid by the unit represented employee to the City one (1) month in advance.

17.6 Medical Flexible Spending Account

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified flexible medical spending accounts (FSA). Unit represented employees may have funds deducted pre- tax from the unit represented employee's paycheck and deposited into the IRS qualified FSA accounts.

17.7 Dependent Care Flexible Spending Account

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified Dependent Care Flexible Spending accounts. Unit represented employees may have funds deducted pre-tax from the unit represented employee's paycheck and deposited into an IRS qualified Dependent Care Flexible Spending account. If, in its sole discretion, the City determines that administration of the Program will require the services of an outside entity or contractor, participating unit represented employees shall be responsible for paying their share of the outside contractor's administration fee.

17.8 Commuter Assistance Account

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified Commuter Plan. Unit represented employees may have funds deducted pre-tax from the unit represented employee's paycheck and deposited into the IRS qualified Commuter Assistance account.

17.9 VantageCare Retirement Health Savings Account

Unit represented employees may voluntarily participate in and contribute to the City's VantageCare Retirement Health Savings Plan to set aside pretax contributions for health-related expenses after separation or retirement.

17.10 Participation in Tax-Sheltered Annuities

To the extent permitted by the internal revenue service, the City will offer an IRS qualified tax sheltered annuity plan. Unit represented employees may have funds deducted pre-tax from the unit represented employee's paycheck and deposited into the IRS qualified tax sheltered annuity plan account.

17.11 Participation in IRS 457 Deferred Compensation Plan

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified 457 deferred compensation plan. Unit represented employees may have funds deducted pre-tax from the unit represented employee's paycheck and deposited into the IRS qualified 457 deferred compensation plan.

17.11.1 Beginning the first pay period after July 1, 2022, City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan for the remainder of calendar year 2022.

17.11.2 For calendar year 2023 through the last pay period in June 2023, City shall provide a one percent (1%) of base salary match to each unit represented employee's one percent (1%) of base salary contribution to their IRS qualified 457 deferred compensation plan. However, unit represented employees shall have the individual option to have the equivalent of that one percent (1%) match as money paid to the unit represented employee and deducted pre-tax

from the unit represented employee's paycheck and applied to their health insurance premiums under the City's offered health insurance plans. This election must be made during open enrollment for the 2023 calendar year. Should a unit represented employee fail to make the election by the election deadline, the 1% of base pay will be provided as a match to their IRS qualified 457 deferred compensation plan through the last pay period in FY 2022-2023.

This deferred compensation and its option to apply the cash equivalent to health insurance premiums will end the last pay period for Fiscal Year 2022-2023.

SECTION 18. SAFETY EQUIPMENT

Unit represented employees required to wear steel-toed safety shoes in the performance of their job duties shall receive an allowance of two hundred twenty-five dollars (\$225) each year. This dollar amount is paid in advance for use during the year. It shall be prorated up to six (6) months for unit represented employees hired after January of the year in which it is paid, up to a minimum payment of one-half (1/2) the annual allowance for six (6) months. The following represented employees of this unit are entitled to the above amounts: Laboratory Technician II, Operator I, Operator II, and Operator.

SECTION 19. TUITION REIMBURSEMENT PROGRAM

A unit represented employee may be reimbursed up to a maximum of six hundred and fifty dollars (\$650) within one 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 or that the unit represented employee will be better prepared for promotional opportunities.

The unit represented employee must submit a Request for Tuition Reimbursement form to the unit represented employee's department director providing all information needed for an evaluation of the request. The department director shall recommend approval or disapproval and forward the request to the Human Resources Department, whose decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment. Tuition reimbursement shall be made to the unit represented employee upon completion of the course study with a copy of the report card reflecting a grade "C" or better, along with original documentation supporting the tuition reimbursement. A copy of this information is for placement in the unit represented employee's personnel file. All reimbursement must be returned to the City in full if the unit represented employee does not achieve at least a "C" grade. If the unit represented employee leaves City employment within one (1) year after reimbursement, such unit represented employee is required to refund one-half (1/2) of the reimbursement to the City.

SECTION 20. PROBATIONARY PERIOD

20.1 Duration of Probationary Period

All appointments and promotions shall be tentative and subject to a probationary period of not less than one (1) year from the date of appointment or promotion. If a unit represented employee's extended absence from work has prevented a full probationary evaluation, the City Manager or designee shall have the right, in his or her sole discretion, to extend the probationary period to provide a full one (1) year probationary period. For the purpose of this Section, an extended absence from work shall be defined as absences of at least one (1) calendar month or six (6) cumulative weeks.

20.2 Termination

Where the authority has been delegated by the City Manager, the Department Director may terminate a probationary unit represented employee at any time during the probationary period for any reason. Upon such action of termination, the probationary unit represented employee shall have no right of appeal in any manner and no recourse to any of the procedures set forth in the Memorandum of Understanding.

20.3 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 in which 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 Department Director and approval of the City Manager.

20.4 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 re-employment eligibility 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.

20.5 Layoff

A unit represented employee who is laid off and subsequently appointed as a result of certification from a general employment eligibility 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 re-

employment eligible list before they achieved regular status shall start a new probationary period when appointed from a re-employment eligibility list.

20.6 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.

20.7 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 appointing authority without right of appeal and without recourse to the procedures provided in Section 23 (Grievances) hereof.

20.8 Grade 1 Certificate And Completion of Probationary Period

A new unit represented employee shall not complete probation without earning and receiving a Grade I certificate issued by either the State of California Water Environmental Association (collections and laboratory unit members) or by the State of California Water Resources Control Board (operators).

SECTION 21. DISMISSAL, SUSPENSION, OR DEMOTION FOR CAUSE

The City Manager or designee may dismiss, demote, or suspend any unit represented employee for cause. Suspension without pay shall not exceed thirty (30) days in any fiscal year. In accordance with applicable State law, a unit represented employee shall be notified in writing of any proposed disciplinary action with a copy to the Union and shall be given an opportunity to respond in writing or in person. Any regular unit represented employee 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 22. GRIEVANCES

22.1 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 the named City official shall be final, the interpretation or application of those provisions are not subject to the grievance procedure.

22.2 Procedure

Grievances shall be processed in the following manner:

22.2.1 Step One

Any unit member who believes that the unit represented employee has a grievance may discuss his complaint with the immediate supervisor in the department in which the unit member represented employee. The grievance shall be presented to the immediate supervisor within fourteen (14) calendar days of the event giving rise to the grievance. Grievances not presented in the time period shall be considered resolved. The grievance shall state the particulars of the grievance and the nature of the determination desired. The supervisor shall meet with the grievant to attempt to settle the grievance. If the issue is not resolved within the department, or if the unit represented employee elects to submit his grievance directly to the Union, the procedures hereinafter specified may be invoked. A grievance may be filed on behalf of a unit represented employee by the unit represented employee or jointly on behalf of a group of unit represented employees or by the Union.

22.2.2 Step Two

Any grievance that has not been resolved by the procedure above may be referred to the department director by the complainant. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The department director shall investigate the issue and attempt to reach a satisfactory resolution of the problem.

22.2.3 City Manager Step

Any grievance which has not been resolved by the procedures above may be referred to the City Manager by the complainant or by the department director. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who is not the department director to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance or to make recommendations to the City Manager. No grievance may be further processed under this Section unless it has been filed in accordance with above paragraphs 22.2.1 and 22.2.2.

22.2.4 Adjustment Board Step

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 three (3) Union representatives, appointed by the Union, and three

(3) City representatives, appointed by the City.

22.2.5 Binding Arbitration

If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City Manager. The Union and the City shall equally share arbitrator and court reporter fees and expenses. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

22.3 Final And Binding

Decision 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 the Waste Water Treatment Plant bargaining unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 22.1.

22.4 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.

22.5 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 City Manager 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.

When the City Manager in pursuance of Section 22.2.3 above resolves a grievance that involves suspension or discharge, the City Manager 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 had such right, he may not order reinstatement and may not assess any penalty upon the City.

22.6 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that unit members 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.

22.7 Mutual Agreement on Changes

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

SECTION 23. RETIREMENT

23.1 Unit represented employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section.

23.2 Tier One: 2.5% at 55 Retirement Program – Bargaining Unit Represented Employees Hired On or Before December 31, 2012 and Unit Represented Employees Qualified for Reciprocity (Classic Member)

This Section (including subsections) shall apply to bargaining unit represented employees hired on or before December 31, 2012. In addition, this Section 23.2 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 (Classic Member) requirements:

23.2.1 2.5% at 55 Pension Formula

The “2.5% @ 55” retirement program will be available to bargaining unit represented employees covered by this Section.

23.2.2 Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit represented employees covered by this Section 23.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

23.2.3 Required Bargaining Unit Represented Employee Contributions

23.2.3.1. Bargaining unit represented employees covered by this Section 23.2 shall continue to pay, through payroll deduction, the 8.0% member contribution.

23.2.3.2. Pension Cost Sharing

Effective the first payroll period after July 27, 2015, bargaining unit represented employees covered by this Section 23.2 shall pay, through payroll deduction, the 8.0% member contribution and an additional 1% of PERSable compensation for a total contribution of 9% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

Effective the first day of the first full pay period in July 2016, bargaining unit represented employees covered by this Section 23.2 shall pay, through payroll deduction, the 8.0% member contribution and an additional 2% of PERSable compensation for a total contribution of 10% toward the normal costs of pension benefits as permitted by Government Code Section 20516.

Effective the first day of the first full pay period in July 2017, bargaining unit represented employees covered by this Section 23.2 shall pay, through payroll deduction, the 8% member contribution and an additional 2.5% of PERSable compensation for a total contribution of 10.5% toward the normal costs 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 provide for this cost sharing pursuant to Government Code Section 20516. 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 and completion of the City's amendment to the CalPERS contract, unit represented employee contributions will be made pursuant to Government Code Section 20516, Unit represented employee Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in this Section 23.2, 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 Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 23.2.

23.3 Tier Two: PEPRA Retirement Tier Required For Bargaining Unit Represented Employees Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)

This Section 21.3 (including subsections) shall apply to bargaining unit represented employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity (not a Classic Member) as stated in Government Code Section 7522.02(c).

23.3.1 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to bargaining unit represented employees covered by this Section 23.3.

23.3.2 Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit represented employees covered by this Section 23.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

23.3.3 Required Bargaining Unit Represented Employee Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit represented employee covered by this Section 23.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

23.3.3.1 Pension Cost Sharing

Effective the first pay period after July 27, 2015, in addition to paying 50% of normal costs as described above, bargaining unit represented employees covered by this Section 23.3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation toward the City’s normal cost of pension benefits as permitted by Government Code Section 20516.

Effective the first day of the first full pay period in July 2016, in addition to paying 50% of normal costs as described above, bargaining unit represented employees covered by this Section 23.3 shall pay, through payroll deduction, an additional 2.0% of PERSable compensation toward the City’s normal cost of pension benefits as permitted by Government Code Section 20516.

Effective the first day of the first full pay period in July 2017, in addition to paying 50% of normal costs as described above, bargaining unit represented employees covered by this Section 23.3 shall pay, through payroll deduction, an additional 2.5% of

PERSable compensation toward the normal costs 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 provide for this cost sharing pursuant to Government Code Section 20516. 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 and completion of the City's amendment to the CalPERS contract, unit represented employee contributions will be made pursuant to Government Code Section 20516, Unit represented employee Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in this Section 23.3.3.1, 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 Union and the City will take all actions necessary to implement the pension cost sharing agreement described in this Section 23.3.3.1.

23.4 Converting Sick Leave Balance

A unit represented employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965.

23.5 Other Options Included In CalPERS Contract

Unit represented employees shall be eligible for other options included in the City's contract with CalPERS.

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

As permitted by Internal represented employee shall pay through payroll deductions the PERS contributions described in Section 23 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 24. NO STRIKE

The Union, its represented employee 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 employee not covered by this Memorandum of Understanding.

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 or is rendered void by state or federal legislative enactment, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

**SECTION 26. PAST PRACTICES, AND PRIOR/
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 any side letter not incorporated into this MOU between the City and the Union.

SECTION 27. TERM OF AGREEMENT

The parties acknowledge that this MOU must be presented to and approved by the City of Pacifica City Council. This MOU 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 15, 2023, the City and the Teamsters 856, Miscellaneous shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.


Date of Council approval: _____

TEAMSTERS UNION LOCAL 856
Waste Water Treatment Plant Bargaining Unit


CITY OF PACIFICA

Date September 21, 2021

Date _____

By 
Peter Finn, Secretary-Treasurer
Principal Officer
Teamsters Local Union 856

By _____
Kevin Woodhouse
City Manager

By 
Mark Leach
Representative
Teamsters Local Union 856

By _____
Tina Wehrmeister
Assistant City Manager

By _____
David Peel
Teamsters Local Union 856

By _____
Dan Heath
Teamsters Local Union 856

Approved as to Form

By _____
Michelle Kenyon
City Attorney

APPENDIX A-1			
2021-2022 Salary Schedule WWTP Teamsters Local 856			
Effective July 1, 2021			
Increase 2%			
SALARY RANGES FOR WWTP EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2008	Salary Range		Hours per
	Minimum	Maximum	Week
Laboratory Technician - No Certification (base)	\$ 5,663	\$ 7,099	40
Laboratory Technician - Grade II Cert 4% above base (over-certification pay)	\$ 5,890	\$ 7,383	40
Laboratory Technician - Grade III Cert 11% above base (over-certification pay)	\$ 6,286	\$ 7,880	40
Laboratory Technician - Grade IV Cert 19% above base (over-certification pay)	\$ 6,739	\$ 8,448	40
Laboratory Technician - Grade V Cert 29% above base (over-certification pay)	\$ 7,305	\$ 9,158	40
Electrical Instrumentation Tech I - No certification (base)	\$ 5,663	\$ 7,099	40
Electrical Instrumentation Tech I - Grade II Cert 4% above base (over-certification pay)	\$ 5,890	\$ 7,383	40
Electrical Instrumentation Tech I - Grade III Cert 11% above base (over-certification pay)	\$ 6,286	\$ 7,880	40
Electrical Instrumentation Tech I - Grade IV Cert 19% above base (over-certification pay)	\$ 6,739	\$ 8,448	40
Electrical Instrumentation Tech I - Grade V Cert 29% above base (over-certification pay)	\$ 7,305	\$ 9,158	40
Electrical Instrumentation Tech II - Includes mandatory grade II certificate	\$ 6,210	\$ 7,897	40
Electrical Instrumentation Tech II - Grade III Cert 7% above base (over-certification pay)	\$ 6,644	\$ 8,450	40
Electrical Instrumentation Tech II - Grade IV Cert 15% above base (over-certification pay)	\$ 7,141	\$ 9,081	40
Electrical Instrumentation Tech II - Grade V Cert 25% above base (over-certification pay)	\$ 7,762	\$ 9,871	40
Electrical Instrumentation Tech III - Includes mandatory grade III certificate	\$ 6,981	\$ 8,876	40
Electrical Instrumentation Tech III - Grade IV Cert 8% above base (over-certification pay)	\$ 7,539	\$ 9,586	40
Electrical Instrumentation Tech III - Grade V Cert 18% above base (over-certification pay)	\$ 8,237	\$ 10,474	40
Laboratory Supervisor - includes mandatory grade III certificate (base)	\$ 6,981	\$ 8,876	40
Laboratory Supervisor - Grade IV Cert 8% above base (over-certification pay)	\$ 7,539	\$ 9,586	40
Laboratory Supervisor - Grade V Cert 18% above base (over-certification pay)	\$ 8,237	\$ 10,474	40
Operator I - No certification	\$ 5,663	\$ 7,099	40
Operator I - Grade II Cert - 4% above base (over-certification pay)	\$ 5,890	\$ 7,383	40
Operator I - Grade III Cert - 11% above base (over-certification pay)	\$ 6,286	\$ 7,880	40
Operator I - Grade IV Cert - 19% above base (over-certification pay)	\$ 6,739	\$ 8,448	40
Operator I - Grade V Cert - 29% above base (over-certification pay)	\$ 7,305	\$ 9,158	40
Operator II - Includes mandatory grade II certificate (base)	\$ 6,210	\$ 7,897	40
Operator II - Grade III Cert - 7% above base (over-certification pay)	\$ 6,644	\$ 8,450	40
Operator II - Grade IV Cert - 15% above base (over-certification pay)	\$ 7,141	\$ 9,081	40
Operator II - Grade V Cert - 25% above base (over-certification pay)	\$ 7,762	\$ 9,871	40
Operator III - Includes mandatory grade III certificate (base)	\$ 6,981	\$ 8,876	40
Operator III - Grade IV Cert - 8% above base (over-certification pay)	\$ 7,539	\$ 9,586	40
Operator III - Grade V Cert 18% above base (over-certification pay)	\$ 8,237	\$ 10,474	40

SALARY RANGES FOR WWTP EMPLOYEES HIRED ON OR AFTER JULY 1, 2008			
	Salary Range		Hours per
	Minimum	Maximum	Week
Laboratory Technician - No Certification (base)	\$ 5,663	\$ 7,099	40
Laboratory Technician - Grade II Cert 4% above base (over-certification pay)	\$ 5,890	\$ 7,383	40
Laboratory Technician - Grade III Cert 8% above base (over-certification pay)	\$ 6,116	\$ 7,667	40
Laboratory Technician - Grade IV Cert 11% above base (over-certification pay)	\$ 6,286	\$ 7,880	40
Laboratory Technician - Grade V Cert 13% above base (over-certification pay)	\$ 6,399	\$ 8,022	40
Electrical Instrumentation Tech I - No certification (base)	\$ 5,663	\$ 7,099	40
Electrical Instrumentation Tech I - Grade II Cert 4% above base (over-	\$ 5,890	\$ 7,383	40
Electrical Instrumentation Tech I - Grade III Cert 8% above base (over-	\$ 6,116	\$ 7,667	40
Electrical Instrumentation Tech I - Grade IV Cert 11% above base (over-	\$ 6,286	\$ 7,880	40
Electrical Instrumentation Tech I - Grade V Cert 13% above base (over-	\$ 6,399	\$ 8,022	40
Electrical Instrumentation Tech II - Includes mandatory grade II certificate	\$ 6,210	\$ 7,896	40
Electrical Instrumentation Tech II - Grade III Cert 4% above base (over-	\$ 6,458	\$ 8,212	40
Electrical Instrumentation Tech II - Grade IV Cert 7% above base (over-	\$ 6,644	\$ 8,449	40
Electrical Instrumentation Tech II - Grade V Cert 9% above base (over-	\$ 6,769	\$ 8,606	40
Electrical Instrumentation Tech III - Includes mandatory grade III certificate	\$ 6,981	\$ 8,876	40
Electrical Instrumentation Tech III - Grade IV Cert 4% above base (over-	\$ 7,260	\$ 9,231	40
Electrical Instrumentation Tech III - Grade V Cert 6% above base (over-	\$ 7,400	\$ 9,409	40
Laboratory Supervisor - includes mandatory grade III certificate (base)	\$ 6,981	\$ 8,876	40
Laboratory Supervisor - Grade IV Cert 4% above base (over-certification pay)	\$ 7,260	\$ 9,231	40
Laboratory Supervisor - Grade V Cert 6% above base (over-certification pay)	\$ 7,400	\$ 9,409	40
Operator I - Must obtain Grade I certification in first year of employment	\$ 5,663	\$ 7,099	40
Operator I - Grade II Cert - 4% above base (over-certification pay)	\$ 5,890	\$ 7,383	40
Operator I - Grade III Cert - 8% above base (over-certification pay)	\$ 6,116	\$ 7,667	40
Operator I - Grade IV Cert - 11% above base (over-certification pay)	\$ 6,286	\$ 7,880	40
Operator I - Grade V Cert - 13% above base (over-certification pay)	\$ 6,399	\$ 8,022	40
Operator II - Includes mandatory grade II certificate (base)	\$ 6,210	\$ 7,896	40
Operator II - Grade III Cert - 4% above base (over-certification pay)	\$ 6,458	\$ 8,212	40
Operator II - Grade IV Cert - 7% above base (over-certification pay)	\$ 6,644	\$ 8,449	40
Operator II - Grade V Cert - 9% above base (over-certification pay)	\$ 6,769	\$ 8,606	40
Operator III - Includes mandatory grade III certificate (base)	\$ 6,981	\$ 8,876	40
Operator III - Grade IV Cert - 4% above base (over-certification pay)	\$ 7,118	\$ 9,050	40
Operator III - Grade V Cert 6% above base (over-certification pay)	\$ 7,400	\$ 9,409	40
Lab Analyst-Includes mandatory grade II certificate (base)	\$ 6,210	\$ 7,896	40
Lab Analyst - Grade III Cert 4% above base (over-certification pa	\$ 6,458	\$ 8,212	40
Lab Analyst- Grade IV Cert 7% above base (over-certification pa	\$ 6,644	\$ 8,449	40
Lab Analyst- Grade V Cert 9% above base (over-certification pay)	\$ 6,769	\$ 8,606	40

APPENDIX A-2			
2022-2023 Salary Schedule WWTP Teamsters Local 856			
Effective at the beginning of the first pay period in July 2022			
Increase 2%			
SALARY RANGES FOR WWTP EMPLOYEES HIRED ON OR BEFORE JUNE 30, 2008	Salary Range		Hours per
	Minimum	Maximum	Week
Laboratory Technician - No Certification (base)	\$ 5,776	\$ 7,241	40
Laboratory Technician - Grade II Cert 4% above base (over-certification pay)	\$ 6,007	\$ 7,531	40
Laboratory Technician - Grade III Cert 11% above base (over-certification pay)	\$ 6,412	\$ 8,038	40
Laboratory Technician - Grade IV Cert 19% above base (over-certification pay)	\$ 6,874	\$ 8,617	40
Laboratory Technician - Grade V Cert 29% above base (over-certification pay)	\$ 7,451	\$ 9,341	40
Electrical Instrumentation Tech I - No certification (base)	\$ 5,776	\$ 7,241	40
Electrical Instrumentation Tech I - Grade II Cert 4% above base (over-certification pay)	\$ 6,007	\$ 7,531	40
Electrical Instrumentation Tech I - Grade III Cert 11% above base (over-certification pay)	\$ 6,412	\$ 8,038	40
Electrical Instrumentation Tech I - Grade IV Cert 19% above base (over-certification pay)	\$ 6,874	\$ 8,617	40
Electrical Instrumentation Tech I - Grade V Cert 29% above base (over-certification pay)	\$ 7,451	\$ 9,341	40
Electrical Instrumentation Tech II - Includes mandatory grade II certificate	\$ 6,334	\$ 8,055	40
Electrical Instrumentation Tech II - Grade III Cert 7% above base (over-certification pay)	\$ 6,777	\$ 8,619	40
Electrical Instrumentation Tech II - Grade IV Cert 15% above base (over-certification pay)	\$ 7,284	\$ 9,263	40
Electrical Instrumentation Tech II - Grade V Cert 25% above base (over-certification pay)	\$ 7,917	\$ 10,068	40
Electrical Instrumentation Tech III - Includes mandatory grade III certificate	\$ 7,120	\$ 9,054	40
Electrical Instrumentation Tech III - Grade IV Cert 8% above base (over-certification pay)	\$ 7,690	\$ 9,778	40
Electrical Instrumentation Tech III - Grade V Cert 18% above base (over-certification pay)	\$ 8,402	\$ 10,683	40
Laboratory Supervisor - includes mandatory grade III certificate (base)	\$ 7,120	\$ 9,054	40
Laboratory Supervisor - Grade IV Cert 8% above base (over-certification pay)	\$ 7,690	\$ 9,778	40
Laboratory Supervisor - Grade V Cert 18% above base (over-certification pay)	\$ 8,402	\$ 10,683	40
Operator I - No certification	\$ 5,776	\$ 7,241	40
Operator I - Grade II Cert - 4% above base (over-certification pay)	\$ 6,007	\$ 7,531	40
Operator I - Grade III Cert - 11% above base (over-certification pay)	\$ 6,412	\$ 8,038	40
Operator I - Grade IV Cert - 19% above base (over-certification pay)	\$ 6,874	\$ 8,617	40
Operator I - Grade V Cert - 29% above base (over-certification pay)	\$ 7,451	\$ 9,341	40
Operator II - Includes mandatory grade II certificate (base)	\$ 6,334	\$ 8,055	40
Operator II - Grade III Cert - 7% above base (over-certification pay)	\$ 6,777	\$ 8,619	40
Operator II - Grade IV Cert - 15% above base (over-certification pay)	\$ 7,284	\$ 9,263	40
Operator II - Grade V Cert - 25% above base (over-certification pay)	\$ 7,917	\$ 10,068	40
Operator III - Includes mandatory grade III certificate (base)	\$ 7,120	\$ 9,054	40
Operator III - Grade IV Cert - 8% above base (over-certification pay)	\$ 7,690	\$ 9,778	40
Operator III - Grade V Cert 18% above base (over-certification pay)	\$ 8,402	\$ 10,683	40

SALARY RANGES FOR WWTP EMPLOYEES HIRED ON OR AFTER JULY 1, 2008			
	Salary Range		Hours per Week
	Minimum	Maximum	
Laboratory Technician - No Certification (base)	\$ 5,776	\$ 7,241	40
Laboratory Technician - Grade II Cert 4% above base (over-certification pay)	\$ 6,007	\$ 7,531	40
Laboratory Technician - Grade III Cert 8% above base (over-certification pay)	\$ 6,238	\$ 7,820	40
Laboratory Technician - Grade IV Cert 11% above base (over-certification pay)	\$ 6,412	\$ 8,038	40
Laboratory Technician - Grade V Cert 13% above base (over-certification pay)	\$ 6,527	\$ 8,183	40
Electrical Instrumentation Tech I - No certification (base)	\$ 5,776	\$ 7,241	40
Electrical Instrumentation Tech I - Grade II Cert 4% above base (over-	\$ 6,007	\$ 7,531	40
Electrical Instrumentation Tech I - Grade III Cert 8% above base (over-	\$ 6,238	\$ 7,820	40
Electrical Instrumentation Tech I - Grade IV Cert 11% above base (over-	\$ 6,412	\$ 8,038	40
Electrical Instrumentation Tech I - Grade V Cert 13% above base (over-	\$ 6,527	\$ 8,183	40
Electrical Instrumentation Tech II - Includes mandatory grade II certificate	\$ 6,334	\$ 7,896	40
Electrical Instrumentation Tech II - Grade III Cert 4% above base (over-	\$ 6,587	\$ 8,212	40
Electrical Instrumentation Tech II - Grade IV Cert 7% above base (over-	\$ 6,777	\$ 8,449	40
Electrical Instrumentation Tech II - Grade V Cert 9% above base (over-	\$ 6,904	\$ 8,606	40
Electrical Instrumentation Tech III - Includes mandatory grade III certificate	\$ 7,120	\$ 9,054	40
Electrical Instrumentation Tech III - Grade IV Cert 4% above base (over-	\$ 7,405	\$ 9,416	40
Electrical Instrumentation Tech III - Grade V Cert 6% above base (over-	\$ 7,548	\$ 9,597	40
Laboratory Supervisor - includes mandatory grade III certificate (base)	\$ 7,120	\$ 9,054	40
Laboratory Supervisor - Grade IV Cert 4% above base (over-certification pay)	\$ 7,405	\$ 9,416	40
Laboratory Supervisor - Grade V Cert 6% above base (over-certification pay)	\$ 7,548	\$ 9,597	40
Operator I - Must obtain Grade I certification in first year of employment	\$ 5,776	\$ 7,241	40
Operator I - Grade II Cert - 4% above base (over-certification pay)	\$ 6,007	\$ 7,531	40
Operator I - Grade III Cert - 8% above base (over-certification pay)	\$ 6,238	\$ 7,820	40
Operator I - Grade IV Cert - 11% above base (over-certification pay)	\$ 6,412	\$ 8,038	40
Operator I - Grade V Cert - 13% above base (over-certification pay)	\$ 6,527	\$ 8,183	40
Operator II - Includes mandatory grade II certificate (base)	\$ 6,334	\$ 8,054	40
Operator II - Grade III Cert - 4% above base (over-certification pay)	\$ 6,587	\$ 8,376	40
Operator II - Grade IV Cert - 7% above base (over-certification pay)	\$ 6,777	\$ 8,617	40
Operator II - Grade V Cert - 9% above base (over-certification pay)	\$ 6,904	\$ 8,779	40
Operator III - Includes mandatory grade III certificate (base)	\$ 7,120	\$ 9,054	40
Operator III - Grade IV Cert - 4% above base (over-certification pay)	\$ 7,118	\$ 9,050	40
Operator III - Grade V Cert 6% above base (over-certification pay)	\$ 7,548	\$ 9,597	40
Lab Analyst-Includes mandatory grade II certificate (base)	\$ 6,334	\$ 8,054	40
Lab Analyst - Grade III Cert 4% above base (over-certification pa	\$ 6,587	\$ 8,376	40
Lab Analyst- Grade IV Cert 7% above base (over-certification pa	\$ 6,777	\$ 8,617	40
Lab Analyst- Grade V Cert 9% above base (over-certification pay	\$ 6,904	\$ 8,779	40

APPENDIX B-1

**CITY OF PACIFICA
170 Santa Maria Avenue Pacifica, California 94044**

CERTIFICATION OF HEALTH CARE PROVIDER (California Family Rights Act (CFRA) AND FAMILY CARE AND MEDICAL LEAVE ACT (FMLA))

IMPORTANT NOTE: The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.

1. Employee's Name: _____

2. Patient's Name (If other than employee): _____

Patient's relationship to employee: _____

If patient is employee's child, is patient either under 18 or an adult dependent child:

Yes No

3. Date medical condition or need for treatment commenced
[NOTE: THE HEALTH CARE PROVIDER IS NOT TO DISCLOSE THE UNDERLYING DIAGNOSIS WITHOUT CONSENT OF THE PATIENT:]

4. Probable duration of medical condition or need for treatment: _____

5. The attached sheet describes what is meant by a description of what constitutes a "serious health condition" under both the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Does the patient's condition qualify as a serious health condition?

Yes No

6. If the certification is for the serious health condition of the employee, please answer the following:

Yes No

 Is the employee able to perform work of any kind? (If "No," skip next question.)

- Is employee unable to perform any one or more of the essential functions of employee's position? (Answer after reviewing statement from employer of essential functions of employee's position, or, if none provided, after discussing with employee.)

7. If the certification is for the care of the employee's family member, please answer the following:

Yes No

- Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation?
- after review of the employee's signed statement (See Item 10 below), does the condition warrant the participation of the employee? (This participation may include psychological comfort and/or arranging for third-party care for the family member.)

8. Estimate the period of time care is needed or during which the employee's presence would be beneficial:

9. Please answer the following questions only if the employee is asking for intermittent leave or a reduced work schedule.

Yes No

- Intermittent Leave: Is it medically necessary for the employee to be off work on an intermittent basis due to the serious health condition of the employee or family member?

If yes, please indicate the estimated frequency of the employee's need for intermittent leave due to the serious health condition, and the duration of such leaves (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: _____ times per _____ week(s) _____ month(s)

Duration: _____ hours or _____ day(s) per episode

Yes No

- Reduced Schedule Leave: Is it medically necessary for the employee to work less than the employee's normal work schedule due to the serious health condition of the employee or family member?

If yes, please indicate the part-time or reduced work schedule the employee needs:

Yes No ___ hour(s) per day; ___ days per week, from ___ through ___

 Time Off for Medical Appointments or Treatment: Is it medically necessary for the employee to take time off work for doctor’s visits or medical treatment, either by the health care practitioner or another provider of health services?

If yes, please indicate the estimated frequency of the employee’s need for leave for doctor’s visits or medical treatment, and the time required for each appointment, including any recovery period:

Frequency: times per week(s) month(s)

Duration: hours or ___ day(s) per appointment/treatment

ITEM 10 IS TO BE COMPLETED BY THE EMPLOYEE NEEDING FAMILY LEAVE. **TO BE PROVIDED TO THE HEALTH CARE PROVIDER UNDER SEPARATE COVER.**

10. When family care leave is needed to care for a seriously-ill family member, the employee shall state the care he or she will provide and an estimate of the time period during which this care will be provided, including a schedule if leave is to be taken intermittently or on a reduced work schedule:

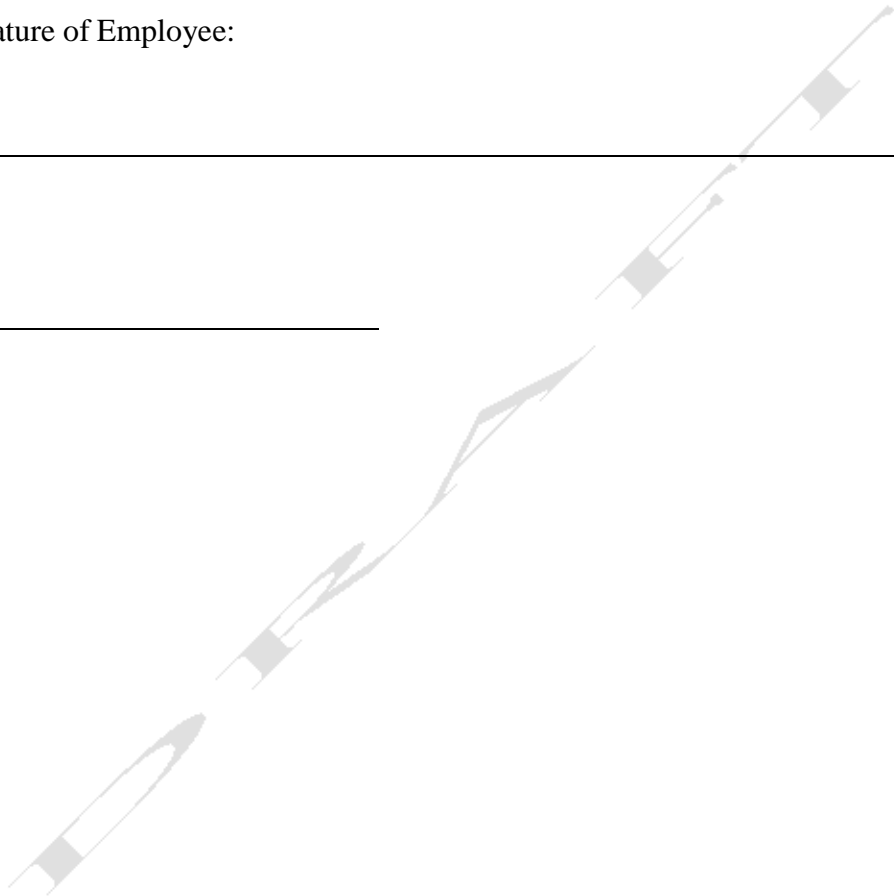
11. Printed name of health care provider: _____

Signature of health care provider:

Date: _____

12. Signature of Employee:

Date: _____



Serious Health Condition

“Serious health condition” means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. A serious health condition may involve one or more of the following:

1. Hospital Care

Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2. Absence Plus Treatment

(a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- (1) Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy [NOTE: An employee’s own incapacity due to pregnancy is covered as a serious health condition under FMLA but not under CFRA] Any period of incapacity due to pregnancy; or for prenatal care.

4. Chronic Conditions Requiring Treatment

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Note: Authority cited: Section 12935(a), Government Code. Reference: Section 12945.2, Government Code; California Genetic Information Nondiscrimination Act, Stats. 2011, ch. 261; Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; and 29 C.F.R. § 825.

APPENDIX B-2

CITY OF PACIFICA

**170 Santa Maria Avenue
Pacifica, California 94044**

**CERTIFICATION OF HEALTH CARE PROVIDER
FOR PREGNANCY DISABILITY LEAVE, TRANSFER AND/OR
REASONABLE ACCOMMODATION**

Employee's Name:

Please certify that, because of this patient's pregnancy, childbirth, or a related medical condition (including, but not limited to recovery from pregnancy, childbirth, loss or end of pregnancy, or post-partum depression), this patient needs (check all appropriate category boxes):

- Time off for medical appointments.
Specify when and for what duration:

- A disability leave. [Because of a patient's pregnancy, childbirth, or a related medical condition, she cannot perform one or more of the essential functions of her job or cannot perform any of these functions without undue risk to herself, to her pregnancy's successful completion, or to other persons.]

Beginning (Estimate): _____

Ending (Estimate): _____

- Intermittent leave. Specify medically advisable intermittent leave schedule:

Beginning (Estimate): _____

Ending (Estimate): _____

- Reduced work schedule. [Specify medically advisable reduced work schedule.]

Beginning (Estimate): _____

Ending (Estimate): _____

- Transfer to a less strenuous or hazardous position or to be assigned to less strenuous or hazardous duties [specify what would be a medically advisable position/duties].

Beginning (Estimate): _____

Ending (Estimate): _____

- Reasonable accommodation(s). [Specify medically advisable needed accommodation(s). These could include, but are not limited to, modifying lifting requirements, or providing more frequent breaks, or providing a stool or chair.]

Beginning (Estimate): _____

Ending (Estimate): _____

Name, license number and medical/health care specialty [printed] of health care provider.

Signature of health care provider:

Date: _____

Authority Cited: Government Code Sections 12935, subd. (a), and 12945.

Reference: Government Code Sections 12940, 12945; FMLA, 29 U.S.C. §2601, et seq. and FMLA regulations, 29 C.F.R. § 825.