

**MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN**

**THE CITY OF PACIFICA**

**And**

**TEAMSTERS LOCAL 856**  
*Miscellaneous Bargaining Unit*

**2021-2023**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF PACIFICA  
AND  
TEAMSTERS UNION LOCAL 856  
*Miscellaneous Bargaining Unit***

The Teamsters Union Local 856 for Miscellaneous 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 the revisions to this MOU were approved by the City Council and ending on June 30, 2021.

As used throughout this Memorandum of Understanding, the pronoun designation “he” or “his” is intended to be applicable to both the 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 City’s Miscellaneous Bargaining Unit. The City’s Miscellaneous Bargaining Unit includes 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 Changes Or Cancellation of Deductions

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

## 2.3 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 employee 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 of 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 employees 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 employee 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.

To address the City's interest in enhancing its talent development efforts, including creating leadership and promotional opportunities for unit represented employees, the parties agree to meet within 30 days of Council approval of the 2018 revisions to the MOU to start discussing options for beginning the process of improving these efforts and opportunities

## **SECTION 7. PAY PLAN**

### 7.1 Base Salaries – Bargaining Unit Classifications

The salary ranges for each bargaining unit classification in effect on June 30, 2021, are stated in Appendix A, attached to and incorporated into this MOU.

### 7.2 Salary Schedule Increase

#### 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 one and one-half percent (1.5%) over the 2020-2021 salary schedule for bargaining unit represented employees in active, paid status on the effective date. The 2021-2022 salary schedule shall be titled “Fiscal Year 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 employees in active, paid status on the effective date. The 2022-2023 salary schedule shall be titled “Fiscal Year 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 Fiscal Year 2021-2022 and Fiscal Year 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; or in the case of a unit represented employee who works thirty-seven and one-half (37.5) hours per week, divide the annual amount by 1950.

#### 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. The City shall use best efforts to provide alternative work assignments for bargaining unit represented employees whose Class B licenses are suspended for periods of six (6) months or less due to an off-duty, non-criminal violation, where the violation does not otherwise implicate fitness for duty. However, it shall be in the City's sole discretion to determine whether operational needs and/or fiscal constraints so allow.

#### 7.7 Civil Engineer License

Upon attaining a professional civil engineer license, incumbents in the assistant civil engineer position shall receive a five percent (5%) increase in salary.

#### 7.8 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.

#### 7.9 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.

## 7.10 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.

## 7.11 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 employees' 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 24 (Grievances).

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

## 7.12 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.

7.13 Salary Upon Transfer or Promotion

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

7.14 Child Care Split Shift Differential Pay

The City shall pay a split shift differential of \$16.00 per day to a unit represented employee employed in the Child Care Technician, Child Care Site Coordinator, the Child Care Assistant Supervisor, Full-Time Child Care Teacher I, Full-Time Child Care Teacher II, and Full-Time Child Care Teacher III (Lead) classifications, assigned to the Parks, Beach, and Recreation Department, and required by the City to regularly work a split shift as defined by this provision 7.14. The City acknowledges that it cannot assign any other classification in the bargaining unit to work a split shift.

“Split shift” shall be defined as a work schedule established by the City which is interrupted by a non-paid non-working period, other than a “bona fide” rest or one-hour meal period.

The split shift differential pay shall not constitute “hours worked” and shall not be included for the purpose of calculating overtime pay. The split shift differential pay is special compensation and shall be reported to CalPERS as compensation earnable or pensionable compensation.

7.15 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 employees 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.

#### 7.16 Pesticide Control Advisor Certificate Pay

Unit represented employees who the City requests to obtain a Qualified Applicator Certificate from the California Department of Pesticide Regulation, and who the City requires to use the certificate as part of their regularly assigned duties will receive an additional fifty dollars (\$50) per month while this Certificate is active (i.e., not expired) and in use.

#### 7.17 Safe Food Protection Manager Certificate Pay

Unit represented employees in the positions of Food Services Coordinator and Senior Services Assistant Supervisor who the City requires to obtain a ServSafe Food Protection Manager Certificate and who the City has assigned to regularly perform duties using this certification will receive an additional fifty dollars (\$50) per month for this Certificate while this Certificate is active (i.e., not expired) and in use.

### **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 employees, for purposes of this Memorandum of Understanding, shall consist of forty (40) hours, except as set forth on Appendix A. The regular workweek for unit represented employees who have a regular workweek other than forty (40) hours shall be set forth on Appendix A and fully incorporated herein.

The City and the Union have agreed to continue the 9/80 work schedule for unit represented employees presently utilizing this schedule. However, should the City desire to terminate the schedule, it will meet with the Union prior to discontinuing the 9/80 work period.

When a unit represented employee does not have sufficient hours in the used pay code category and only in order to provide a full pay period, the needed balance of hours will be taken by the Finance Department from the following categories in the following order listed, provided sufficient hours are available in each category: floater holiday, compensatory time, vacation time.

#### 9.2 Call Back

Unit represented employees who are ordered to report to work during their off-duty hours for the purpose of appearing in Court and who do so at the specified time shall receive pay at time and one-half (1-1/2) hours for three (3) hours. Unit represented employees called back for any

reason other than appearing in Court, shall receive pay at time and one-half (1-1/2) for a minimum of two (2) hours. This provision does not apply to instances where unit represented employees are ordered to report less than three (3) hours prior to their regular starting time or are held over less than three (3) hours after their regular quitting time for the purpose of appearing in Court.

### 9.3 Sewer Calls

Maintenance workers who respond to after hour sewer calls in this unit will receive overtime at a double time (2x) rate.

## **SECTION 10. OVERTIME**

### 10.1 Authorization

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

### 10.2 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. 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.

### 10.3 Major Emergency

If a major emergency is declared by the department director and a unit represented employee is required to work beyond his normal shift, the unit represented employee shall have a minimum of eight (8) hours rest before being required to return to work for his next regular shift. If the rest period extends into the regular shift time, such time will be paid at the normal hourly rate. A "major emergency" is defined as an actual or predicted severe storm event or other emergency incident that cannot be handled by the City's existing infrastructure or regularly assigned personnel.

## **SECTION 11. MEAL ALLOWANCE**

Unit represented employees required to work more than three (3) hours beyond their shift shall be reimbursed for the cost of a meal to a maximum of eight dollars and fifty cents (\$8.50). The time



taken to eat the meal shall be without pay. The meal allowance shall not apply to scheduled overtime, which shall be deemed to be all overtime for which prior notice was provided.

## **SECTION 12. STAND-BY PAY**

Unit represented employees in the Public Works Division of the Public Works Department who are required to stand-by at home on a weekly basis shall be paid fifty dollars (\$50) for each day of a stand-by assignment.

## **SECTION 13. LAYOFF**

### 13.1 Layoff

At least ten (10) working days prior to the effective day of the layoff, the 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 represented employee 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 14. 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 represented employee. |
| 13. | Floater                   | To be taken at the mutual convenience of the department and the unit represented employee. |

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 members hired between January 1st and June 30th shall not accrue holiday time until the following July 1st. Child Care site staff receive a third floating holiday in lieu of the Christmas Eve Holiday.

If one of the holidays listed above falls on a Saturday and the unit represented employee is not regularly scheduled to work that day, the unit represented employee's last regularly scheduled workday preceding the holiday shall be considered a holiday.

If one of the holidays listed above falls on a Sunday and the unit represented employee is not regularly scheduled to work that day, the unit represented employee's first regularly scheduled workday following the holiday shall be considered a holiday.

Any regular full-time unit represented employee who is required to work on any of the holidays specified in Section 14 shall be paid one and one-half (1-1/2) times the unit represented employee's regular straight-time rate of pay for all hours actually worked on such holiday and shall be allowed a regular workday off at a time determined by agreement between the unit represented employee and the department head. If the department head determines that it is not feasible to grant such other workday off, the unit member shall be paid for the holiday worked on the basis of straight-time but not to exceed eight (8) hours for any one (1) holiday.

If one of the holidays listed above occurs during an annual vacation leave, such holiday shall not be charged as vacation leave.

If one of the holidays listed above occurs while a unit represented employee is on authorized sick leave, such holiday shall not be charged as sick leave.

## **SECTION 15. VACATIONS**

### **15.1 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.

### **15.2 Vacation Credits Accrual**

Subject to Section 15.5 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.

### 15.3 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.

### 15.4 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 member shall reimburse the City for any vacation taken in excess of vacation credit accrued.

### 15.5 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 member may accrue more than twice his annual vacation allowance.

### 15.6 Sick Leave During Vacation

If a unit member becomes sick during his vacation, such unit represented employee may charge the period of illness against sick leave credits in the same manner as provided in Section 16 (Sick Leave).

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

### 15.7 Separation from Service

Unit represented employees who terminate employment shall be paid a lump sum for all accrued vacation leave earned prior to the effective day of termination up to the maximum accrual allowed under Section 15.5. Former unit represented employees re-employed by the City shall receive no credit for prior service in determination of vacation benefits.

## 15.8 Return/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 16. SICK LEAVE**

### 16.1 Sick Leave Plan

#### 16.1.1 Accrual

Regular unit represented employees shall earn sick leave credit at the rate of one (1) day per month.

#### 16.1.2 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 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 employees shall be entitled to sick leave compensation except unit represented employees 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.

#### 16.2 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 18.3.2 (Long-Term Disability). Vacation and sick leave credits shall not accrue when a unit represented employee is on such leave of absence.

#### 16.3 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 represented employee may utilize the unused sick leave credit with PERS. No unit represented employee shall be entitled to take both the cash out option and the PERS credit for unused sick leave.

#### 16.4 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 17. LEAVES OF ABSENCE**

#### 17.1 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 an unit represented employee**

**or the unit represented employee's spouse or registered domestic partner (a registered domestic partnership requires filing an Affidavit of Domestic Partnership with the Secretary of State), or a person who stood in loco parentis when the unit 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 a unit represented employee of sick leave also shall apply to the use by a unit represented employee of sick leave to attend to an illness of his or her family member. The designation of sick leave as taken for these 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 unit represented 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.

#### 17.2 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.

#### 17.3 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 employees.

#### 17.4 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.

#### 17.5 Leave of Absence Without Pay

Upon written request, the City Manager may grant a unit represented employee a leave of absence without pay for a definite period not to exceed one (1) year. The City Manager's decision shall be final. Upon expiration of leave of absence, the unit represented employee shall be reinstated in the position held at the time the leave was granted or to another position in the same classification. Failure on the part of a unit represented employee on leave to report promptly 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 member 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.

## 17.6 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 arrange and/or attend 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 17.6, 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.

## 17.7 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 employees 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.

## 17.8 Disability Leave With Pay

Any regular or probationary unit represented employee 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.

## 17.9 Family Care and Medical Leave

17.9.1 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.

### 17.9.2 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.

### 17.9.3 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:

17.9.3.1 The birth of a child and to care for the newborn child (FMLA and CFRA);

17.9.3.2 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);

17.9.3.3 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.)

17.9.3.4 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.)

17.9.3.5 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.

#### 17.9.4 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).

17.9.4.1 An eligible unit member’s entitlement under Section 17.9.4 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.

17.9.4.2 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.

#### 17.9.5 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.

#### 17.9.6 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 member'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.

#### 17.9.7 Notice to the City

17.9.7.1 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.

17.9.7.2 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.

17.9.7.3 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.

#### 17.9.8 Medical Certification

17.9.8.1 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.

17.9.8.2 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.

17.9.8.3 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.

#### 17.9.8.4 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 to this MOU 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.

#### 17.9.9 Minimum Duration of Leave

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

17.9.9.2 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.

17.9.9.3 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 a leave of less than (2) weeks' duration on any two (2) occasions.

#### 17.9.10 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.

#### 17.9.11 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.

#### 17.9.12 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.

#### 17.10 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.

##### 17.10.1 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.

##### 17.10.2 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.

##### 17.10.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 18 (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.

#### 17.10.4 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.

#### 17.10.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

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

17.10.5.2 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.

17.10.5.3 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 18. HEALTH AND WELFARE**

#### 18.1 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 twenty (20) 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 18 during the successor contract negotiations in 2023. During the successor contract negotiations, the chart below in this Section 18.1 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.

##### 18.1.1 Health Insurance Premiums

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

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

### 18.1.2 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 18.1.1 for unit represented employees enrolled in Teamsters 856 offered medical plan. Unit represented employees enrolled in City medical plans will only receive the City contributions listed in 18.1.1 and not the additional contributions listed in this Section 18.1.2. During the periods listed below, the City's total contribution toward health care premiums for unit represented employees enrolled in the Teamsters 856 offered medical plan 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 18.1.2 beyond the expiration of this MOU. After the expiration of the MOU, the maximum contribution amounts listed in the chart in Section 18.1.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit represented employee.

### 18.1.3 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 eighty (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.

### 18.1.4 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.

## 18.2 Dental, Orthodontia, and Vision

### 18.2.1 Teamsters 856 Dental, Orthodontia, and Vision

For each Teamsters 856 unit represented employee 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 employees with a composite dental, orthodontics, and vision coverage.

### 18.2.2. 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 employees:

- a) The annual per-person deductible is twenty-five dollars (\$25) up to a maximum of seventy-five (\$75) per family.
- b) The maximum annual benefit each calendar year shall be two thousand dollars (\$2,000) per eligible employee and per dependent.
- c) A lifetime maximum orthodontia benefit of two thousand dollars (\$2,000) for each eligible employee and dependent.

### 18.2.3. 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:

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

## 18.3 Life and Disability Insurance

### 18.3.1 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 member. 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.

#### 18.3.2 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.

#### 18.4 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 employees 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.

#### 18.5 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.

#### 18.6 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.

#### 18.7 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.

#### 18.8 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.

## 18.9 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.

## 18.10 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.

## 18.11 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.

18.11.1 Beginning the first pay period after Council ratification of the MOU, 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 2021.

18.11.2 For calendar year 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. 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 2022 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 for calendar year 2022.

18.11.3 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 19. 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 members of this unit are entitled to the above amounts:

Automotive Service Worker, Building Maintenance Specialist, Building Inspector, Equipment Mechanic, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Municipal Equipment Operator, Ranger, Parks/Public Works Supervisor, Code Enforcement Officer, Engineers and Project Coordinator.

## **SECTION 20. UNIFORM AND TOOL ALLOWANCE**

Unit represented employees of the Police Department who are required to wear uniforms not provided by the City shall receive a uniform allowance for the purchase and maintenance of uniforms. The uniform allowance shall be six hundred dollars (\$600) per year. Individuals in the position of mechanic will be reimbursed up to \$500 per year for personal purchase of tools used at the work site.

## **SECTION 21. TUITION REIMBURSEMENT**

A unit represented employee may be reimbursed up to a maximum of two thousand dollars (\$2000) 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 22. PROBATIONARY PERIOD

### 22.1 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.

### 22.2 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.

### 22.3 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.

### 22.4 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.

### 22.5 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.

## 22.6 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.

## 22.7 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 24 (Grievances) hereof.

### **SECTION 23. 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 24. GRIEVANCES**

#### 24.1 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 not being subject to the grievance procedure.

#### 24.2 Procedure

Grievances shall be processed in the following manner:

##### 24.2.1 Step One

Any unit represented employee 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 represented employee works. 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.

#### 24.2.2 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.

#### 24.2.3 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 24.2.1 and 24.2.2.

#### 24.2.4 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.

#### 24.2.5 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.

### 24.3 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

miscellaneous bargaining unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 24.1.

#### 24.4 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.

#### 24.5 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 member was notified of such action.

When the City Manager in pursuance of Section 24.2.3 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.

#### 24.6 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 represented employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

#### 24.7 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 25. RETIREMENT**

- 25.1 Unit represented employees are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section.
- 25.2 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 25.2 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:

25.2.1 2.5% at 55 Pension Formula

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

25.2.2 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 25.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

25.2.3 Required Bargaining Unit Member Contributions

25.2.3.1 Bargaining unit represented employees covered by this Section 25.2 shall continue to pay, through payroll deduction, the 8.0% member contribution.

25.2.3.2 Pension Cost Sharing

Effective July 25, 2015, bargaining unit represented employees covered by this Section 25.2 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 25.2 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 25.2 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 member Cost Sharing of Additional Benefits. If the contract amendment is not complete before the effective date of the cost sharing described in this Section 25.2, 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 25.2.

25.3 Tier Two: PEPPRA 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 25.3 (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).

25.3.1 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to bargaining unit represented employees covered by this Section 25.3.

25.3.2 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 25.3 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

25.3.3 Required Bargaining Unit Represented Employee Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit represented employees covered by this Section 25.3 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

25.3.3.1 Pension Cost Sharing

Effective July 25, 2015, in addition to paying 50% of normal costs as described above, bargaining unit represented employees covered by this Section 25.3 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 25.3 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 25.3 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 25.3.3.1, 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 25.3.3.1.

#### 25.4 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 (See Section 16.3).

#### 25.5 Other Options Included In CalPERS Contract

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

#### 25.6 Implementation of Internal Revenue Code Section 414(h)(2)

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit represented employee shall pay through payroll deductions the PERS contributions described in Section 25 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 26. NO STRIKE**

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

## **SECTION 27. 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 28. 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 29. 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, September 27, 2021, except as specifically described in any article, and shall remain in full force and effect up to and including June 30, 2023.

## **SECTION 30. 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: September 27, 2021


TEAMSTERS UNION LOCAL 856  
Miscellaneous Bargaining Unit

CITY OF PACIFICA

Date September 21, 2021

Date 11/3/2021


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

By   
Kevin Woodhouse  
City Manager

By   
Mark Leach  
Teamsters Local Union 856

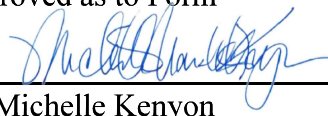
By   
Tina Wehrmeister  
Assistant City Manager

By   
Greta Hayes (Oct 11, 2021 14:52 PDT)  
Greta Hayes  
Teamsters Local Union 856

By   
chrismartin (Oct 11, 2021 14:54 PDT)  
Chris Martin  
Teamsters Local Union 856

By   
Michael Pham (Oct 18, 2021 15:37 PDT)  
Michael Pham  
Teamsters Local Union 856

Approved as to Form

By   
Michelle Kenyon  
City Attorney

# APPENDIX A

## Appendix A-1

### 2021-22 Salary Schedule

#### Teamsters Miscellaneous Local 856

1.5% Increase over 2020-2021 Salary Schedule Effective July 1, 2021

	Salary Range		Hours/Week
	Minimum	Maximum	
Account Technician I	\$ 5,342	\$ 5,779	37.5
Account Technician II	\$ 5,925	\$ 6,381	37.5
Account Technician III	\$ 6,542	\$ 7,045	37.5
Accountant	\$ 7,319	\$ 8,886	40
Administrative Assistant	\$ 4,996	\$ 5,934	37.5
Administrative Clerk	\$ 4,140	\$ 4,913	37.5
Administrative Clerk II	\$ 4,499	\$ 5,431	37.5
Administrative Clerk II (30 hours per week)	\$ 3,602	\$ 4,344	30
Assistant Civil Engineer	\$ 6,893	\$ 9,376	40
Assistant Planner	\$ 7,182	\$ 8,683	40
Building Maintenance Specialist	\$ 5,973	\$ 7,095	40
Child Care Assistant Supervisor	\$ 5,953	\$ 7,072	40
Child Care Site Coordinator	\$ 5,537	\$ 6,577	40
Child Care Teacher I	\$ 3,068	\$ 3,665	40
Child Care Teacher II	\$ 3,682	\$ 4,275	40
Child Care Teacher III (Lead)	\$ 4,112	\$ 4,977	40
Child Care Technician	\$ 4,421	\$ 5,277	37.5
Code Enforcement Officer	\$ 6,283	\$ 8,198	40
Community Service Officer	\$ 5,325	\$ 6,336	40
Community Services Coordinator (formerly MOW Coordinator)	\$ 5,418	\$ 6,450	40
Equipment Operator	\$ 5,628	\$ 6,646	40
Evidence Technician I	\$ 6,248	\$ 7,415	40
Evidence Technician II	\$ 6,561	\$ 7,786	40
Evidence Technician III	\$ 6,887	\$ 8,175	40
Food Services Coordinator	\$ 4,946	\$ 6,304	40
Information System and technology Analyst	\$ 8,437	\$ 10,058	40
Maintenance Worker I	\$ 5,103	\$ 6,160	40
Maintenance Worker II	\$ 5,438	\$ 6,477	40
Maintenance Worker III	\$ 5,867	\$ 6,965	40
Mechanic	\$ 6,249	\$ 7,454	40
Permit Technician	\$ 4,982	\$ 6,069	40
Police Records Clerk	\$ 4,772	\$ 5,788	37.5
Police Records Supervisor	\$ 7,468	\$ 9,055	37.5
Project Coordinator	\$ 6,006	\$ 6,919	40
Property Clerk	\$ 2,286	\$ 2,728	20
Public Works Supervisor (Streets, Parks or Motor Pool)	\$ 7,371	\$ 9,368	40
Ranger I	\$ 5,309	\$ 6,332	40
Recreation Coordinator	\$ 5,418	\$ 6,450	40
Recreation Specialist	\$ 4,471	\$ 5,319	40
Senior Building Maintenance Specialist	\$ 6,241	\$ 9,860	40
Senior Equipment Mechanic	\$ 7,214	\$ 8,607	40
Senior Services Program Coordinator	\$ 5,604	\$ 6,698	40
Senior Services/Recreation Assistant Supervisor	\$ 5,836	\$ 6,932	40
Systems Specialist	\$ 8,036	\$ 9,579	40
Transportation Specialist	\$ 4,951	\$ 6,017	40

**Appendix A-2**  
**2022-2023 Salary Schedule**  
**Teamsters Miscellaneous Local 856**

**2% Increase over 2021-2022 Salary Schedule Effective at the beginning of the first pay period in July 2022**

	Salary Range		Hours/Week
	Minimum	Maximum	
Account Technician I	\$ 5,449	\$ 5,895	37.5
Account Technician II	\$ 6,043	\$ 6,509	37.5
Account Technician III	\$ 6,673	\$ 7,186	37.5
Accountant	\$ 7,466	\$ 9,064	40
Administrative Assistant	\$ 5,096	\$ 6,052	37.5
Administrative Clerk	\$ 4,223	\$ 5,011	37.5
Administrative Clerk II	\$ 4,589	\$ 5,540	37.5
Administrative Clerk II (30 hours per week)	\$ 3,674	\$ 4,431	30
Assistant Civil Engineer	\$ 7,031	\$ 9,563	40
Assistant Planner	\$ 7,326	\$ 8,857	40
Building Maintenance Specialist	\$ 6,093	\$ 7,237	40
Child Care Assistant Supervisor	\$ 6,072	\$ 7,213	40
Child Care Site Coordinator	\$ 5,648	\$ 6,709	40
Child Care Teacher I	\$ 3,130	\$ 3,738	40
Child Care Teacher II	\$ 3,756	\$ 4,361	40
Child Care Teacher III (Lead)	\$ 4,194	\$ 5,076	40
Child Care Technician	\$ 4,510	\$ 5,383	37.5
Code Enforcement Officer	\$ 6,409	\$ 8,362	40
Community Service Officer	\$ 5,431	\$ 6,462	40
Community Services Coordinator (formerly MOW Coordinator)	\$ 5,526	\$ 6,579	40
Equipment Operator	\$ 5,741	\$ 6,779	40
Evidence Technician I	\$ 6,373	\$ 7,563	40
Evidence Technician II	\$ 6,692	\$ 7,942	40
Evidence Technician III	\$ 7,025	\$ 8,338	40
Food Services Coordinator	\$ 5,045	\$ 6,430	40
Information System and technology Analyst	\$ 8,605	\$ 10,259	40
Maintenance Worker I	\$ 5,205	\$ 6,283	40
Maintenance Worker II	\$ 5,547	\$ 6,606	40
Maintenance Worker III	\$ 5,984	\$ 7,104	40
Mechanic	\$ 6,374	\$ 7,603	40
Permit Technician	\$ 5,081	\$ 6,190	40
Police Records Clerk	\$ 4,867	\$ 5,903	37.5
Police Records Supervisor	\$ 7,618	\$ 9,236	37.5
Project Coordinator	\$ 6,126	\$ 7,058	40
Property Clerk	\$ 2,331	\$ 2,783	20
Public Works Supervisor (Streets, Parks or Motor Pool)	\$ 7,518	\$ 9,556	40
Ranger I	\$ 5,416	\$ 6,458	40
Recreation Coordinator	\$ 5,526	\$ 6,579	40
Recreation Specialist	\$ 4,560	\$ 5,425	40
Senior Building Maintenance Specialist	\$ 6,366	\$ 10,057	40
Senior Equipment Mechanic	\$ 7,358	\$ 8,779	40
Senior Services Program Coordinator	\$ 5,716	\$ 6,832	40
Senior Services/Recreation Assistant Supervisor	\$ 5,953	\$ 7,071	40
Systems Specialist	\$ 8,196	\$ 9,770	40
Transportation Specialist	\$ 5,050	\$ 6,137	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:

\_\_\_ hour(s) per day; \_\_\_ days per week, from \_\_\_\_\_ through \_\_\_\_\_

Yes No

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.






# 2021 - 2023 Local 856 Misc MOU

Final Audit Report

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