MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PACIFICA

And

TEAMSTERS LOCAL 856
Miscellaneous Bargaining Unit

JULY 13, 2015 THROUGH JUNE 30, 2018

TABLE OF CONTENTS

Page

SECTION 1. UNION RECOGNITION 1
SECTION 2. ORGANIZATION SECURITY 1
2.1 History of Agency Shop Election 1
2.2 Definitions 3
2.3 Dues Deduction 4
2.4 Agency Fee 4
SECTION 3. NO DISCRIMINATION 7
SECTION 4. UNION REPRESENTATIVES 8
4.1 Attendance at Meetings by Unit Members 8
4.2 Access to Work Locations 8
4.3 Use of City Facilities 8
4.4 Use of Bulletin Boards 9
4.5 Advance Notice 9
SECTION 5. CONTRACTING OUT 9
SECTION 6. LABOR MANAGEMENT COMMITTEE 9
SECTION 7. PAY PLAN 10
7.1 Base Salaries – Bargaining Unit Classifications 10
7.2 Salary Schedule Increase Contingency Agreement 10
7.3 Salary Schedule Regulations 11
7.4 Hourly Rate of Pay 11
7.5 Certification/Driver's License Pay 11
7.6 Civil Engineer License 11
7.7 Salary for New Unit Members 11
7.8 Conversion of Rates 11
7.9 Pay Days 12
7.10 Merit Salary Increases 12
7.11 Exceptional Contribution Adjustment 13
7.12 Salary Upon Transfer or Promotion 13
7.13 Work Out of Classification/Limited Assignment 13
SECTION 8. ANNIVERSARY DATE 13
SECTION 9. HOURS OF WORK 14
9.1 Hours of Work 14
9.2 Call Back 14

TABLE OF CONTENTS
(continued)

Page

9.3 Sewer Calls 14
SECTION 10. OVERTIME 14
10.1 Authorization 14
10.2 Definition 14
10.3 Major Emergency 15
SECTION 11. MEAL ALLOWANCE 15
SECTION 12. STAND-BY PAY 15
SECTION 13. LAYOFF 15
SECTION 14. HOLIDAYS 16
SECTION 15. VACATIONS 17
15.1 Eligibility 17
15.2 Vacation Credits Accrual 17
15.3 Time Charged 17
15.4 Vacation Credits Advance 18
15.5 Vacation Scheduling and Accumulation 18
15.6 Sick Leave During Vacation 18
15.7 Separation from Service 18
SECTION 16. SICK LEAVE 18
16.1 Sick Leave Plan 18
16.2 Incapacity to Perform Duties 19
16.3 Sick Leave at Retirement 19
16.4 Sick Leave at Termination 20
SECTION 17. LEAVES OF ABSENCE 20
17.1 Family Illness Leave 20
17.2 Jury Duty 20
17.3 Military Leave 20
17.4 Campaign Leave 20
17.5 Leave of Absence Without Pay 21
17.6 Bereavement Leave 21
17.7 Absence Without Official Leave 21
17.8 Disability Leave With Pay 21
17.9 Family Care and Medical Leave 22
17.10 Pregnancy Disability Leave 27

TABLE OF CONTENTS
(continued)

Page

SECTION 18. HEALTH AND WELFARE 28
18.1 Medical Insurance – City Contributions 28
18.2 Dental, Orthodontia, and Vision 29
18.3 Life and Disability Insurance 30
18.4 Domestic Partners Health Benefits 30
18.5 Coverage During Unpaid Leave 31
18.6 Medical Flexible Spending Account 31
18.7 Dependent Care Flexible Spending Account 31
18.8 Commuter Assistance Account 31
18.9 VantageCare Retirement Health Savings Account 31
18.10 Participation in Tax-Sheltered Annuities 31
18.11 Participation in IRS 457 Deferred Compensation Plan 32
SECTION 19. SAFETY EQUIPMENT 32
SECTION 20. UNIFORM AND TOOL ALLOWANCE 32
SECTION 21. TUITION REIMBURSEMENT 32
SECTION 22. PROBATIONARY PERIOD 33
22.1 Duration of Probationary Period 33
22.2 Termination 33
22.3 Time Credited 33
22.4 Regular Status 33
22.5 Layoff 34
22.6 Transfer 34
22.7 Promotions 34
SECTION 23. DISMISSAL, SUSPENSION, OR DEMOTION FOR CAUSE 34
SECTION 24. GRIEVANCES 34
24.1 Definition 34
24.2 Procedure 35
24.3 Final And Binding 36
24.4 No Change to Memorandum 36
24.5 Demotion, Suspension and Dismissal Grievances 36
24.6 Compensation Complaints 36
24.7 Mutual Agreement on Changes 37

TABLE OF CONTENTS
(continued)

Page

SECTION 25. RETIREMENT 37

25.1 Unit members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section 37

25.2 Tier One: 2.5% at 55 Retirement Program – Bargaining Unit Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member) 37

25.3 Tier Two: PEPRA Retirement Tier Required For Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member) 39

25.4 Converting Sick Leave Balance 40

25.5 Other Options Included In CalPERS Contract 40

25.6 Implementation of Internal Revenue Code Section 414)h)(2) 40

SECTION 26. NO STRIKE 40

SECTION 27. SEPARABILITY OF PROVISIONS 40

SECTION 28. PAST PRACTICES, AND PRIOR/ EXISTING MEMORANDA OF UNDERSTANDING 41

SECTION 29. TERM OF AGREEMENT 41

SECTION 30. NEGOTIATIONS FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING 42

APPENDIX A 43

APPENDIX A-1 44

APPENDIX A-2 45

APPENDIX A-3 46

APPENDIX B-1 47

APPENDIX B-2 52

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

The Teamsters Union Local 856 for Miscellaneous Unit Members ("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 members 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 member relations of such unit members.

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

This Memorandum of Understanding shall be presented to the City Council as the joint recommendations of the undersigned for terms and conditions of employment for the period beginning on the date this MOU is approved by the City Council and ending on June 30, 2018.

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

SECTION 1. 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 members 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 History of Agency Shop Election

On October 21, 2008, the California State Mediation and Conciliation Service certified the results of the Agency Shop Election conducted among members of the Miscellaneous Unit, represented by Teamsters Local 856. The bargaining unit

voted to approve an Agency Shop arrangement. The City and the Union entered into a side letter signed on December 10, 2008. The side letter stated that an agency shop agreement would become effective on January 1, 2009. The City implemented the side letter and began requiring payments from unit members. In spite of the existence of side letter, the City and the Union entered into a new 2011-2013 Memorandum of Understanding ("2011-2013 MOU") without incorporating the agency shop side letter agreement, and the 2011-2013 MOU contained the following language:

> "Dues Deduction"
>
> "Payroll deductions for membership dues shall be granted by the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, only to the Union. The following procedures shall be observed in the withholding of unit member earnings:"
>
> "Payroll deductions shall be for a specified amount and uniform as between unit member members of the Union and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the unit member's written authorization."
>
> "Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the unit member by written notice to the City Manager. Unit members may authorize dues deductions only for the Union, the organization certified as the recognized representative of the City's Miscellaneous Bargaining Unit."
>
> "Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified."
>
> "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."
>
> "All unit members who are members of Local 856, and who are tendering periodic dues through dues deductions from their bi-weekly paycheck and

all unit members who become members of Local 856, and who tender periodic dues through dues deductions of their bi-weekly paycheck shall continue to pay dues to Local 856, for the duration of this Memorandum of Understanding and each subsequent Memoranda of Understanding thereafter. For the period of ninety to sixty (90-60) days prior to the expiration of any subsequent Memorandum of Understanding, any unit member who is a member of Local 856 shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the unit member during that period of time in writing to the Assistant City Manager to be delivered by certified mail and must be postmarked during the ninety to sixty (90-60) day period. A unit member, who is subsequently employed in a position outside of the unit represented by Local 856, shall not be required to continue the dues deduction."

"The Union shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Union dues or premiums for benefits. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence."

During the period between 2009 and July 13, 2015, the Union did not file a grievance alleging any violation of the 2008 side letter or any alleged City failure to correctly implement the 2008 side letter or to administer the "organizational security" language quoted above and included in the 2011-2013 MOU.

During the 2014-2015 negotiations over a successor MOU, neither the City nor the Union proposed any modification of the organizational security language included in the 2011-2013 MOU. In addition, during the 2014-2015 negotiations, the parties did not discuss at the table the 2008 agency fee side letter.

After completing the negotiations, reaching a tentative agreement, and preparing a draft 2015-2018 MOU, the parties discussed for the first time the existence of the 2008 side letter.

To avoid a dispute about the agency fee language and to work together cooperatively on implementing the 2015-2018 MOU, the City and the Union agreed to insert into the 2015-2018 MOU this Section 2, including the bargaining history, the 2011-2013 MOU language, and the following language which shall be effective July 13, 2015.

2.2 Definitions

2.2.1 Definition

As used in this MOU, "Agency Shop" shall mean "an organizational security agreement as defined in Government Code Section 3502.5 and applicable law."

2.2.2 Agency Fee

As used in this MOU, "Agency Fee" shall mean that each employee in the Unit shall be required to choose to: a) become a member in good standing of the Union; or b) satisfy the agency fee financial obligations set forth below, unless he/she qualifies for the religious exemption set forth below. New employees must make the required choice within thirty (30) days of employment in the Unit.

2.2.3 Dues Deduction

As used in this MOU, "Dues Deduction" shall mean "the amount of Union regular and periodic dues and service 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 and signed by the unit member."

2.3 Dues Deduction

The City shall deduct, monthly, the amount of Union regular and periodic dues and service 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 and signed by the unit member.

The deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office. Dues shall be deducted only for members of the Union within the represented unit.

At the time of initial employment, the City shall distribute to new unit members Union-prepared information about agency fee and Union-prepared payroll deduction forms. Each pay period, the City shall provide the Union with a list of newly hired unit members.

2.4 Agency Fee

2.4.1 Condition of Employment

Any bargaining unit member who is not a member of the Union, or who does not make application for membership within ten (10) business days from the date of commencement of assigned duties within the bargaining unit, shall, as a condition of continued employment in the City, become a member of the Union or pay the Union an agency fee. A unit member may authorize payroll deduction for the amount of the agency fee as described in Section 2.3 of this Agreement.

If a bargaining unit member has not authorized a payroll deduction within thirty (30) calendar days from the date of commencement of assigned duties within the bargaining unit, the City shall immediately begin automatic payroll

deduction. Unless the employee has a) voluntarily submitted to the City an effective dues deduction request; b) notified the Union of his/her intent to pay an agency fee (full fee or reduced because objections filed), as evidenced by written notice of same from the Union to the City; or c) qualified for exemption upon religious grounds as provided below, the City, upon notice from the Union of the employee's failure to make a timely choice, shall process a mandatory agency fee payroll deduction in the appropriate amount and forward that amount to the Union.

2.4.2 Agency Fee Exemption

Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting recognized employee organizations shall not be required to join or financially support any recognized employee organization as a condition of employment. That employee will be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay sums equal to those dues, initiation fees, or agency shop fees to a nonreligious, non-labor charitable organization fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee. Proof of those payments shall be made on a monthly basis to the Union as a condition of continued exemption from the requirement of financial support to the recognized employee organization.

To qualify for the religious exemption the employee must provide to the Union, with a copy to the City, a written statement of objection, along with verifiable evidence of membership as described above. The City will implement the change in status within thirty (30) days unless notified by the Union that the religious exemption is not valid.

2.4.3 City's Obligations

The City will make a reasonable effort to distribute to each new unit member in the unit a letter supplied by the Union describing the agency fee obligation.

If the Union notifies the City that a unit member has not executed a payroll deduction authorization form, the City shall immediately begin automatic payroll deduction.

The amount of the fee to be charged shall be determined by the Union subject to applicable law; and shall therefore be an amount not to exceed the normal periodic membership dues and general assessments applicable to Union members.

As to non-members objecting to the Union spending their agency fee on matters unrelated to collective bargaining and contract administration, the amount of the agency shop fee shall not reflect expenditures which have been determined by law to be non-chargeable, including political contributions to candidates and parties, members-only benefits, charitable contributions, and

ideological expenditures and, to the extent prohibited by law, shall not reflect expenditures for certain aspects of lobbying, ballot measures, publications, organizing, and litigation.

2.4.4 Union's Obligations

The service fee payment shall be established annually by the Union, provided that such agency shop service fee will be used by the Union only for the purposes of collective bargaining, contract administration, and matters authorized by law.

The Union will comply with all applicable agency fee laws and regulations. Annually, the Union will provide an explanation of the fee and sufficient financial information to enable the service fee payer to gauge the appropriateness of the fee. The Union will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker not chosen by the Union and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

2.4.5 Union Represents Conformance with Law

The Union represents that the collection, administration and use of agency fee funds shall be in conformance with the law. In addition, the Union shall comply with applicable law regarding disclosure of its expenses, notice to employees of their right to object, provision for agency shop fee payers to challenge the Union's determinations of amounts chargeable to objecting non-members, and appropriate escrow provisions to hold contested amounts while the challenges are underway. A copy of such disclosure, notice, and provisions shall be made available by the Union upon request to agency fee-payer bargaining unit employees and to the City.

The Union shall make available, at its expense, an expeditious administrative appeals procedure to unit employees who object to the payment of any portion of the representation service fee. Such procedure shall provide for a prompt decision to be made by an impartial decision-maker jointly selected by the Union and the objecting employee(s). A copy of such procedure shall be made available by the Union upon request to agency-fee payer bargaining unit employees and to the City.

This description of permissible agency shop fee charges and related procedures is included here for informational purposes and is not intended to change applicable law. The City will make its reasonable and customary efforts to ensure that the entity processing City payroll promptly remits to the Union all monies deducted, accompanied by a list of employees for whom such deductions have been made.

2.4.6 Union Notification to Agency Fee Payers

Each non-member who is required to pay an agency fee shall annually receive written notification from the Union of the amount of the deduction and the procedure which he/she must follow to receive a rebate for non-representation activities during the year and the procedure for appealing all or any part of the agency fee. The City shall be sent a copy of this yearly notice.

2.4.7 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 provision.

2.4.8 Provision of Information

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City with which the agency shop provision was negotiated, and to the employees who are members of the organization, within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. Provision to the City of financial reports under the federal Labor-Management Disclosure Act of 1959 required to be filed by the Union, if any, or financial reports required to be filed under Government Code Section 3546.5, if any, may satisfy the financial reporting requirement of this Subsection.

2.4.9 Maintenance of Membership

All unit employees who on the effective date of this MOU are members in good standing and all members who thereafter voluntarily become members of the Union shall maintain their membership in the Union, in good standing during the term of this MOU, subject however, to the right to resign from membership and move to agency fee status during the month of October of each calendar year.

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, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or legitimate unit member organization activities.

It is the policy of the City that all unit members 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 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).

4.2 Access to Work Locations

Reasonable access to unit member 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.

4.3 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.

4.4 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 members or other unit member organizations in the judgment of the department head. All materials must be dated and must identify the organization that published them.

4.5 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, as the Union shall be given the opportunity to meet with such body or its representatives prior to adoption. In cases of emergency when the City Manager determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City Manager or designee shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation. Notices shall be sent to the designated Union representative.

SECTION 5. CONTRACTING OUT

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

SECTION 6. LABOR MANAGEMENT COMMITTEE

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

SECTION 7. PAY PLAN

7.1 Base Salaries – Bargaining Unit Classifications

The salary ranges for each bargaining unit classification in effect on July 6, 2015, are stated in Appendix A, attached to and incorporated into this MOU.

7.2 Salary Schedule Increase Contingency Agreement

The 2015-2016, 2016-2017, and 2017-2018 salary schedule increases provided in Sections 7.2.1, 7.2.2, and 7.2.3 are subject to and contingent upon the bargaining unit's agreement to the pension cost sharing arrangement described in Section 25, and the bargaining unit's fulfillment of all obligations stated in those sections.

7.2.1 2015-2016 Salary Schedule

Effective July 25, 2015, the City shall improve the base salary schedule for all bargaining unit classifications in Appendix A by three percent (3.0%) over the 2010-2011 salary schedule for bargaining unit members in active, paid status on the effective date. The 2015-2016 salary schedule shall be titled "2015-2016 Salary Schedule" and shall be attached to this Agreement as Appendix A-1.

7.2.2 2016-2017 Salary Schedule

Effective at the beginning of the first pay period in July 2016, the City shall improve the base salary schedule for all bargaining unit classifications in Appendix A by three percent (3.0%) over the 2015-2016 salary schedule in Appendix A-1 for bargaining unit members in active, paid status on the effective date. The 2016-2017 salary schedule shall be titled "2016-2017 Salary Schedule" and shall be attached to this Agreement as Appendix A-2.

7.2.3 2017-2018 Salary Schedule

Effective at the beginning of the first pay period in July 2017, the City shall improve the base salary schedule for all bargaining unit classifications in Appendix A by two and one-half percent (2.5%) over the 2016-2017 salary schedule in Appendix A-2 for bargaining unit members in active, paid status on the effective date. The 2017-2018 salary schedule shall be titled "2017-2018 Salary Schedule" and shall be attached to this Agreement as Appendix A-3.

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, A-2, and A-3 (1) represent the standard rate of pay for full-time employment for each classification. Compensation for unit members working less than full-time shall be adjusted proportionately; (2) represent the total compensation due unit members, 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 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 members; or in the case of a unit member who works thirty-seven and one-half (37.5) hours per week, divide the annual amount by 1950.

7.5 Certification/Driver's License Pay

Unit members 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 dollars ($100) per month. The City shall use best efforts to provide alternative work assignments for bargaining unit members 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.

7.6 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.

7.7 Salary for New Unit Members

Except as herein otherwise provided, the entrance salary for a new unit member entering the classified service shall be the minimum salary for the class to which such new unit member 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 member is appointed.

7.8 Conversion of Rates

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

7.9 Pay Days

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

7.10 Merit Salary Increases

Effective with any evaluation initiated after adoption of this Memorandum of Understanding, each unit member 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 member'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 member'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 member advances through the salary range.

Unit members 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 members' 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 members at the top of their designated salary range shall also be evaluated on an annual basis by their supervisor. If such unit member has a satisfactory evaluation with the individual's performance being at an acceptable level, the unit member's salary shall continue to be at the top of his designated salary range. If the unit member's general performance and work habits are unsatisfactory, or the unit member 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 member 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 member 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 member to a higher rate within the salary range fixed for the classification. The City Manager shall regulate the accelerated advancement through the salary range.

7.11 Exceptional Contribution Adjustment

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

7.12 Salary Upon Transfer or Promotion

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

7.13 Work Out of Classification/Limited Assignment

A unit member 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 member 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 member, 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 members 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 member's regular salary, whichever is greater, when the unit member serves in the higher classification for one full workweek or five consecutive workdays retroactive to the first day.

SECTION 8. ANNIVERSARY DATE

For all purposes except eligibility for salary increases, a unit member'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 members, 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 members 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 members 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 member 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 members 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 members 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 members 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 member'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 member's regular straight-time rate of pay. All overtime shall be calculated to the nearest quarter (1/4) hour in favor of the unit member. Unit members 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 member and the department director. Compensatory time off which accrues in excess of sixty (60) hours must be liquidated by monetary payment except in emergency situations approved by the department director. Unit members 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 member is required to work beyond his normal shift, the unit member 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.

SECTION 11. MEAL ALLOWANCE

Unit members 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 members 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 three hundred and fifty dollars ($350) for each week 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 members affected in writing. Layoff shall be made within the classes of positions and all temporary unit members in affected classifications shall be laid off prior to layoff of any probationary or regular unit members. For the purpose of determining order of layoff, total cumulative time shall include time served in military leave of absence.

Unit members laid off shall have the right to displace the unit member in the same classification having the least seniority; provided, however, if there is no other unit member in the classification of the laid off unit member with less seniority, the laid off unit member may take a voluntary demotion to a classification in which such unit member had prior permanent status, thus displacing the unit member 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 member upon reemployment. Upon request of the unit member, 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 member.
13.	Floater	To be taken at the mutual convenience of the department and the unit member.

The two (2) floating holidays (items (12) and (13) above) shall accrue to the leave balance of each unit member as of the first pay period ending date following the beginning of a new fiscal year. Unit members 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.

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

Any regular full-time unit member 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 member'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 member 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 member is on authorized sick leave, such holiday shall not be charged as sick leave.

SECTION 15. VACATIONS

15.1 Eligibility

All unit members shall be entitled to annual vacation leave except unit members 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 members 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 member is on vacation to the nearest tenth (1/10th) hour.

15.4 Vacation Credits Advance

Unit members 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 member 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 member 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 member. If requirements of the service or the desires of the unit member are such that a unit member must defer part or all of his annual vacation in a particular year, the department director may permit the unit member 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 member 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 members 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 members re-employed by the City shall receive no credit for prior service in determination of vacation benefits.

SECTION 16. SICK LEAVE

16.1 Sick Leave Plan

16.1.1 Accrual

Regular unit members 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 member may use at his discretion but shall be allowed only in cases of necessity and actual

sickness of the unit member or the unit member's designated family members, as allowed by family illness leave, including necessary physician appointments or disability.

Sick leave shall be charged against a unit member's sick leave credit as the actual number of hours of the regular work period that the unit member is on sick leave. All unit members shall be entitled to sick leave compensation except unit members 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 member shall notify his immediate supervisor prior to or within one-half (1/2) hour after the time set for the beginning of the unit member'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 members, unit members 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 member 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 member is determined to be incapacitated to perform the unit member'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 member on leave of absence without pay. A unit member may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay. However, the unit member 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 member 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 member may utilize the unused sick leave credit with PERS. No unit member 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 members 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 members 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 member may use up to a maximum of six (6) days per year of the unit member's accrued sick leave per calendar year to attend to an illness of a child, stepchild, sibling, parent, spouse, or domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner. This Section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave. As in use of sick leave for the unit member'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 member 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 member must remit to the City, through the unit member's department director, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses. When the unit member 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 members.

17.4 Campaign Leave

Upon becoming a candidate for public office, any regular unit member 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 member a leave of absence without pay for a definite period not to exceed one (1) year. The City Manager's decision shall be final. Upon expiration of leave of absence, the unit member 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 member on leave to report promptly upon its expiration, or within fifteen (15) days after notice to return to duty shall result in such unit member'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 member, a unit member shall be entitled to remain absent from duty with pay in order to 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 member 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 members 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 member occupying a regular position who is absent from duty because of disability caused by illness or injury arising out of and in the course of such unit member'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 member's compensation during such leave of absence shall be as follows:

First three (3) workdays' absence, no pay; provided, however, that a unit member may use accrued sick leave credit, if any, during the first three (3) workdays' absence; and, provided further, that if a unit member is hospitalized or is absent for fifteen (15) or more consecutive workdays as a result of such illness or injury the unit member 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 members 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 member's full pay for the said period and the unused portion of accumulated sick leave will continue to be credited to the unit member. 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 member be examined by a physician selected by the City. Disability pay provided by the City shall be reduced by any compensation a unit member received pursuant to the workers' compensation law. Full pay as used herein shall mean the unit member's base rate of pay.

17.9 Family Care and Medical Leave

17.9.1 Each eligible unit member 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 member 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 member 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 member 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 member'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 member when the unit member 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 member's own serious health condition that makes the unit member unable to perform the functions of the unit member'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 member'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 Unit Member 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 member may take FMLA leave to care

for a covered unit member with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the unit member.

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 unit member 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 member takes leave to care for the covered unit member.

17.9.4.2 During the "single 12-month period" described above, an eligible unit member'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 member not taken family care and medical leave. The unit member will be required to continue to pay the unit member'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 member may be entitled for the same qualifying reason. A unit member is required to utilize the unit member's accrued sick leave for FMLA/CFRA qualifying absences due to the unit member's own serious health condition. A unit member may be required to use accrued vacation leave for FMLA/CFRA qualifying reasons unrelated to the unit member's own serious health condition.

17.9.7 Notice to the City

17.9.7.1 The unit member must provide written notice to the City as far in advance of the leave as possible and as soon as the unit member 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 member 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 member'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 member shall provide the City with recertification by the health care provider.

17.9.8.2 A unit member's request for family care and medical leave because of unit member's own serious health condition shall be supported by a certification issued by the unit member's health care provider.

17.9.8.3 As a condition of a unit member's return from leave taken because of the unit member's own serious health condition, the unit member is required to obtain certification from the unit member's care provider that the unit member is able to resume work.

17.9.8.4 Required Medical Certification Forms

Unit members 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 member's child, parent, or spouse of the unit member 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 member 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 member 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 member. 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 member and to notify the unit member of the designation.

17.9.11 Dual Parent Employment

Where both parents are City unit members, 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 members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

17.9.12 Unit Member's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, a unit member is entitled to be returned to the same or equivalent position the unit member held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. A unit member is also entitled to reinstatement even if the unit member has been replaced or the unit member's job has been restructured to accommodate the unit member's absence. If a unit member is no longer qualified for the position because, e.g., of the unit member's inability to renew a license, as a result of the leave, the unit member shall be given a reasonable opportunity to fulfill those conditions upon returning to work. A unit member 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 member's FMLA/CFRA leave.

17.10 Pregnancy Disability Leave

A pregnant unit member is entitled to an unpaid leave of up to four (4) months, as needed, for the period(s) of time the unit member 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 member should provide at least thirty (30) days advance notice or notice as soon as practicable of the unit member'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 member is required to use any accrued sick leave during an otherwise unpaid pregnancy disability leave. A unit member 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 member had not taken pregnancy disability leave.

17.10.4 Unit Member Status

During a pregnancy disability leave, the unit member shall retain unit member 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 member'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 member'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 member'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 member 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 August 1, 2015, and continuing for the 2016, 2017, and 2018 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 member. For the purpose of this Health and Welfare Section, "full-time" means the unit member is assigned to a classification requiring the unit member to work at least twenty (20) hours per week. Unit members 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 member'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 member the difference. The City and the Union acknowledge the parties may propose changes to Section 18 during the successor contract negotiations in 2018. During the successor contract negotiations, this Section 18.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit member. Unit members 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 member's pay.

Plan	2015 (Effective August 1, 2015)	2016 (5.0% increase effective January 1, 2016)	2017 (5.0% increase effective January 1, 2017)	2018 (5.0% increase effective January 1, 2018)
Teamsters 856 Health and Welfare Trust Fund				
Employee Only	$714.45	$750.18[1]	$787.69	$827.08
Employee + 1	$1,384.60	$1,453.83	$1,526.53	$1,602.86
Employee + 2 Or More	$1,800.00	$1,890.00	$1,984.50	$2,083.73
CalPERS Offered Medical Plan				
Employee Only	$714.45	$750.18	$787.69	$827.08
Employee + 1	$1,384.60	$1,453.83	$1,526.53	$1,602.86
Employee + 2 Or More	$1,800.00	$1,890.00	$1,984.50	$2,083.73

[1] CalPERS has adopted its 2016 health insurance premiums, and the employee-only Kaiser rate is $746.47, less that the MOU maximum of $750.18. The City will contribute the $746.47 toward an employee-only coverage, and shall have no obligation to pay any unit member the difference between $750.18 and $746.47. This footnote is an example of how the parties interpret this chart.

18.1.1 Eligibility

To be eligible for the Teamsters Health and Welfare Trust Fund Benefits, a unit member 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 members 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.

18.1.2 Health In-Lieu Payment Plan

The City will pay a monthly taxable five hundred and fifty dollars ($550) in-lieu payment to a unit member 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 member's regular payroll checks. The Health In-Lieu Payment Plan year shall operate on the calendar year. Unit members on an unpaid leave of absence are not eligible for the Health In-Lieu Payment Plan.

18.1.3 Cafeteria Plan Benefit Form and the 2014-2015 Allocation

Effective August 1, 2015, the City shall prorate, at a seven and one-half (7½) rate, the cash-out portion of the City's 2014-2015 annual Cafeteria Plan allocation for each unit member. Effective August 1, 2015, unit members shall no longer be entitled to cash-out any vacation purchased under the City's 2014-2015 Cafeteria Plan. Unit member may defer using such vacation until June 30, 2016.

Effective August 2, 2015, the City shall cease using any and all forms of the "Cafeteria Plan Benefit Form," and the City shall have no obligation to use health benefit payments to fund a flexible spending account, child care account, purchase vacation days, or cash payments other than the in-lieu payments described in the prior paragraph.

18.2 Dental, Orthodontia, and Vision

1. Teamsters 856 Dental, Orthodontia, and Vision

For each Teamsters 856 unit member 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 member to the Teamsters 856 Trust Fund, and the Teamsters 856 Trust Fund shall provide such unit members with a composite dental, orthodontics, and vision coverage.

2. City of Pacifica Self-Funded Dental Plan

For each unit member not enrolled in the Teamsters 856 medical plan, the City shall contribute up to one hundred nineteen dollars ($119) per month per unit member to the City of Pacifica Self-Funded Dental Plan, and the Self-Funded Plan shall provide the following benefits to covered unit members:

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.

3. City of Pacifica VSP Vision Plan

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

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 members in this unit may purchase additional life insurance at their own expense through payroll deduction. Unit members 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 member.

18.4 Domestic Partners Health Benefits

The City will provide medical, dental, and vision benefits for registered domestic partners of bargaining unit members to the same extent, and subject to the same terms and conditions, as medical, dental, and vision benefits are available to spouses of unit members 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 members 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 member 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 members may have funds deducted pre-tax from the unit member'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 members may have funds deducted pre-tax from the unit member'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 members 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 members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified Commuter Assistance account.

18.9 VantageCare Retirement Health Savings Account

Unit members 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 members may have funds deducted pre-tax from the unit member'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 members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified 457 deferred compensation plan.

SECTION 19. SAFETY EQUIPMENT

Unit members 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 members 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 members 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 member may be reimbursed up to a maximum of one thousand dollars ($1,000) 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 member's present work assignment, or if the unit member is enrolled in a program of study related to the unit member's work assignment (declared major). There must be a reasonable expectation that the unit member's work performance or value to the City will be enhanced as a result of the course of study or that the unit member will be better prepared for promotional opportunities.

The unit member must submit a Request for Tuition Reimbursement form to the unit member'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 member 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 member's personnel file. All reimbursement must be returned to the City in full if the unit member does not achieve at least a "C" grade. If the unit member leaves City employment within one (1) year after reimbursement, such unit member 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 member'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 member at any time during the probationary period for any reason. Upon such action of termination, the probationary unit member 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 members 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 member 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 member who is not rejected prior to the completion of the prescribed probationary period shall acquire regular status. Former regular unit members appointed from a re-employment eligibility list shall be given regular appointments when re-employed. Regular unit members who are demoted to lower classifications shall be given regular

appointments in the lower classifications; provided, however, that the unit member has had prior regular status in the lower classification.

22.5 Layoff

A unit member 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 members 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 members 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 members who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification. During the probationary period, a unit member 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 member for cause. Suspension without pay shall not exceed thirty (30) days in any fiscal year. In accordance with applicable State law, a unit member 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 member who is suspended, demoted or dismissed shall be furnished a written notice of such action. Upon the unit member's request, the unit member 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 member who believes that the unit member has a grievance may discuss his complaint with the immediate supervisor in the department in which the unit member 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 member 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 member by the unit member or jointly on behalf of a group of unit members 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 member 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 members are not being compensated in accordance with the provisions of this Memorandum of

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

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 members 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 Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member)

This Section (including subsections) shall apply to bargaining unit members hired on or before December 31, 2012. In addition, this Section 25.2 shall apply to bargaining unit members 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 members 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 members 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 members 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 members 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 members 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 members 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 members, 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 member 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: PEPRA Retirement Tier Required For Bargaining Unit Members 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 members 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 members 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 members 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 Member Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members 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 members 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 members 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 members 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 members, 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 member 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 25.3.3.1, 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 member 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 members 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 member 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, except as specifically described in any article, and shall remain in full force and effect up to and including June 30, 2018.

SECTION 30. NEGOTIATIONS FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING

No later than March 15, 2018, the City and the Teamsters 856 Miscellaneous shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.

Made and entered into this 13th day of July, 2015.

TEAMSTERS UNION LOCAL 856
Miscellaneous Bargaining Unit

Date 11.25.15

By 11/25/15
Peter Finn, Secretary-Treasurer
Principal Officer
Teamsters Local Union 856

By
Greta Hayes,
Teamsters Local Union 856

By
Chris Marin
Teamsters Local Union 856

By
Melissa Mondragon
Teamsters Local Union 856

CITY OF PACIFICA

Date 11.25.15

By
Lorie D. Tinfow
City Manager

By
Lorenzo Hines
Assistant City Manager

By M. Carol Stevens
M. Carol Stevens
Burke, Williams & Sorensen, LLP

By
James Tasa, Consultant
Platinum Consulting

Approved as to Form

By
Michelle Kenyon
City Attorney

APPENDIX A

Salary Schedule Teamsters Miscellaneous Local 856 Effective January 1, 2011	Salary Range			Hours/Week
	Minimum		Maximum	
Account Technician I	$ 4,560	-	$ 4,935	37.5
Account Technician II	$ 5,033	-	$ 5,448	37.5
Account Technician III	$ 5,558	-	$ 6,015	37.5
Accountant	$ 6,218	-	$ 7,587	40
Administrative Assistant	$ 4,244	-	$ 5,066	37.5
Administrative Clerk	$ 3,518	-	$ 4,194	37.5
Administrative Clerk II	$ 3,823	-	$ 4,637	37.5
Administrative Clerk II (30 hours per week)	$ 3,060	-	$ 3,709	30
Assistant Civil Engineer	$ 5,856	-	$ 8,004	40
Assistant Planner	$ 6,102	-	$ 7,414	40
Buiding Maintenance Specialist	$ 5,075	-	$ 6,057	40
Child Care Assistant Supervisor	$ 5,058	-	$ 6,037	40
Child Care Teacher I	$ 2,607	-	$ 3,129	40
Child Care Teacher II	$ 3,129	-	$ 3,650	40
Child Care Teacher III (Lead)	$ 3,493	-	$ 4,249	40
Child Care Site Coordinator	$ 4,704	-	$ 5,615	40
Child Care Technician	$ 3,757	-	$ 4,505	37.5
Code Enforcement Officer	$ 5,338	-	$ 6,999	40
Community Service Officer	$ 4,524	-	$ 5,409	40
Equipment Operator	$ 4,782	-	$ 5,674	40
Evidence Technician I	$ 5,309	-	$ 6,331	40
Evidence Technician II	$ 5,574	-	$ 6,648	40
Evidence Technician III	$ 5,851	-	$ 6,979	40
Food Services Coordinator	$ 3,695.48	-	$ 4,709.92	35
Maintenance Worker I	$ 4,357	-	$ 5,259	40
Maintenance Worker II	$ 4,643	-	$ 5,530	40
Maintenance Worker III	$ 5,009	-	$ 5,946	40
Mechanic	$ 5,336	-	$ 6,364	40
Permit Technician	$ 4,253	-	$ 5,181	40
Police Records Clerk	$ 4,074	-	$ 4,941	37.5
Police Records Supervisor	$ 6,377	-	$ 7,730	37.5
Project Coordinator	$ 5,128	-	$ 5,908	40
Property Clerk	$ 1,951	-	$ 2,329	20
Public Works Supervisor (Streets, Parks or Motor Pool)	$ 6,293	-	$ 7,999	40
Ranger	$ 4,533	-	$ 5,405	40
Recreation Coordinator	$ 4,626	-	$ 5,507	40
Recreation Specialist	$ 3,817	-	$ 4,541	40
Senior Building Maintenance Specialist	$ 5,328	-	$ 8,418	40
Senior Equipment Mechanic	$ 6,159	-	$ 7,349	40
Senior Services Program Coordinator	$ 4,785	-	$ 5,718	40
Systems Specialist	$ 6,860	-	$ 8,178	40
Van Driver	$ 4,026	-	$ 5,137	40

APPENDIX A-1

2015-2016 Salary Schedule
Teamsters Miscellaneous Local 856
Effective July 25, 2015
Increase 3.0%

	Salary Range				Hours/Week
	Minimum		Maximum		
Account Technician I	$ 4,697	-	$ 5,083		37.5
Account Technician II	$ 5,184	-	$ 5,611		37.5
Account Technician III	$ 5,725	-	$ 6,195		37.5
Accountant	$ 6,405	-	$ 7,815		40
Administrative Assistant	$ 4,371	-	$ 5,218		37.5
Administrative Clerk	$ 3,624	-	$ 4,320		37.5
Administrative Clerk II	$ 3,938	-	$ 4,776		37.5
Administrative Clerk II (30 hours per week)	$ 3,152	-	$ 3,820		30
Assistant Civil Engineer	$ 6,032	-	$ 8,244		40
Assistant Planner	$ 6,285	-	$ 7,636		40
Buiding Maintenance Specialist	$ 5,227	-	$ 6,239		40
Child Care Assistant Supervisor	$ 5,210	-	$ 6,218		40
Child Care Teacher I	$ 2,685	-	$ 3,223		40
Child Care Teacher II	$ 3,223	-	$ 3,760		40
Child Care Teacher III (Lead)	$ 3,598	-	$ 4,376		40
Child Care Site Coordinator	$ 4,845	-	$ 5,783		40
Child Care Technician	$ 3,870	-	$ 4,640		37.5
Code Enforcement Officer	$ 5,498	-	$ 7,209		40
Community Service Officer	$ 4,660	-	$ 5,571		40
Equipment Operator	$ 4,925	-	$ 5,844		40
Evidence Technician I	$ 5,468	-	$ 6,521		40
Evidence Technician II	$ 5,741	-	$ 6,847		40
Evidence Technician III	$ 6,027	-	$ 7,188		40
Food Services Coordinator	$ 4,350	-	$ 5,544		40
Maintenance Worker I	$ 4,488	-	$ 5,417		40
Maintenance Worker II	$ 4,782	-	$ 5,696		40
Maintenance Worker III	$ 5,159	-	$ 6,124		40
Meals on Wheels/Transportation Coordinator	$ 2,583		$ 7,367		40
Mechanic	$ 5,496	-	$ 6,555		40
Permit Technician	$ 4,381	-	$ 5,336		40
Police Records Clerk	$ 4,196	-	$ 5,089		37.5
Police Records Supervisor	$ 6,568	-	$ 7,962		37.5
Project Coordinator	$ 5,282	-	$ 6,085		40
Property Clerk	$ 2,010	-	$ 2,399		20
Public Works Supervisor (Streets, Parks or Motor Pool)	$ 6,482	-	$ 8,239		40
Ranger	$ 4,669	-	$ 5,567		40
Recreation Coordinator	$ 4,765	-	$ 5,672		40
Recreation Specialist	$ 3,932	-	$ 4,677		40
Senior Building Maintenance Specialist	$ 5,488	-	$ 8,671		40
Senior Equipment Mechanic	$ 6,344	-	$ 7,569		40
Senior Services Program Coordinator	$ 4,929	-	$ 5,890		40
Systems Specialist	$ 7,066	-	$ 8,423		40
Van Driver	$ 4,147	-	$ 5,291		40

Updated 07/25/2015

APPENDIX A-2

2016-2017 Salary Schedule
Teamsters Miscellaneous Local 856
Effective July 9, 2016
Increase 3.0%

	Salary Range			Hours/Week
	Minimum		Maximum	
Account Technician I	$ 4,838	-	$ 5,236	37.5
Account Technician II	$ 5,340	-	$ 5,780	37.5
Account Technician III	$ 5,896	-	$ 6,381	37.5
Accountant	$ 6,597	-	$ 8,049	40
Administrative Assistant	$ 4,502	-	$ 5,375	37.5
Administrative Clerk	$ 3,732	-	$ 4,449	37.5
Administrative Clerk II	$ 4,056	-	$ 4,919	37.5
Administrative Clerk II (30 hours per week)	$ 3,246	-	$ 3,935	30
Assistant Civil Engineer	$ 6,213	-	$ 8,491	40
Assistant Planner	$ 6,474	-	$ 7,866	40
Buiding Maintenance Specialist	$ 5,384	-	$ 6,426	40
Child Care Assistant Supervisor	$ 5,366	-	$ 6,405	40
Child Care Teacher I	$ 2,766	-	$ 3,320	40
Child Care Teacher II	$ 3,320	-	$ 3,872	40
Child Care Teacher III (Lead)	$ 3,706	-	$ 4,508	40
Child Care Site Coordinator	$ 4,990	-	$ 5,957	40
Child Care Technician	$ 3,986	-	$ 4,779	37.5
Code Enforcement Officer	$ 5,663	-	$ 7,425	40
Community Service Officer	$ 4,800	-	$ 5,738	40
Equipment Operator	$ 5,073	-	$ 6,020	40
Evidence Technician I	$ 5,632	-	$ 6,717	40
Evidence Technician II	$ 5,913	-	$ 7,053	40
Evidence Technician III	$ 6,207	-	$ 7,404	40
Food Services Coordinator	$ 4,480	-	$ 5,710	40
Maintenance Worker I	$ 4,622	-	$ 5,579	40
Maintenance Worker II	$ 4,926	-	$ 5,867	40
Maintenance Worker III	$ 5,314	-	$ 6,308	40
Meals on Wheels/Transportation Coordinator	$ 2,661		$ 7,588	40
Mechanic	$ 5,661	-	$ 6,752	40
Permit Technician	$ 4,512	-	$ 5,497	40
Police Records Clerk	$ 4,322	-	$ 5,242	37.5
Police Records Supervisor	$ 6,765	-	$ 8,201	37.5
Project Coordinator	$ 5,440	-	$ 6,268	40
Property Clerk	$ 2,070	-	$ 2,471	20
Public Works Supervisor (Streets, Parks or Motor Pool)	$ 6,676	-	$ 8,486	40
Ranger	$ 4,809	-	$ 5,734	40
Recreation Coordinator	$ 4,908	-	$ 5,842	40
Recreation Specialist	$ 4,049	-	$ 4,818	40
Senior Building Maintenance Specialist	$ 5,652	-	$ 8,931	40
Senior Equipment Mechanic	$ 6,534	-	$ 7,797	40
Senior Services Program Coordinator	$ 5,076	-	$ 6,066	40
Systems Specialist	$ 7,278	-	$ 8,676	40
Van Driver	$ 4,271	-	$ 5,450	40

Updated 07/25/2015

APPENDIX A-3

2017-2018 Salary Schedule
Teamsters Miscellaneous Local 856
Effective July 8, 2017
Increase 2.5%

	Salary Range			Hours/Week
	Minimum		Maximum	
Account Technician I	$ 4,959	-	$ 5,366	37.5
Account Technician II	$ 5,500	-	$ 5,924	37.5
Account Technician III	$ 6,073	-	$ 6,541	37.5
Accountant	$ 6,795	-	$ 8,250	40
Administrative Assistant	$ 4,638	-	$ 5,509	37.5
Administrative Clerk	$ 3,844	-	$ 4,561	37.5
Administrative Clerk II	$ 4,177	-	$ 5,042	37.5
Administrative Clerk II (30 hours per week)	$ 3,344	-	$ 4,033	30
Assistant Civil Engineer	$ 6,399	-	$ 8,704	40
Assistant Planner	$ 6,668	-	$ 8,062	40
Buiding Maintenance Specialist	$ 5,546	-	$ 6,587	40
Child Care Assistant Supervisor	$ 5,527	-	$ 6,565	40
Child Care Teacher I	$ 2,849	-	$ 3,403	40
Child Care Teacher II	$ 3,419	-	$ 3,969	40
Child Care Teacher III (Lead)	$ 3,817	-	$ 4,620	40
Child Care Site Coordinator	$ 5,140	-	$ 6,106	40
Child Care Technician	$ 4,105	-	$ 4,899	37.5
Code Enforcement Officer	$ 5,833	-	$ 7,611	40
Community Service Officer	$ 4,943	-	$ 5,882	40
Equipment Operator	$ 5,225	-	$ 6,170	40
Evidence Technician I	$ 5,801	-	$ 6,884	40
Evidence Technician II	$ 6,091	-	$ 7,229	40
Evidence Technician III	$ 6,394	-	$ 7,589	40
Food Services Coordinator	$ 4,592	-	$ 5,853	40
Maintenance Worker I	$ 4,738	-	$ 5,719	40
Maintenance Worker II	$ 5,049	-	$ 6,013	40
Maintenance Worker III	$ 5,447	-	$ 6,466	40
Meals on Wheels/Transportation Coordinator	$ 2,727		$ 7,778	40
Mechanic	$ 5,802	-	$ 6,920	40
Permit Technician	$ 4,625	-	$ 5,634	40
Police Records Clerk	$ 4,430	-	$ 5,373	37.5
Police Records Supervisor	$ 6,934	-	$ 8,406	37.5
Project Coordinator	$ 5,576	-	$ 6,424	40
Property Clerk	$ 2,122	-	$ 2,533	20
Public Works Supervisor (Streets, Parks or Motor Pool)	$ 6,843	-	$ 8,698	40
Ranger	$ 4,929	-	$ 5,878	40
Recreation Coordinator	$ 5,030	-	$ 5,988	40
Recreation Specialist	$ 4,151	-	$ 4,938	40
Senior Building Maintenance Specialist	$ 5,794	-	$ 9,154	40
Senior Equipment Mechanic	$ 6,697	-	$ 7,991	40
Senior Services Program Coordinator	$ 5,203	-	$ 6,218	40
Systems Specialist	$ 7,460	-	$ 8,893	40
Van Driver	$ 4,378	-	$ 5,586	40

Updated 07/25/2015

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

q q

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

q q

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

Yes No

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

q q 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

q q Does (or will) the patient require assistance for basic medical, hygiene, nutritional needs, safety, or transportation?

q q 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

q q 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

q q 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	
q	q	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 heath 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 of 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.