

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF PACIFICA

AND

PACIFICA DEPARTMENT DIRECTORS

TEAMSTERS LOCAL 350

March 27, 2017- June 30, 2018

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MEMORANDUM OF UNDERSTANDING

between

CITY OF PACIFICA

and

TEAMSTERS LOCAL 350 - DIRECTORS UNIT

The Teamsters Local 350, representing Director employees, and representatives of the City of Pacifica have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-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 recommendation of the undersigned for salary and employee benefit adjustments for the period commencing March 27, 2017 and ending June 30, 2018.

Section 1. Recognition

1.1 Union Recognition

Teamsters Local 350, hereinafter referred to as the "Union" is the recognized employee organization for the Directors Unit, comprised of those classifications listed in Section 5, Pay Plan.

1.2 City Recognition

The City Manager, or any person or organization duly authorized by the City Manager, is the representative of the City of Pacifica, hereinafter referred to as the "City."

Section 2. Organization Security

2.1 Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Union.

The following procedures shall be observed in the withholding of unit member earnings:

(1) Payroll deductions shall be for a specified amount and uniform as between employee 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.

(2) 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 organization certified as the recognized employee organization of the unit to which such employees are assigned.

(3) Amounts deducted and withheld by the City shall be transmitted to the Union, at the address specified.

(4) The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. 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. In the case of a unit member who is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

(5) All employees who are members of Local 350, and who are tendering periodic dues through dues deductions from their first paycheck of the month and all employees who become members of the Union, and who tender periodic dues through dues deductions of their paycheck shall continue to pay dues to the Union until the end of the month in which notice is given.

(6) Local 350 shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff 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.

2.2 *Use of City Facilities*

City employees or the Union, or its representatives may, with the prior approval of the City Manager, be granted the use of City facilities for meetings of City employees provided space is available, and provided further, such meetings are not used for organizing activities or membership drives of City employees. 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, notwithstanding the presence of such equipment in approved City facilities.

2.3 *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 employees or other employee organizations in the judgment of the City Manager. All materials must be dated and must identify the organization that published them.

2.4 *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 the Administrative Services Director 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 representative.

Section 3. No Discrimination

The City of Pacifica prohibits harassment and discrimination in the workplace on

the basis of race, color, sex, gender, gender identity, gender expression, national origin, age, religious creed, physical or mental disability, marital status, medical condition, sexual orientation, ancestry, or legitimate employee organization activities.

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

Section 4. Union Representatives

4.1 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings Director 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 employee representatives may be required to submit a written request for excused absence to their respective Department Director, with an information copy to the Administrative Services Director, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

4.2 Access to Work Locations

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

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

Section 5. Pay Plan

5.1 Rates of Pay

Base Salaries – 2015– 2016 and Prior to Effective Date of MOU

The salary ranges and salary schedule for unit members in effect in 2015 – 2016 and prior to the effective date of this MOU are stated in Appendix A-1 (Pay Plan).

5.1.1 Salary Schedule Increase Contingency Agreement

The 2017 and 2017 – 2018 salary schedules provided in Sections 5.1.2 through 5.1.3 are subject to and contingent upon the bargaining unit's agreement to the pension cost sharing arrangement described in Section 6 Retirement Plan (including subsections), and the bargaining unit's fulfillment of all obligations stated in those sections.

5.1.2. 2017 Miscellaneous Unit Member Salary Schedule

Effective on the first day of the first pay period after City Council approval of this MOU, the City shall improve the base salary schedule for unit members in miscellaneous classifications by seven percent (7%) over the 2015 – 2016 salary schedule set forth in Appendix A-1. This increase shall apply to all miscellaneous unit members in active, paid status on the effective date. The 2017 salary schedule for unit members in miscellaneous classifications shall be attached to this Agreement as Appendix A-2 (Pay Plan).

5.1.3 2017 – 2018 Miscellaneous Unit Member Salary Schedule

Effective at the beginning of the first pay period in July 2017, the City shall improve the base salary schedule for unit members in miscellaneous classifications by one and one-half percent (1.5%) over the 2017 salary schedule in Appendix A-2. This increase shall apply to all miscellaneous unit members in active, paid status on the effective date. The 2017 – 2018 salary schedule for unit members in the miscellaneous classifications shall be attached to this Agreement as Appendix A-3 (Pay Plan).

The rates of pay set forth in the salary schedule 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.

The rates of pay set forth in the salary schedule represent the total compensation due unit members, except for other benefits specifically provided for by City Council or this Memorandum of Understanding.

The rates of pay set forth in the salary schedule do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

The City will continue to conduct compensation surveys for informational purposes only. The cities used in previous surveys are Belmont, Burlingame, Daly City, Foster City, Menlo Park, Millbrae, Redwood City, San Bruno, and South San Francisco.

5.2 *Salary for New Employees*

Except as herein otherwise provided, the entry salary for a new unit member entering employment in 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.

5.3 *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.

5.4 *Salary Range*

Effective 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 City Manager. No increase in salary shall be automatic merely upon completion of a specific period of service. All merit increases shall be based upon merit as established by the record of the unit member's performance and shall require recommendation of the City Manager. Standards of performance shall become progressively higher as the unit member advances through the salary range.

Unit members at the top of their designated salary range shall also be evaluated on an annual basis by the City Manager. If such unit members have 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 their designated salary range. If the unit member's general performance and work habits are unsatisfactory, 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 within the established salary range for his/her classification upon recommendation of the

City Manager. Any regular unit member shall, upon request, be given a statement of the justification for reduction in salary.

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

No manager shall receive less than five percent (5%) more than any subordinate who reports to that manager caused by any increase in subordinate's salary during the term of this agreement.

5.5 *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 may be granted either in a one-time lump sum amount or in increments for a specific limited period of time not to exceed twelve (12) months. The actual percentage amount up to the five percent (5%) limit and the award period will be determined by the City Manager.

5.6 *Salary Upon Transfer or Promotion*

The transfer of a unit member shall not be cause for a decrease 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.

5.7 *Work Out of Classification*

A unit member shall not work out of his/her classification except in emergencies, or unless s/he is specifically assigned by the City Manager.

The City Manager may assign a Department Director to act as City Manager in the City Manager's absence or assume the direction of an additional department. Since such acting assignments are considered to be part of the regular duties of Department Directors, there shall be no additional compensation for this designation unless the vacancy shall be for an extended period of time of at least thirty (30) days. If thirty (30) days is reached in the assignment, then the entire time is compensated with an additional 5% pay.

If a Department Director or other senior manager is ill or away from his/her position or the position is vacant for an extended period of time, the City Manager shall name an Acting Director or senior manager to act in this capacity who may be eligible for additional compensation.

The amount of extra compensation provided under this policy will be determined by the City Manager based upon the circumstances of the vacant position, and shall be a minimum of five percent (5%).

5.8 *Administrative Leave*

Unit members will receive administrative leave at the rate of eighty-eight (88) hours per calendar year. The administrative leave is in lieu of compensatory time and is to be used during the calendar year, has no cash value, and does not accumulate from year to year. For the calendar year 2017, the increase in administrative leave from 40 to 88 hours shall be prorated to reflect the MOU effective date.

Section 6. Retirement Plan

6.1 *City's Contract with CalPERS*

Unit members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Section and in the City's contract with CalPERS.

6.2 *CalPERS Election about Unit Member's Payment of City's Pension Costs (Applies to All Tiers)*

The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section 6. 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, and shall extend beyond the expiration of this MOU. The Union, unit members and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 6.

6.3 *Unit Member's Payment of City's Pension Costs (Applies to All Tiers)*

Because the contract amendment between the City and CalPERS will not be complete before the effective date of the cost sharing described in this Section 6, the cost sharing initially 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, unit members, and the City will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 6 effective on the date of Council approval of this MOU (concurrently with the salary schedule increase provided by Section 5.1.2). The Union and the City will take any and all actions necessary to implement the Section 20516(f) cost sharing arrangement described in this Section 6.

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

This Section 6.4 (including subsections) shall apply to miscellaneous bargaining unit members hired on or before December 31, 2012. In addition, this Section 6.4 shall apply to miscellaneous 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:

6.4.1 *2.5% at 55 Pension Formula*

The "2.5% @ 55" retirement program will be available to miscellaneous bargaining unit members covered by this Section.

6.4.2 *Final Compensation Based On 12-Month Period*

For the purposes of determining a retirement benefit, final compensation for miscellaneous bargaining unit members covered by this Section 6.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

6.4.3 *Required Bargaining Unit Member Contributions*

6.4.3.1 Miscellaneous bargaining unit members covered by this

Section 6.4 shall continue to pay, through payroll deduction, the 8.0% member contribution.

6.4.3.2 *Pension Cost Sharing*

Effective on the first day of the first pay period after City Council approval of this MOU, miscellaneous bargaining unit members covered by this Section 6.4 shall pay, through payroll deduction, the 8.0% member contribution and an additional 2.5% of PERSable compensation for a total contribution of 10.5% toward the normal cost of pension benefits as permitted by Government Code Section 20516.

6.5 *Miscellaneous Tier Two: PEPPRA Retirement Tier Required For Miscellaneous Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)*

This Section 6.5 (including subsections) shall apply to miscellaneous 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).

6.5.1 *2% at 62 Pension Formula*

The “2% @ 62” retirement program will be available to miscellaneous bargaining unit members covered by this Section 6.5.

6.5.2 *Final Compensation Based On 36-Months*

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for miscellaneous bargaining unit members covered by this Section 6.5 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

6.5.3 *Required Bargaining Unit Member Contributions*

6.5.3.1 As required by Government Code Section 7522.04(g), effective January 1, 2013, miscellaneous bargaining unit members covered by this Section 6.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

6.5.3.2 *Pension Cost Sharing*

Effective on the first day of the first pay period after City Council approval of this MOU, in addition to paying 50% of normal costs as described above, miscellaneous bargaining unit members covered by this Section 6.5 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.

6.6 *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 this Section 6 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).

6.7 *Definition of Status Quo Ante*

For all unit members, after this MOU terminates on June 30, 2018, the status quo ante for all purposes, including any state statute shall be defined as the current language of Section 6.

6.8 *PARS Retirement Plan*

The present retirement plan, CalPERS 2.5% @ 55 for non-safety members, shall be maintained at the current benefit level and for non-safety members employed before January 1, 2011, the City shall provide a supplemental PARS Retirement Annuity of .5% to enhance the retirement benefit level to 3% @ 55. Employees hired on or after January 1, 2011, will not be eligible for the supplemental PARS Retirement Annuity.

Section 7. Anniversary Date

7.1 For all purposes except eligibility for salary increases, a unit member's anniversary date shall be the date of initial hire.

Section 8. Hours of Work

8.1 The regular workweek for full-time unit members shall consist of forty (40) hours. Members of the bargaining unit are exempt from the Fair Labor Standards Act.

Section 9. Layoff

- 9.1 At least thirty (30) calendar days prior to the effective day of the layoff, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, shall notify the 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 employees. For the purpose of determining order of layoff, total cumulative time shall include time served during a military leave of absence.

Unit members laid off shall have the right to displace the employee in the same classification having the least seniority; provided, however, if there is no other employee in the classification of the laid off employee with less seniority, the laid off employee may take a voluntary demotion to a classification in which such employee had prior permanent status, thus displacing the employee working in that classification who has less seniority. Names of persons laid off shall be placed upon reemployment lists in order of total cumulative time served and shall remain on such list for a period of two (2) years unless reemployed sooner. Sick leave and seniority rights earned prior to layoff will be returned to the employee upon reemployment. Upon request of the employee, with the permission of the City Manager demotion may be made to a vacant position in place of layoff. The City Manager's decision shall be final.

Section 10. Holidays and Vacations

10.1 Authorized Holidays

The holidays for this unit are:

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

Regular full-time unit members shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday.

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.

10.2 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.

10.3 Vacation Credits Accrual

Vacation time shall be accrued in hourly amounts according to the following schedule:

Granted or Earned Years of Service	Vacation Days Earned per Year of Full-Time Service	Hours Accrued Per Pay Period
1st yr. through 5th yr.	11 days	3.38
6th yr. through 10th yr.	16 days	4.92
11th year	17 days	5.23
12th year	18 days	5.54
13th year	19 days	5.85
14th year	20 days	6.15
15th year	22 days	6.77
16th year	23 days	7.08
17th year	24 days	7.38
18th year	25 days	7.69
19th year	26 days	8.00
20th year & up	27 days	8.31

Vacation accrual will be calculated either by granting years-in-service credit for any past employment in another California municipality; prior service with the City of Pacifica will also count for vacation accrual purposes; or a new unit member in this unit with no prior city service in any city or less than 14 years of City service

with the City of Pacifica or other cities will begin accruing vacation at 6.15 hours per pay period (the equivalent of 20 days per year accrual). In no event will a new member of this unit, at the end of his/her first year with the City of Pacifica, accrue less than the rate which is equal to the Management Unit rate of 14 years of service.

10.4 Time Charged

Vacation time shall be charged on the basis of the number of days used for vacation purposes, and in conformance to the Fair Labor Standards Act.

10.5 Vacation Credits Advance

Unit members may take only such vacation as they have accumulated at the time that the vacation begins, except after three (3) years of service the unit member may draw upon anticipated vacation credits not to exceed five (5) working days. At termination of employment the City shall be reimbursed by the unit member for any vacation taken in excess of vacation credit, through payroll deduction.

10.6 Vacation Scheduling and Accumulation

The times during the calendar year at which a unit member may take his/her vacation shall be determined by the City Manager 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 an unit member must defer part or all of his/her annual vacation in a particular year, the City Manager may permit the unit member to take such deferred vacation during the following calendar year. No unit member may accumulate more than four (4) times his/her annual vacation allowance.

10.7 Sick Leave During Vacation

If a unit member becomes sick during his/her vacation, such unit member may charge the period of illness against sick leave credits in the same manner as provided in Section 10 (Sick Leave). A doctor's certificate shall be required and shall be submitted prior to such charge against sick leave credits.

10.8 Return of Vacation

The City agrees to allow unit members to sell to the City, up to two (2) weeks of vacation leave per year, at the unit member's prevailing wage if, within the last calendar year, the unit member has used at least twenty five percent (25%) of his/her vacation time accrual per the accrual chart in Section 10.3 of this MOU.

10.9 Separation from Service

Bargaining unit members who terminate employment shall have 50% of all accrued vacation leave earned prior to the effective day of termination paid into the Vantagecare Retirement Health Savings (RHS) account and the other 50% to be paid in a lump sum.

Should a unit member be reemployed by the City, they will not be able to reestablish any such vacation hours.

Section 11. Sick Leave

11.1 Sick Leave Plan

11.1.1 Accrual

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

11.1.2 Usage

Sick leave shall not be considered a privilege which an unit member may use at his/her 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 including necessary physician appointments.

Sick leave shall be charged against an unit member's sick leave credit in conformance with the Fair Labor Standards Act. 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 (½) 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, unit members may be required to file a physician's statement with the City Manager stating the cause of the absence.

11.2 Incapacity to Perform Duties

The City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, may require any unit member who the City Manager or the City Manager's representative 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 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 13.3 (Long-Term Disability). Vacation and sick leave credits shall not accrue when a unit member is on an unpaid leave of absence.

11.3 Sick Leave at Retirement

Through December 31, 2012: At retirement only, 50% of department directors' sick leave balance shall be applied to PERS service credit as consistent with requirements of the Government Code 20965. After December 31, 2012: department directors' opportunity to apply the remaining 50% of their sick leave balance to the Vantagecare Retirement Health Savings (RHS) program shall be restored.

11.4 Catastrophic Illness or Injury Time Donation Program

Unit members may donate time in accordance with the City's Catastrophic Illness or Injury Policy.

Section 12. Leaves of Absence

12.1 Family Illness Leave

A unit member may use his/her accrued sick leave up to a maximum of six (6) days per year to care for a member of the unit member's immediate family who is ill.

For the purpose of this Section 12.1 immediate family means parent, spouse, domestic partner, child, step-child, or sibling.

Federal and State provided family leave shall be granted to unit members in accordance with the applicable laws.

12.2 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 City Manager, 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, s/he shall

report to work promptly for the balance of his/her regularly scheduled shift or workday.

12.3 *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.

12.4 *Campaign Leave*

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

12.5 *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 an unit member on leave to report promptly on 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.

12.6 *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 for a maximum period of five (5) days in order to attend the funeral or memorial services for the times hereinafter specified.

Said bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this section, 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.

12.7 *Absence Without Official Leave*

Failure of a unit member to report for duty on a normal working day or shift without notice to the City Manager of the reason for such absence shall constitute absence without official leave and without pay. Unit members should make every effort to contact the City Manager or his/her designated representative at the beginning of the work day if they plan to be absent.

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

12.8 *Industrial Disability Leave With Pay*

No disability leave with pay will be granted to non-safety unit members 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. The City will pay full pay for the initial three (3) months' leave to non-safety unit members who suffer industrial disabilities and are on authorized Industrial Disability leave. Workers' Compensation benefits will be integrated and checks endorsed to the City by the unit member. No use of sick leave will be required during the first three (3) months. Full pay as used herein shall mean the unit member's base rate of pay.

After the first three (3) months of Industrial Disability Leave, until the three hundred sixty-fifth (365th) consecutive calendar day's absence or the unit member is determined to be permanently disabled, the unit member may integrate Workers' Compensation disability benefits with unused sick leave to assure no loss of compensation. The ratio used will be seventy-five percent (75%) City/Workers' Compensation pay and twenty-five percent (25%) sick leave. Insurance premiums will continue to be paid by the City.

Safety unit members are covered under Labor Code Section 4850, et seq. While on 4850 leave, unit members will accrue benefits and the City will continue to contribute to benefits as usual.

Section 13. Health and Welfare

13.1 *Medical Insurance – City Contributions*

Effective the first pay period after October 12, 2015, and continuing for the 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 members. For the purpose of this Health and Welfare Section, "full-time" means the Teamsters 350 Department Directors unit member is assigned to a classification requiring the unit member to work at least forty (40) hours per week. 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 Teamsters 350 Department Directors unit member the difference.¹ The City and Teamsters 350 Department Directors unit acknowledge the parties may propose changes to Section 13 during the successor contract negotiations in 2018. During the successor contract negotiations, this Section 13.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time Teamsters 350 Department Directors unit member. Teamsters 350 Department Directors 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 October 12, 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 ¹				
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
CalPERS offered Medical Plan ¹				
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

13.1.1 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

¹ CalPERS has adopted its 2016 health insurance premiums, and the employee-only Kaiser rate is \$746.47, less than 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.

medical plan, a unit member 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.

13.1.2 Health In-Lieu Payment Plan

The City will pay a monthly taxable five hundred and fifty dollars (\$550) in-lieu payment to a Teamsters 350 Department Directors 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 January 2016. 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. Teamsters 350 Department Directors unit members on an unpaid leave of absence are not eligible for the Health In-Lieu Payment Plan.

13.2 Dental, Orthodontia, and Vision

13.2.1 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.

13.2.2 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.

13.2.3 *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

13.3 *Life and Disability Insurance*

13.3.1 Life Insurance

The City shall contribute towards payment of term life insurance benefits an amount equal to the premium cost of two (2) times the unit member's annual salary up to \$200,000 for each eligible unit member.

13.3.2 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.

13.4 *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.

13.5 Coverage During Unpaid Leave

Except as otherwise provided in this MOU, Teamsters 350 Department Director 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.

13.6 Medical Flexible Spending Account

To the extent allowed by the Internal Revenue Service, the City will offer IRS qualified flexible medical spending accounts (FSA). Teamsters 350 Department Director unit members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified FSA accounts.

13.7 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. Teamsters 350 Department Director 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 Teamsters 350 Department Director unit members shall be responsible for paying their share of the outside contractor's administration fee.

13.8 Vantagecare Retirement Health Savings (RHS) Plan

Unit members represented in this unit shall participate in and contribute to the City's Vantagecare Retirement Health Savings Plan to set aside pre-tax contributions for health related expenses after retirement.

City will contribute an amount equal to 2% salary to each member's health retirement account.

City will contribute 8% of the final annual salary to the Vantagecare Retirement Health Savings Account (RHS) to a retiring member of this unit who is at least fifty-five (55) years of age at retirement and has completed two (2) or more years of full-time years of executive management employment with the City as of the last day of employment with the City.

13.9 Commuter Assistance Account

To the extent permitted by the Internal Revenue Service, the City will offer an IRS qualified Commuter Plan. Teamsters 350 Department Director unit members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified Commuter Assistance account.

13.10 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. Teamsters 350 Department Director 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.

13.11 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. Teamsters 350 Department Director unit members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified 457 deferred compensation plan.

13.12 Changes in State or Federal Laws

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

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

supplemented in the manner hereinabove described.

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

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

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

Section 14. Reimbursement for Use of Private Vehicles

Directors shall receive a \$550 per month increase to salary as private vehicle allowance.

Section 15. Safety Equipment

All unit members required to wear steel-toed safety shoes in the performance of their job duties shall be provided an allowance equal to the allowance provided unit members in the Miscellaneous Unit.

Section 16. Uniform Allowance

The City will continue to provide the Public Works Director/City Engineer with uniforms he is required to wear. No uniform cleaning service shall be provided for the Director of Public Works/City Engineer. Employees who perform work at the Waste Water Treatment plant shall be provided coveralls, which shall be cleaned by the City service.

Effective the pay period after the City Council approves this MOU, to comply with the special compensation requirements of CalPERS, the City shall report to CalPERS periodically as earned the value of the required uniforms for classic members (as defined by CalPERS). The cost of the uniforms provided shall not exceed \$250.00 per year, and the value of the uniforms provided to classic members shall be reported to CalPERS each pay period in an amount not to

exceed \$9.61 per pay period. For classic members, the City and unit members will be required to make required employer and employee contributions based on this special compensation in the applicable employer/employee contribution amounts. Pursuant to CalPERS regulations, the value of uniforms for new members (as defined by CalPERS) and the value of safety clothing and equipment does not count as special compensation.

Section 17. Tuition Reimbursement

A unit member may be reimbursed up to a maximum of One Thousand Dollars (\$1,000.00) 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 employee'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 claim form for reimbursement to the Assistant City Manager giving all information needed for an evaluation of the request. The Assistant City Manager decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, a copy of the grade sheet or certificate must be filed in the Human Resources Office 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 18. Probationary Period

18.1 Duration

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. Where a unit member's extended absence from work has prevented a full probationary evaluation, the probationary period may be extended by the City Manager or where the authority has been delegated by the City Manager, in order to provide a full probationary evaluation. 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.

18.2 Termination

The City Manager, or 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.

18.3 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 reemployment eligibility list shall be given regular appointments when reemployed. 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.

18.4 Layoff

A unit member who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo a new probationary period. Former probationary unit members whose names were placed on a reemployment eligible list before they achieved regular status shall start a new probationary period when appointed from a reemployment eligible list.

18.5 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.

18.6 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 19 (Grievances) hereof.

Section 19. Dismissal, Suspension or Demotion for Cause

The City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, may dismiss, demote, or suspend any unit member for cause. Suspension without pay shall not exceed thirty (30) days in any fiscal year. Also, in accordance with the Fair Labor Standards Act, the suspension may not be for less than five (5) days unless it involves a safety violation. 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 (one who has passed the probationary period) 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 20. Grievances

20.1 Definition

A grievance is any dispute which 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. A grievance regarding discipline, suspension or discharge must be filed within seven (7) work days. All other grievances must be filed within fourteen (14) work days. All grievances shall be handled in accordance with the procedure that follows:

20.2 Procedure

Grievances shall be processed in the following manner. Department Directors will submit a grievance directly to the City Manager (Step 1) and may appeal the decision of the City Manager (Step 2):

(1) Step 1. 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) work 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.

(2) Step 2. If not resolved satisfactorily in Step 1 above, the grievant or his/her representative may appeal the decision to the Department Director within ten (10) work days of receipt of the Step 1 answer. Such appeal shall be in writing, detailing the specific issues involved in the appeal 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.

(3) Step 3. If not resolved satisfactorily in Step 2 above, the grievant or his/her representative may appeal the decision to the City Manager within ten (10) work days of receipt of the Step 2 answer. Such appeal shall be in writing, detailing the specific issues involved in the appeal 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. The City Manager shall render his/her decision within fourteen (14) work days of receipt of grievance. No grievance may be further processed under this Section unless it has been filed in accordance with above paragraphs (1)-(2).

(4) Step 4. If not resolved satisfactorily in Step 3 above, the grievant or his/her representative may, within ten (10) work days of the receipt of the Step 3 answer, submit the matter to an Adjustment Board comprised of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union, and three (3) representatives of the City, no more than one (1) of whom shall be either a unit member of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

(5) Step 5. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within ten (10) work days of receipt of the Adjustment Board decision, 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 fees and expenses of the arbitrator and of a Court Reporter shall be borne equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation, witness costs and post hearing briefs, if any.

(6) 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 a unit represented by the Union and unless such dispute falls within the definition of a grievance as set forth in Section 19.1.

20.3 No Change to Memorandum

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

20.4 Demotion, Suspension and Dismissal Grievances

When the City Manager in pursuance of Section 20.2 (3) above resolves a grievance which 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.

20.5 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.

20.6 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 where the authority has been delegated by the City Manager, the City Manager's representative, and Union President.

20.7 No Strike

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

Section 21. Separability of Provisions

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

Section 22. Past Practices and Existing Memoranda of Understanding

- 22.1 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.
- 22.2 This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.

Section 23. Additional Provisions

23.1 Term of Agreement

The parties acknowledge that this Memorandum must be presented to and approved by the City of Pacifica City Council. Unless otherwise specifically stated in this MOU, this Memorandum shall become effective on the date approved by the City Council, and shall remain in effect through June 30, 2018.

23.2 Negotiations for a Successor Memorandum of Understanding

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

Made and entered into this ____ day of _____, 2017.

TEAMSTERS LOCAL 350

CITY OF PACIFICA

By: _____
John Bouchard, President

By: _____
Lorie Tinfow, City Manager

By: _____
Van Ocampo
Public Works Director

By: _____
Deborah Glasser, Chief Negotiator
Deborah Glasser Labor Relations, LLC

APPROVED AS TO FORM

By: _____
Michelle Kenyon
City Attorney

APPENDIX A – 1

**PAY PLAN
DEPARTMENT DIRECTORS
SALARY SCHEDULE
2015 - 2016**

Director of Parks, Beaches & Recreation	12,294	14,059
Director of Public Works/City Engineer	13,854	15,932

APPENDIX A – 2

**PAY PLAN
DEPARTMENT DIRECTORS
SALARY SCHEDULE
2017
(7.0% Increase)**

Director of Parks, Beaches & Recreation	13,155	15,043
Director of Public Works/City Engineer	14,824	17,047

APPENDIX A – 3

**PAY PLAN
DEPARTMENT DIRECTORS
SALARY SCHEDULE
July 8, 2017 – June 30, 2018
(1.5% Increase)**

Director of Parks, Beaches & Recreation	13,352	15,269
Director of Public Works/City Engineer	15,046	17,303