

**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

THE CITY OF PACIFICA

AND

**MANAGEMENT EMPLOYEES
TEAMSTERS LOCAL 350**

November 13, 2018 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

Section 1. Recognition.....	1
1.1 <i>Union Recognition</i>	1
1.2 <i>City Recognition</i>	1
Section 2. Organization Security	1
2.1 <i>Dues Deduction</i>	2
Section 3. City Rights	3
Section 4. No Discrimination.....	3
Section 5. Union Representatives	3
5.1 <i>Attendance at Meetings by Unit Members</i>	3
5.2 <i>Access to Work Locations</i>	3
5.3 <i>Use of City Facilities</i>	4
5.4 <i>Use of Bulletin Boards</i>	4
5.5 <i>Advance Notice</i>	4
Section 6. Pay Plan	6
6.1 <i>Salary</i>	6
6.1.1 <i>2018-2019 Miscellaneous Unit Member Salary Schedule</i>	6
6.1.2 <i>2019-2020 Miscellaneous Unit Member Salary Schedule</i>	6
6.1.3 <i>2020-2021 Miscellaneous Unit Member Salary Schedule</i>	7
6.1.4 <i>2018-2019 Safety Unit Member Salary Schedule</i>	7
6.1.5 <i>2019-2020 Safety Unit Member Salary Schedule</i>	7
6.1.6 <i>2020-2021 Safety Unit Member Salary Schedule</i>	7
6.2 <i>Total Compensation Surveys</i>	8
6.3 <i>Salary for New Employees</i>	8
6.4 <i>Pay Days</i>	8
6.5 <i>Salary Range and Evaluation</i>	8

6.6	<i>Exceptional Contribution Adjustment</i>	9
6.7	<i>Salary Upon Transfer or Promotion</i>	9
6.8	<i>Work Out of Classification</i>	9
Section 7. Retirement.....		10
7.1	<i>City's Contract with CalPERS</i>	10
7.2	<i>CalPERS Election about Unit Member's Payment of City's Pension Costs (Applies to All Tiers)</i>	10
7.3	<i>Unit Member's Payment of City's Pension Costs (Applies to All Tiers)</i>	10
7.4	<i>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)</i>	10
7.4.1	<i>2.5% at 55 Pension Formula</i>	11
7.4.2	<i>Final Compensation Based On 12-Month Period</i>	11
7.4.3	<i>Required Bargaining Unit Member Contributions</i>	11
7.5	<i>Miscellaneous Tier Two: PEPR Retirement Tier Required For Miscellaneous Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity (Not A Classic Member)</i>	11
7.5.1	<i>2% at 62 Pension Formula</i>	11
7.5.2	<i>Final Compensation Based On 36-Months</i>	11
7.5.3	<i>Required Bargaining Unit Member Contributions</i>	12
7.6	<i>Safety Tier One: Safety 3.0% at 55 Retirement Program – Safety Bargaining Unit Members Hired On or Before December 31, 2012 and Safety Unit Members Eligible for Reciprocity</i>	12
7.6.1	<i>3% at 55 Pension Formula</i>	12
7.6.2	<i>Final Compensation Based On Twelve Month Period</i>	12
7.6.3	<i>Required Safety Bargaining Unit Member Contribution</i>	12
7.6.4	<i>Additional Required Safety Bargaining Unit Member Contribution</i>	12
7.7	<i>Safety Tier Two: New Retirement Tier for Safety Bargaining Unit Members Hired On or After January 1, 2013</i>	13
7.7.1	<i>2% @ 50 – 2.7% @ 57 Pension Formula</i>	13

7.7.2	<i>Final Compensation Based On Three Year Average</i>	13
7.7.3	<i>Required Unit Member Contribution</i>	13
7.7.4	<i>Additional Required Safety Bargaining Unit Member Contribution</i>	13
7.8	<i>Implementation of Internal Revenue Code Section 414(h)(2)</i>	13
7.9	<i>PARS Plan For Unit Members Hired Before July 1, 2012</i>	14
Section 8. Anniversary Date		14
Section 9. Hours of Work		14
Section 10. Layoff.....		14
Section 11. Holidays and Vacations		15
11.1	<i>Authorized Holidays</i>	15
11.2	<i>Eligibility</i>	15
11.3	<i>Vacation Credits Accrual</i>	15
11.4	<i>Time Charged</i>	16
11.5	<i>Vacation Credits Advance</i>	16
11.6	<i>Vacation Scheduling and Accumulation</i>	16
11.7	<i>Sick Leave During Vacation</i>	16
11.8	<i>Return of Vacation</i>	17
11.9	<i>Separation from Service</i>	17
Section 12. Sick Leave.....		17
12.1	<i>Sick Leave Plan</i>	17
12.1.1	<i>Accrual</i>	17
12.1.2	<i>Usage</i>	17
12.2	<i>Incapacity to Perform Duties</i>	17
12.3	<i>Sick Leave at Retirement</i>	18
12.4	<i>Sick Leave at Termination</i>	18
12.5	<i>Catastrophic Illness or Injury Time Donation Program</i>	18

Section 13. Leaves of Absence	18
13.1 Family Illness Leave	18
13.2 Family Care & Medical Leave	19
13.2.1 Eligibility	19
13.2.2 Family Care and Medical Leave Entitlement	19
13.2.3 Family Care and Medical Leave To Care for a Covered Service Member with a Service Injury or Illness	20
13.2.4 Pay Status and Benefits	20
13.2.5 Relationship of Family Care and Medical Leave to Other Leaves	20
13.2.6 Notice to the City	20
13.2.7 Medical Certification	21
13.2.8 Minimum Duration of Leave	21
13.2.9 City's Response to Leave Request	22
13.2.10 Dual Parent Employment	22
13.2.11 Employee's Status on Returning from Leave	22
13.3 Pregnancy Disability Leave	22
13.3.1 Notice to City	22
13.3.2 Use of Sick Leave and Vacation During Pregnancy Disability Leave	22
13.3.3 Health and Welfare Benefits	23
13.3.4 Employee Status	23
13.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves	23
13.4 Jury Duty	23
13.5 Military Leave	23
13.6 Campaign Leave	23
13.7 Leave of Absence Without Pay	24
13.8 Bereavement Leave	24
13.9 Absence Without Official Leave	24
13.10 Administrative Leave for Unit Members	24

13.11	<i>Catastrophic Illness or Injury Time Donation Program</i>	25
13.12	<i>Industrial Disability Leave With Pay</i>	25
Section 14.	<i>Health and Welfare</i>	25
14.1	<i>Medical Insurance – City Contributions</i>	25
14.1.3	<i>Eligibility</i>	27
14.1.4	<i>Health In-Lieu Payment Plan</i>	27
14.2	<i>Dental, Orthodontia, and Vision</i>	27
14.2.1	<i>Teamsters 856 Dental, Orthodontia, and Vision</i>	27
14.2.2	<i>City of Pacifica Self-Funded Dental Plan</i>	28
14.2.3	<i>City of Pacifica VSP Vision Plan</i>	28
14.3	<i>Life and Disability Insurance</i>	28
14.3.1	<i>Life Insurance</i>	28
14.3.2	<i>Long-Term Disability Plan</i>	28
14.4	<i>Domestic Partners Health Benefits</i>	28
14.5	<i>Coverage During Unpaid Leave</i>	29
14.6	<i>Medical Flexible Spending Account</i>	29
14.7	<i>Dependent Care Flexible Spending Account</i>	29
14.8	<i>Commuter Assistance Account</i>	29
14.9	<i>Participation in Tax-Sheltered Annuities</i>	29
14.10	<i>Participation in IRS 457 Deferred Compensation Plan</i>	29
Section 15.	<i>Vehicle Use</i>	30
15.1	<i>Reimbursement for Use of Private Vehicles</i>	30
15.2	<i>Use of City Pool, Specially Equipped, or Public Safety Vehicle</i>	30
15.3	<i>No Car Allowance</i>	30
Section 16.	<i>Safety Equipment</i>	30
Section 17.	<i>Uniform Allowance</i>	31
17.1	<i>General Provisions</i>	31

17.2	<i>Fire Department Uniforms</i>	31
17.3	<i>Public Works Department & WWTP Uniforms</i>	31
17.4	<i>WWTP Unit Members</i>	31
Section 18. Tuition Reimbursement		31
Section 19. Labor Management Committee		32
Section 20. Probationary Period		32
20.1	<i>Duration</i>	32
20.2	<i>Termination</i>	32
20.3	<i>Regular Status</i>	32
20.4	<i>Layoff</i>	33
20.5	<i>Transfer</i>	33
20.6	<i>Promotions</i>	33
Section 21. Dismissal, Suspension or Demotion for Cause.....		33
Section 22. Grievances		33
22.1	<i>Definition</i>	33
22.2	<i>Procedure</i>	34
22.3	<i>No Change to Memorandum</i>	35
22.4	<i>Demotion, Suspension and Dismissal Grievances</i>	35
22.5	<i>Compensation Complaints</i>	35
22.6	<i>Mutual Agreement on Changes</i>	36

Section 23. Separability of Provisions	36
Section 24. Contracting Out.....	36
Section 25. No Strike	36
Section 26. Past Practices and Existing Memoranda of Understanding	36
Section 27. Additional Provisions	37
27.1 <i>Term of Agreement</i>	37
27.2 <i>Negotiations for a Successor Memorandum of Understanding</i>	37

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF PACIFICA
AND
TEAMSTERS LOCAL 350 - MANAGEMENT UNIT

The Teamsters Local 350, representing Management 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-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 recommendation of the undersigned for salary and employee benefit adjustments for the period commencing November 13, 2018 and ending June 30, 2021.

Section 1. Recognition

1.1 Union Recognition

Teamsters Local 350, hereinafter referred to as the "Union" is the recognized employee organization for the Management Employees Unit, comprised of those classifications listed in Attachment A to this Agreement. The parties agree that the City Clerk/Executive Assistant position shall be included in the unit only until the incumbent holding that position (as of October 2016) vacates the position. When this event occurs, the position of City Clerk/Executive Assistant shall be removed from the Management Employees bargaining unit.

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*

The City agrees that it shall rely on the certification from the Union to deduct dues and fees from unit employee paychecks per employee authorizations employees provide the Union. The authorizations need only be in a form acceptable to the Union. The Union shall not be obligated to provide the Employer with a copy of an employee's dues deduction authorization unless a dispute arises about the existence or terms of the authorization.

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

- (1) The Union shall notify the City of the designated amount of dues and fees to be deducted for each unit member, and the City shall deduct the amounts so designated after receiving certification from the Union that the unit member has provided written authorization to do so. Any employee request to begin dues deductions or cancel dues deductions must be made to the Union and not the City.
- (2) Authorization, cancellation or modification of payroll deduction of union dues shall be made upon written request and confirmation in writing from the Union. The City shall direct unit members to the Union if they so request to cancel or change dues deductions. Dues deductions may be revoked only by certification from the Union pursuant to the terms of the unit member's written authorization. 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 Union. Unit members may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such unit members 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) 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.

Section 3. City Rights

Except as otherwise provided in this Memorandum of Understanding, the rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Section 4. No Discrimination

The City of Pacifica prohibits harassment and discrimination in the workplace on the basis of race, color, sex (including pregnancy, child birth and related medical conditions), gender, gender identity, gender expression, national origin, citizenship status, age, religious creed, physical or mental disability, marital status, medical condition, AIDS/HIV, genetic information sexual orientation, ancestry, military and veteran status, status as a victim of domestic violence, assault or stalking, 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 5. Union Representatives

5.1 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 or designee. 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 Assistant City Manager or designee/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 two (2).

5.2 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.

5.3 *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 City employees. All such requests shall be in writing and shall state the 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.

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

5.5 *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 or designee 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 representative.

5.6 *Access to New Employee Orientation*

The City will notify the union, in writing, via fax, no less than 14 business days in advance of any new employee orientation, (same as first day of work at the City) who joins the bargaining unit whether by hire, transfer or otherwise specified. Email notification may also be made but will not substitute notification by fax. The 14-business day advance notice for new employee orientation may be shortened only when there is an urgent need critical to the employer's operations that was not reasonably foreseeable (e.g. the employee's first day of work in the bargaining unit position is less than 14-business days after the hiring decision) in which case the

City will be obliged to provide as much advance notice as practicable and must provide the Union the rationale for the exception in writing.

The City shall allow a designated unit Union member representative and/or an outside labor representative to meet with the new employee(s) at the City Office whether during new employee orientation or shortly thereafter. It is anticipated that this meeting would require approximately 45 minutes in order to provide information about the MOU and related matters. Non-bargaining unit management City representatives will excuse themselves during the Union portion of the orientation.

For employees joining the bargaining unit who do not attend an in-person orientation conducted by the Employer, access shall be granted to each such new employee, by a representative of the Union (selected by the Union), at the employee's regular work location on the employee's paid time regular work schedule for a minimum of 30 minutes.

To the extent prohibited by law, the City will not disclose the date, time, or place of new employee orientations to anyone other than the employees who are to attend the orientation, the Union, or a vendor that is contracted to provide a service for purposes of the orientation.

The Union will be responsible for providing a copy of the current MOU and any Union information to the new employee.

Unit member Contact Information

To the extent required by, but not limited to the Government Code § 3558, the City shall provide the Union, or its designee, by email, with a list of names and contact information (listed below) of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following the employee joining the bargaining unit, whichever is sooner. The City will also provide cellular phone numbers and personal email address if on file with the City.

- Employee name
- Job title
- Department
- Work location
- Work phone number
- Home phone number
- Home address

The City shall provide the same information to the Union regarding all employees within the classifications covered by the MOU, every 120 days, which will be established as every September, January and May. Any contact information updates provided to the City, since the last Employee Data sheet was sent, will be reflected in the next scheduled update.

Employer Agreement Not to Disclose Personal Contact Information

Pursuant to Government Code section 6254.3, the City agrees that personal contact information of unit employees (e.g., home address, personal phone number, personal email address) is private information not to be disclosed to any private (non-governmental) person or entity, other than the Union, except upon written authorization of the employee. The Employer further agrees to give the Union prompt notice of requests from any such person or entity for such information, along with a copy of the Employer's response to such requests.

City Communications to Unit Employees concerning Union Rights

If the City chooses to disseminate a communication to unit employees or applicants to be unit employees concerning public employees' rights to join or support an employee organization, or to refrain from joining or supporting an employee organization, the City shall meet and confer with the Union concerning the content of communication before dissemination.

If the City and the Union cannot reach agreement and the City elects to proceed with its proposed mass communication, the City must also distribute, at the City's expense and in the same format and manner of delivery as utilized for the City's communication, a communication of reasonable length provided by the Union.

Section 6. Pay Plan

Base Salaries – 2017-2018 and Prior to Effective Date of MOU

The salary ranges and salary schedule for unit members in miscellaneous classifications in effect in 2017-2018 and prior to the effective date of this MOU are stated in **Appendix B-1** attached to and incorporated into this MOU.

The salary ranges and salary schedule for unit members in safety classifications in effect in 2017-2018 and prior to the effective date of this MOU are stated in **Appendix B-2** attached to and incorporated into this MOU.

6.1 *Salary*

6.1.1 2018-2019 Miscellaneous Unit Member Salary Schedule

Effective the first day of the first full pay period of July 2018, the City shall improve the base salary schedule for unit members in miscellaneous classifications by two percent (2.0%) over the 2017-2018 salary schedule set forth in Appendix B-1. This increase shall apply to all miscellaneous unit members in active, paid status on the effective date. The 2018-2019 salary schedule for unit members in miscellaneous classifications shall be titled "2018-2019 Miscellaneous Member Salary Schedule" and shall be attached to this Agreement as **Appendix B-3**.

6.1.2 2019-2020 Miscellaneous Unit Member Salary Schedule

Effective at the beginning of the first pay period in July 2019, the City shall improve the base salary schedule for unit members in miscellaneous classifications by two percent (2.0%) over the 2018-2019 salary schedule in Appendix B-3. This increase shall apply to all miscellaneous unit members in active, paid status on the effective

date. The 2019-2020 salary schedule for unit members in miscellaneous classifications shall be titled “2019-2020 Miscellaneous Member Salary Schedule” and shall be attached to this Agreement as **Appendix B-4**.

6.1.3 2020-2021 Miscellaneous Unit Member Salary Schedule

Effective at the beginning of the first pay period in July 2020, the City shall improve the base salary schedule for unit members in miscellaneous classifications by two percent (2.0%) over the 2019-2020 salary schedule in Appendix B-4. This increase shall apply to all miscellaneous unit members in active, paid status on the effective date. The 2020-2021 salary schedule for unit members in miscellaneous classifications shall be titled “2020-2021 Miscellaneous Member Salary Schedule” and shall be attached to this Agreement as **Appendix B-5**.

6.1.4 2018-2019 Safety Unit Member Salary Schedule

Effective the first day of the first full pay period of July 2018, the City shall improve the base salary schedule for unit members in safety classifications by two percent (2.0%) over the 2017-2018 salary schedule set forth in Appendix B-2. This increase shall apply to all safety unit members in active, paid status on the effective date. The 2018-2019 salary schedule for unit members in safety classifications shall be titled “2018-2019 Safety Member Salary Schedule” and shall be attached to this Agreement as **Appendix B-6**.

6.1.5 2019-2020 Safety Unit Member Salary Schedule

Effective at the beginning of the first pay period in July 2019, the City shall improve the base salary schedule for unit members in safety classifications by two percent (2.0%) over the 2018-2019 salary schedule in Appendix B-6. This increase shall apply to all safety unit members in active, paid status on the effective date. The 2019-2020 salary schedule for unit members in safety classifications shall be titled “2019-2020 Safety Member Salary Schedule” and shall be attached to this Agreement as **Appendix B-7**.

6.1.6 2020-2021 Safety Unit Member Salary Schedule

Effective at the beginning of the first pay period in July 2020, the City shall improve the base salary schedule for unit members in safety classifications by two percent (2.0%) over the 2019-2020 salary schedule in Appendix B-7. This increase shall apply to all safety unit members in active, paid status on the effective date. The 2020-2021 salary schedule for unit members in safety classifications shall be titled “2020-2021 Safety Member Salary Schedule” and shall be attached to this Agreement as **Appendix B-8**.

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.

6.2 Total Compensation Surveys

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, San Bruno, San Carlos, and South San Francisco.

6.3 Salary for New Employees

Except as herein otherwise provided, the entry salary for a new employee entering employment in classified service shall be the minimum salary for the class to which such new employee is appointed. In cases of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be set by the City Manager or designee, 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.

6.4 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.

6.5 Salary Range and Evaluation

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. In conjunction with the unit member's annual performance evaluation, the unit member's supervisor shall consider a merit salary increase. 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 at the top of their designated salary range shall also be evaluated on an annual basis by their Department Director or 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 employee may be reduced within the established salary range for his/her 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.

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.

6.6 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.

6.7 Salary Upon Transfer or Promotion

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

Consistent with City policy, upon promotion, unit members 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.

6.8 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 his/her Department Director or the Department Director's duly authorized representative.

In the event of a planned absence of a Department Director or other senior management position, it shall be the responsibility of the Director to nominate, with the City Manager's approval, a management employee to act in the capacity of Director or other senior management position. Since such acting assignments are considered to be part of the regular duties of management personnel, 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%).

Section 7. Retirement

7.1 *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.

7.2 *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 7. 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 7.

7.3 *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 7, 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 7 effective on the date of Council approval of this MOU (concurrently with the salary schedule increases provided by Sections 6.1.1 and 6.1.3). 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 7.

7.4 *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 7.4 (including subsections) shall apply to miscellaneous bargaining unit members hired on or before December 31, 2012. In addition, this Section 7.4 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:

7.4.1 2.5% at 55 Pension Formula

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

7.4.2 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 7.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

7.4.3 Required Bargaining Unit Member Contributions

7.4.3.1 Miscellaneous bargaining unit members covered by this Section 7.4 shall continue to pay, through payroll deduction, the 8.0% member contribution.

7.4.3.2 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 7.4 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.

7.5 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 7.5 (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).

7.5.1 2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to miscellaneous bargaining unit members covered by this Section 7.5.

7.5.2 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 7.5 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

7.5.3 Required Bargaining Unit Member Contributions

7.5.3.1 As required by Government Code Section 7522.04(g), effective January 1, 2013, miscellaneous bargaining unit members covered by this Section 7.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

7.5.3.2 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 7.5 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.

7.6 Safety Tier One: Safety 3.0% at 55 Retirement Program – Safety Bargaining Unit Members Hired On or Before December 31, 2012 and Safety Unit Members Eligible for Reciprocity

This Section 7.6 (including subsections) shall apply to bargaining unit members in safety classifications who were hired on or before December 31, 2012. In addition, this Section 7.6 (including subsections) shall apply to bargaining unit members in safety classifications who were hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

7.6.1 3% at 55 Pension Formula

The “3% at 55” retirement program will be available to bargaining unit members covered by this Section 7.6.

7.6.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 7.6 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

7.6.3 Required Safety Bargaining Unit Member Contribution

Each safety bargaining unit member covered by this Section 7.6 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit member contribution.

7.6.4 Additional Required Safety Bargaining Unit Member Contribution

Each safety bargaining unit member covered by this Section 7.6 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit member contribution as described above. Effective the first day of the first pay period after City

Council approval of this MOU, each safety bargaining unit member covered by this Section 7.6 shall pay, through payroll deduction, an additional five percent (5.0%) of persable compensation towards the City's costs for a total contribution of fourteen percent (14.0%) toward the normal costs of pension benefits as permitted by Government Code Section 20516.

7.7 Safety Tier Two: New Retirement Tier for Safety Bargaining Unit Members Hired On or After January 1, 2013

Effective January 1, 2013, this Section 7.7 (including subsections) shall apply to safety bargaining unit members who were hired or on after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

7.7.1 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to safety bargaining unit members covered by this Section 7.7.

7.7.2 Final Compensation Based On Three Year Average

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

7.7.3 Required Unit Member Contribution

As required by Government Code Section 7522.04(g), safety unit members covered by this Section 7.7 shall pay, through payroll deductions, fifty percent (50%) of normal costs.

7.7.4 Additional Required Safety Bargaining Unit Member Contribution

Each safety bargaining unit member covered by this Section 7.7 shall continue to pay fifty percent (50%) of normal costs as described above. Effective the first day of the first pay period after City Council approval of this MOU, in addition to paying fifty percent (50%) of normal costs, safety bargaining unit members covered by this Section 7.7 shall pay, through payroll deduction, an additional five percent (5.0%) of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

7.8 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 7 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).

7.9 *PARS Plan For Unit Members Hired Before July 1, 2012*

The City shall provide the supplemental PARS Retirement Annuity of .5% @ 55 for eligible unit members hired before July 1, 2012. Unit members hired on or after July 1, 2012 shall not be eligible for the supplemental PARS Retirement Annuity.

7.9.1 Effective upon the City Council's approval of the MOU, the PARS Plan shall be revised to allow eligible unit members to retire as early as age 50 with five (5) years of full-time management service with the City. *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 7.

Section 8. Anniversary Date

For all purposes except eligibility for salary increases, an employee's anniversary date shall be the date of initial hire.

Section 9. Hours of Work

9.1 The regular workweek for full-time employees shall consist of forty (40) hours.

9.2 Members of the bargaining unit under the Fair Labor Standards Act are exempt. The City shall comply with any amendments to FLSA affecting bargaining unit members. Alleged violations of the FLSA are subject to litigation rather than the arbitration provisions in the grievance procedure.

Section 10. Layoff

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 employees 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 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 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 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 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 11. Holidays and Vacations

11.1 *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 employee 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 employee is not regularly scheduled to work that day, the unit member's first regularly scheduled workday following the holiday shall be considered a holiday.

11.2 *Eligibility*

All unit members shall be entitled to annual vacation leave except employees serving the first six (6) months of the original one (1) year probationary period.

11.3 *Vacation Credits Accrual*

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

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	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

Maximum vacation accrual is two times the annual accrual rate. Unit members whose vacation accrual was above twice the annual accrual rate as of July 1, 2011 shall have six months from October 10, 2011 (the anticipated date for Council adoption of this MOU) to reduce their accrual to the 2x maximum. After April 1, 2011, vacation time shall not be accrued during any pay period in which unit member's vacation leave bank exceeds the applicable annual accrual rate.

11.4 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.

11.5 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.

11.6 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 Department Director or 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 a unit member must defer part or all of his/her annual vacation in a particular year, the Department Director or 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 two times his/her annual vacation allowance.

11.7 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 12 (Sick Leave). A doctor's certificate shall be required and shall be submitted prior to such charge against sick leave credits.

11.8 Return of Vacation

Managers will be allowed 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 ¼ (one quarter) of the unit member's vacation time accrual per the accrual chart in section 11.3 of this M.O.U. Managers will not be allowed to sell the last two (2) weeks of vacation at any time.

11.9 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. Former employees reemployed by the City shall receive no credit for prior service in determination of vacation benefits.

Section 12. Sick Leave

12.1 Sick Leave Plan

12.1.1 Accrual

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

12.1.2 Usage

Sick leave shall not be considered a privilege which a 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, as allowed by family illness leave, including necessary physician appointments.

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, unit members may be required to file a physician's statement with the Department Director verifying a medical need for the absence.

12.2 Incapacity to Perform Duties

The City Manager or designee may require any unit member who the 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 designee or Department Director 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 12.3 (Long-Term Disability). Vacation and sick leave credits shall not accrue when a unit member is on an unpaid leave of absence.

12.3 Sick Leave at Retirement

Unit member retiring from the City Service, under provisions of a City-sponsored retirement system shall elect one of the following options (no unit member shall be entitled to take both the cash out option and the PERS credit option):

12.3.1 Receive pay for twenty-five percent (25%) of their accumulated sick leave credit, not to exceed Three Thousand Dollars (\$3000). Such pay shall be computed at the rate of pay on the date of retirement (see NOTE below); or

12.3.2 Convert one hundred percent (100%) of their accumulated sick leave credit to additional CalPERS retirement service credit under the provisions of Government Code Section 20965.

12.4 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.

12.5 Catastrophic Illness or Injury Time Donation Program

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

Section 13. Leaves of Absence

13.1 Family Illness Leave

According to State Law, a unit member may use his or her accrued sick leave up to a maximum of six (6) days per year, where the unit member's attendance is required to attend to a member of his immediate family who is ill. A doctor's note may be required to substantiate the illness of the family member.

For the purpose of this Section 13.1 immediate family is defined as parent, spouse, son, daughter, domestic partner, child of domestic partner, or sibling.

13.2 Family Care & Medical Leave

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.

13.2.1 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.

13.2.2 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:

- a) The birth of a child and to care for the newborn child (FMLA and CFRA);
- b) The placement with the unit member of a child for adoption or foster care and care for the newly placed child (FMLA and CFRA);
- c) 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.)
- d) 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.)
- e) 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.

13.2.3 Family Care and Medical Leave To Care for a Covered Service 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 service member with a serious injury or illness if the unit member is the spouse, son, daughter, parent, or next of kin of the service member.

- a) An eligible unit member's entitlement under Section 13.2.3 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day a unit member takes leave to care for the covered servicemember.
- b) 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.

13.2.4 Pay Status and Benefits

Except as provided in this Section 13, 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) work weeks 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.

13.2.5 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.

13.2.6 Notice to the City

- a) 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.

- b) 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.
- c) 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.

13.2.7 Medical Certification

- a) 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.
- b) 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.
- c) 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.
- d) Employees are required to use the medical certification forms available from the City Human Resources Department to meet the certification and recertification requirements of this section.

13.2.8 Minimum Duration of Leave

- a) Leave does not need to be taken in one continuous period of time.
- b) 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.
- c) 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.

13.2.9 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.

13.2.10 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 unit members. Their family care and medical leave entitlement is not limited or combined for any other qualifying purpose.

13.2.11 Employee's Status on Returning from Leave

Except as provided by law, on return from family care and medical leave, an 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. An 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 an unit member is no longer qualified for the position because, e.g., of the employer'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.

13.3 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.

13.3.1 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.

13.3.2 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.

13.3.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 14 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.

13.3.4 Employee 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.

13.3.5 Relationship Between Pregnancy Disability, FMLA, and CFRA Leaves

- a) A pregnancy disability leave shall run concurrently with the unit member's FMLA leave entitlement.
- b) The right to take pregnancy disability leave is separate and distinct from the right to take leave under CFRA. An unit member's own disability due to pregnancy, childbirth or related medical conditions is not a "serious health condition" under CFRA.
- c) 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.

13.4 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 a unit member is released from jury duty each day, he or she must report to work promptly for the balance of his or her regularly scheduled shift or workday.

13.5 Military Leave

The provisions 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 unit members.

13.6 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 or her candidacy.

13.7 Leave of Absence Without Pay

Upon written request, the City Manager, or where the authority has been delegated by the City Manager, the City Manager's representative, may grant unit member a leave of absence without pay for a definite period not to exceed one (1) year. The decision by the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, 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 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 and sick leave credits shall not accrue to unit members on voluntary leave of absence. Additionally, seniority credits shall not accrue to a unit member on voluntary leave of absence.

13.8 Bereavement Leave

In case of death within the immediate family of a unit member, such unit member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services for the times hereinafter specified:

- 13.8.1 If the service is within the Bay Area (i.e., Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma Counties) not to exceed a maximum of three (3) working days.
- 13.8.2 If the service is outside the Bay Area, not to exceed a maximum of five (5) working days. Said bereavement leave is not to be charged to sick or vacation leave.

For the purpose of this Section 13.8, 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, stepchildren, foster children, or other persons with whom there is a demonstrated child-rearing/parental or immediate familial relationship.

13.9 Absence Without Official Leave

Failure of a unit member to report for duty on a normal working day or shift without notice to his department director of the reason for such absence within thirty (30) minutes after the time designated as the beginning of the work day shall constitute absence without leave and without pay. A unit member should make every effort to contact their department director prior to the start of their shift if they plan to be absent.

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

13.10 Administrative Leave for Unit Members

For the duration of this MOU only, unit members will receive administrative leave at the rate of seventy-two (72) hours per fiscal year. The administrative leave is in lieu of compensatory time,

must be used during the fiscal year in which it is received, has no cash value, and does not accumulate from year to year. For the 2018-2019 fiscal year, the increase in administrative leave from 60 to 72 hours shall be prorated to reflect the MOU effective date. After the expiration of the MOU, unit members will receive administrative leave at the prior rate of sixty (60) hours per fiscal year.

13.11 Catastrophic Illness or Injury Time Donation Program

For unit members, the City will continue to offer a catastrophic leave program for donation of time in the event of catastrophic illness or injury.

13.12 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 employee'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 14. Health and Welfare.

14.1 Medical Insurance – City Contributions

Effective July 1, 2018, and continuing for the 2019, 2020, and 2021 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 (effective dates are listed in the chart below). For the purpose of this Health and Welfare Section, "full-time" means the Teamsters 350 Manager 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 Manager unit member the difference. The City and Teamsters 350 Manager unit acknowledge the parties may propose changes to Section 14 during the successor contract negotiations in 2021. During the successor contract negotiations, this Section 14.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time

Teamsters 350 Manager unit member. Teamsters 350 Manager 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.

14.1.1. *Health Insurance Premiums*

Plan	2018 (Effective July 1, 2018)	2019 (2.0% increase effective January 1, 2019)	2020 (2.0% increase effective January 1, 2020)	2021 (2.0% increase effective January 1, 2021)
Teamsters 856 Health and Welfare Trust Fund				
Employee Only	\$827.08	\$843.62	\$860.49	\$877.70
Employee + 1	\$1602.86	\$1634.92	\$1667.62	\$1700.97
Employee + 2 Or More	\$2083.73	\$2125.40	\$2167.91	\$2211.27
Plan	2018 (Effective July 1, 2018)	2019 (2.0% increase effective January 1, 2019)	2020 (2.0% increase effective January 1, 2020)	2021 (2.0% increase effective January 1, 2021)
CalPERS Offered Medical Plan				
Employee Only	\$827.08	\$843.62	\$860.49	\$877.70
Employee + 1	\$1602.86	\$1643.92	\$1667.62	\$1700.97
Employee + 2 Or More	2083.73	\$2125.40	\$2167.91	\$2211.27

14.1.2 *Additional Premium Contributions for the MOU Period Only*

For the duration of this MOU only, the City will make additional contributions towards health care premiums above the maximum amounts listed in Section 14.1.1. During the periods listed below, the City's total contribution toward health care premiums shall be up to the following maximum amounts per month:

- January 1, 2019 to December 31, 2020: \$885.80 (Employee Only); \$1,716.67 (Employee + 1); \$2,231.67 (Employee +2 Or More)
- January 1, 2021 to June 30, 2021: \$930.10 (Employee Only); \$1802.50 (Employee + 1); \$2,343.25 (Employee +2) Or More)

In no event during this three-year period shall the City contribute more than the actual monthly health care premium cost for the applicable plan in which the unit member is enrolled. The City shall not be required to continue the additional contributions described in this Section 14.1.2 beyond the expiration of this MOU. After the expiration of the MOU, the maximum contribution amounts listed in the chart in Section 14.1.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit member.

This subsection 14.1.2 may be reopened during the term of the MOU with the mutual agreement of the parties.

14.1.3 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, 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.

14.1.4 Health In-Lieu Payment Plan

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

14.2 Dental, Orthodontia, and Vision

14.2.1 Teamsters 856 Dental, Orthodontia, and Vision

For each 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.

14.2.2 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.

14.2.3 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

14.3 Life and Disability Insurance

14.3.1 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 an annual salary of \$200,000 for each eligible unit member.

14.3.2 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.

14.4 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.

14.5 Coverage During Unpaid Leave

Except as otherwise provided in this MOU, Teamsters 350 Manager 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.

14.6 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 Manager unit members may have funds deducted pre-tax from the unit member's paycheck and deposited into the IRS qualified FSA accounts.

14.7 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 Manager 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 Manager unit members shall be responsible for paying their share of the outside contractor's administration fee.

14.8 Commuter Assistance Account

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

14.9 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 Manager 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.

14.10 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 Manager 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 15. Vehicle Use

15.1 Reimbursement for Use of Private Vehicles

The City shall reimburse unit members for use of the unit member's private vehicle at the current applicable IRS established federal business standard mileage rate. To be eligible for reimbursement, the unit member must be authorized to use a private vehicle for travel required in the performance of official duty, and the unit member must substantiate the time, place, and business purpose of the travel

During any period of time when a unit member is receiving the mileage reimbursement described in this Subsection 15.1, the City Manager shall not assign the unit member a City pool, specially equipped, or public safety vehicle as described in Subsection 15.2.

No unit member shall be entitled to mileage reimbursement for travel between the unit member's home and the unit member's work location.

15.2 Use of City Pool, Specially Equipped, or Public Safety Vehicle

For some unit members, the nature of the unit member's work may require the unit member to drive a City pool, specially equipped, or public safety vehicle while on duty and actively performing services for the City. At his or her sole discretion, the City Manager, or his or her designee, shall determine whether the nature of the unit member's work requires the unit member to drive such a City vehicle while on duty and actively performing service for the City. For each such unit member, the City Manager, or his or her designee, may authorize the unit member to use a City pool, specially equipped, or public safety vehicle while on duty and actively performing services for the City.

Such unit members shall comply with City regulations governing the use of a City pool, specially equipped, or public safety vehicle.

A unit member authorized to use a City pool, specially equipped, or public safety vehicle shall not use the City vehicle to travel between the unit member's home and the unit member's work location.

During any period of time when the City Manager has assigned a unit member a City pool, specially equipped, or public safety vehicle, the unit member shall not be eligible for the mileage reimbursement described in Subsection 15.1.

15.3 No Car Allowance

No bargaining unit member shall be eligible for a monthly car allowance.

Section 16. 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 employees in the Miscellaneous Unit.

Section 17. Uniform Allowance

17.1 General Provisions

As a condition of employment, the City may require unit members in the Fire and Public Works departments and the Wastewater Treatment Plant to wear uniforms during work hours. The uniforms provided are not suitable for everyday wear, and unit members shall wear the provided uniforms only while on duty and traveling to and from work.

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). 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.

17.2 Fire Department Uniforms

Fire Department unit members who are required to wear uniforms not provided by the City shall receive an annual uniform allowance equal to eight hundred dollars (\$800). Effective the first pay period after December 1, 2016, this allowance shall be paid at the rate of \$30.77 per pay period.

17.3 Public Works Department & WWTP Uniforms

For unit members assigned to the Public Works Department and the Wastewater Treatment Plant, the City shall provide uniforms and a uniform cleaning service to employees who are required to wear uniforms as a condition of employment. The cost of the uniforms provided and the uniform cleaning service shall not exceed \$700 per year. Beginning January 27, 2017, the value of these uniforms and cleaning service shall be reported to CalPERS each pay period in an amount not to exceed \$26.92 per pay period.

17.4 WWTP Unit Members

For unit members assigned to the Wastewater Treatment Plant, the City shall provide coveralls which are solely for personal health and safety purposes of the unit member. The City will provide and pay for regular cleaning service for the coveralls.

Section 18. Tuition Reimbursement

A unit member may be reimbursed up to a maximum of One Thousand Eight Hundred Dollars (\$1,800.00) 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 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 claim form for reimbursement to the Director of General Services giving all information needed for an evaluation of the request. The Director of General Services decision shall be final. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment.

Upon completion of the course, a copy of the grade sheet or certificate must be filed in the Personnel Office for placement in the unit 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 19. 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 20. Probationary Period

20.1 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, Department Director, 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.

20.2 Termination

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

20.3 Regular Status

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

20.4 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 employees whose names were placed on a reemployment eligible list before they achieved regular status shall start a new probationary period when appointed from a reemployment eligible list.

20.5 Transfer

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

20.6 Promotions

Regular employees 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 21. 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 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 employee (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 22. Grievances

22.1 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:

22.2 Procedure

Grievances shall be processed in the following manner:

- 22.2.1 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.
- 22.2.2 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.
- 22.2.3 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).
- 22.2.4 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 an employee of the City or a member of the staff of any organization employed to represent the City in the meeting and conferring process.

22.2.5 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.

22.2.6 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.

22.3 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.

22.4 Demotion, Suspension and Dismissal Grievances

When the City Manager in pursuance of Section 19.2 (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.

22.5 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.

22.6 *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.

Section 23. 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 24. 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 25. No Strike

The Association, its members and representatives, agree that it and they will not during the term of this Memorandum of Understanding 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 employees not covered by this Memorandum of Understanding.

Section 26. Past Practices and Existing Memoranda of Understanding

- 26.1 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.
- 26.2 This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Union.
- 26.3 No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from adjustment Board or arbitration proceedings under Section 22) will be recognized unless agreed to by the City Manager and the Teamsters Local 350, provided that nothing herein shall prevent the City from adjusting past practices to conform with clear contract language.

26.4 All existing side letters that are not incorporated into this memorandum of Understanding shall terminate on the effective date of this Memorandum.

Section 27. Additional Provisions

27.1 *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, 2021.

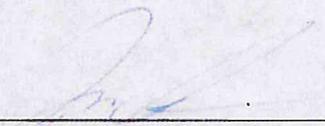
27.2 *Negotiations for a Successor Memorandum of Understanding*

No later than March 15, 2021, the City and the Association shall begin negotiations for a successor Memorandum of Understanding by exchanging initial conceptual proposals.

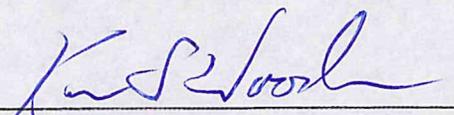
Made and entered into this day of 2018.

TEAMSTERS LOCAL 350

CITY OF PACIFICA

By: 

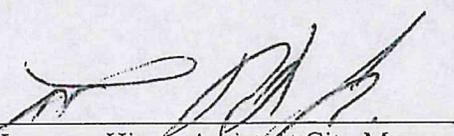
Juan Coca, Business Representative
Teamster Local-Union 350

By: 

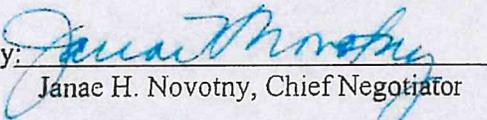
Kevin Woodhouse, City Manager

By: 

Brian Martinez
Teamster Local Union 350 - Management

By: 

Lorenzo Hines, Assistant City Manager

By: 

Janae H. Novotny, Chief Negotiator

APPROVED AS TO FORM

By: 

Michelle Kenyon
City Attorney

APPENDIX A

COMPLETE LIST OF CLASSIFICATIONS INCLUDED IN MANAGEMENT EMPLOYEES UNIT

Senior Civil Engineer.

Associate Civil Engineer

Senior Planner

Associate Planner

Childcare Supervisor

Management Analyst I/II

Field Services Manager

Food/Senior Services Supervisor

Recreation Manager

Information Systems and Technology Manager

Public Works Superintendent

WWTP Assistant Superintendent – Maintenance

WWTP Assistant Superintendent- Operations

WWTP Collections System Manager

WWTP Plant Manager

Deputy Fire Chief

Paramedic Coordinator

APPENDIX B-1

2017-2018 Miscellaneous Member Salary Schedule

Position	Salary Range	
	Minimum	Maximum
Senior Civil Engineer	9,329	10,944
Associate Civil Engineer	8,214	9,632
Senior Planner	8,133	9,590
Associate Planner	7,166	8,450
Childcare Supervisor	7,017	8,070
Management Analyst I/II	7,495	9,448
Field Services Manager	10,375	11,931
Food/Senior Services Supervisor	7,017	8,070
Recreation Manager	8,771	10,088
MIS Manager	9,537	11,765
Public Works Superintendent	8,443	10,195
WWTP Assistant Superintendent – Maintenance	9,329	10,944
WWTP Assistant Superintendent- Operations	9,329	10,944
WWTP Collections System Manager	10,034	11,771
WWTP Plant Manager	10,034	11,771

APPENDIX B-2

2018-2019 Safety Member Salary Schedule

Position	Salary Range	
	Minimum	Maximum
Deputy Fire Chief	15,390	16,109
Paramedic Coordinator	10,304	14,786

APPENDIX B-3

2018-2019 Miscellaneous Member Salary Schedule

Position	Salary Range	
	Minimum	Maximum
Senior Civil Engineer	9,516	11,163
Associate Civil Engineer	8,378	9,825
Senior Planner	8,296	9,782
Associate Planner	7,309	8,619
Childcare Supervisor	7,157	8,231
Management Analyst I/II	7,645	9,637
Field Services Manager	10,583	12,170
Food/Senior Services Supervisor	7,157	8,231
Recreation Manager	8,946	10,290
Information Systems and Technology Manager	9,727	12,000
Public Works Superintendent	8,612	10,399
WWTP Assistant Superintendent – Maintenance	9,516	11,163
WWTP Assistant Superintendent- Operations	9,516	11,163
WWTP Collections System Manager	10,235	12,006
WWTP Plant Manager	10,235	12,006

APPENDIX B-4

2019-2020 MISCELLANEOUS MEMBER SALARY SCHEDULE

Position	Salary Range	
	Minimum	Maximum
Senior Civil Engineer	9,706	11,386
Associate Civil Engineer	8,546	10,021
Senior Planner	8,462	9,977
Associate Planner	7,456	8,791
Childcare Supervisor	7,300	8,396
Management Analyst I/II	7,798	9,830
Field Services Manager	10,794	12,413
Food/Senior Services Supervisor	7,300	8,396
Recreation Manager	9,125	10,496
Information Systems and Technology Manager	9,921	12,240
Public Works Superintendent	8,784	10,607
WWTP Assistant Superintendent – Maintenance	9,706	11,386
WWTP Assistant Superintendent- Operations	9,706	11,386
WWTP Collections System Manager	10,439	12,247
WWTP Plant Manager	10,439	12,247

APPENDIX B-5

2020-2021 MISCELLANEOUS MEMBER SALARY SCHEDULE

Position	Salary Range	
	Minimum	Maximum
Senior Civil Engineer	9,900	11,614
Associate Civil Engineer	8,717	10,222
Senior Planner	8,631	10,177
Associate Planner	7,605	8,967
Childcare Supervisor	7,446	8,564
Management Analyst I/II	7,954	10,026
Field Services Manager	11,010	12,661
Food/Senior Services Supervisor	7,446	8,564
Recreation Manager	9,308	10,705
Information Systems and Technology Manager	10,120	12,485
Public Works Superintendent	8,960	10,819
WWTP Assistant Superintendent – Maintenance	9,900	11,614
WWTP Assistant Superintendent- Operations	9,900	11,614
WWTP Collections System Manager	10,648	12,491
WWTP Plant Manager	10,648	12,491

APPENDIX B-6

2018-2019 Safety Member Salary Schedule

Position	Salary Range	
	Minimum	Maximum
Deputy Fire Chief	15,698	16,431
Paramedic Coordinator	10,510	15,082

APPENDIX B-7

2019-2020 SAFETY MEMBER SALARY SCHEDULE

Position	Salary Range	
	Minimum	Maximum
Deputy Fire Chief	16,012	16,760
Paramedic Coordinator	10,720	15,383

APPENDIX B-8

2020-2021 SAFETY MEMBER SALARY SCHEDULE

Position	Salary Range	
	Minimum	Maximum
Deputy Fire Chief	16,332	17,095
Paramedic Coordinator	10,935	15,691