

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF PACIFICA**

**AND**

**PACIFICA POLICE MANAGEMENT  
ASSOCIATION (PPMA)**

**AND**

**PACIFICA POLICE SUPERVISORS  
ASSOCIATION (PPSA)**

~~September 28, 2015 – June 30, 2018~~ September 28, 2015 – June 30, 2021

**POLICE MANAGERS AND POLICE SUPERVISORS MEMORANDUM OF UNDERSTANDING**

~~September 28, 2015 – June 30, 2018~~ September 28, 2015 – June 30, 2021  
~~MP #4849-8200-8617 v2-~~

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF PACIFICA  
AND  
PACIFICA POLICE MANAGERS ASSOCIATION  
AND  
PACIFICA POLICE SUPERVISORS ASSOCIATION

The Pacifica Police Managers Association and the Pacifica Police Supervisors Association and representatives of the City of Pacifica have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of unit members in the representation units specified in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such unit members.

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 recommendations of the undersigned for salary and unit member benefit adjustments for the period commencing ~~September 28, 2015-2018~~ and ending June 30, ~~2018~~2021.

**SECTION 1. RECOGNITION**

1.1 Association Recognition

The Pacifica Police Supervisors Association, hereinafter referred to as the "PPSA," is the recognized employee organization for the Police Sergeants Unit, comprised of the following classifications certified pursuant to Resolution No. 29-84 adopted by the City Council on April 23, 1984: Police Sergeant.

The Pacifica Police Management Association, hereinafter referred to as the "PPMA," is the recognized employee organization for the Police Management Unit, comprised of the following classifications certified pursuant to a resolution adopted by the City Council on or about April 23, 1984: Police Captain.

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" in employer-employee relations as provided in Resolution No. 29-84 adopted by the City Council on April 23, 1984.

## SECTION 2. ORGANIZATION SECURITY

### 2.1 Dues Deduction

The City shall rely on a written certification from the Union requesting a deduction or reduction from employees' salaries or wages confirming that the Union has and will maintain individual signed employee authorizations affirmatively consenting to dues deductions consistent with the law. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization.

Based on the certification from the Union described above, the City shall deduct, monthly, the amount of Union regular and periodic dues and service fees, insurance premiums, and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished by the Union and signed by the unit member. Dues deduction for any individual shall be made only upon the written request of the Union.

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

At the time of initial employment, the City shall distribute to new unit members Union-prepared information about agency fee and Union-prepared payroll deduction forms. Each pay period, tThe City shall provide the Union with a list of newly hired unit members as required by Section 4.1.

The unit member's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions authorized by this Section. When a unit member is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the unit member deposit the amount with the City which would have been withheld if the unit member had been in pay status during that period. If a unit member is in a non-pay status during a part of the pay period, and that unit member's salary is not sufficient to cover the full withholding, the City shall not deduct Union dues. In this connection, all other required deductions have priority over the Union dues and unit member organization deduction.

### 2.2 Changes or Cancellation of Deductions

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

#### 2.2.2.3 Indemnification

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands,

actions, suits, judgments, and other proceedings arising out of any action relating to this Section 2. The Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

#### 2.32.4 Development of Law

In the event any portion of the California Government Code is amended to address the transfer of monies between the Union and the City, the parties will reopen this section of the MOU to meet and confer regarding the change in law.

#### 2.42.5 Government Code Provisions Incorporated By Reference

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

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

~~The following procedures shall be observed in the withholding of PPMA and PPSA unit members earnings:-~~

- ~~(1) — Payroll deductions shall be for a specified amount and uniform as between unit members of the PPMA or PPSA and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the unit member's written authorization.~~
- ~~(2) — Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the unit member by written notice to the City Manager. Unit members may authorize dues deductions only for the organization certified as the recognized unit member organization of the unit to which such unit members are assigned.~~
- ~~(3) — Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by PPMA or PPSA as the person authorized to receive such funds, 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 a 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 unit member organization deduction.~~

- ~~(5) All unit members who are members of either PPMA or PPSA, and who are tendering periodic dues through dues deductions from their first paycheck of the month and all employees who become members of PPMA or PPSA, and who tender periodic dues through dues deductions of their paycheck shall continue to pay dues to PPMA or PPSA until the end of the month in which notice is given.~~
- ~~(6) PPMA and PPSA 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 PPMA and PPSA dues or premiums for benefits. In addition, PPMA and PPSA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.~~

## 2.6 Use of City Facilities

City employees or the PPMA or PPSA, or their representatives may, with the prior approval of the Assistant City Manager or his/her representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

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

## 2.7 Use of Bulletin Boards

The PPMA and PPSA may use portions of City bulletin boards under the following conditions:

- (1) All materials are subject to the approval of the department director or Division Head in charge of the departmental bulletin board.
- (2) All materials must be dated and must identify the organization that published them.
- (3) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials that the department director considers objectionable will not be posted provided, however, the department director shall first discuss this denial with the City Manager.
- (4) The City reserves the right to determine where bulletin boards shall be placed and what portion of them is to be allocated to the PPMA and PPSA's materials.

## 2.8 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to PPMA and/or PPSA 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, and PPMA and/or PPSA shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with PPMA and/or PPSA, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

## 2.9 Allowable Uses of Electronic Media

PPMA and PPSA representatives may utilize the City's email system to facilitate communication of information to its members and to coordinate meetings. Such use is subject to all conditions and limitations provided by City policy.

### **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, childbirth, and related medical conditions), gender, gender identity, gender expression, national origin, citizenship status, age, religious creed, physical or mental disability, marital status, medical condition, genetic information, sexual orientation, AIDS/HIV status, political activities or affiliations, ancestry, military and veteran status, status as a victim of domestic violence, assault, or stalking, or legitimate unit member organization activities.

It is the policy of the City that all 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. PPMA AND PPSA REPRESENTATIVES**

### **5.1 Bargaining Unit Member Contact Information**

To the extent required by Government Code Section 3558, the City shall provide the Union President with a list of names and contact information (listed below) for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire. The City shall also provide the Union a list of all unit member names and contact information on the last working day of September, January, and May. The information shall include the following information except for any information subject to exclusion pursuant to Government Code Section 6254.3(c):

- Employee name,
- Job title,
- Department,
- Work location,
- Home address, and
- Work, home and personal telephone numbers and personal email addresses on file with the City.

### **5.2 Union Access to New Employee Orientation**

The City will provide a written statement to each new bargaining unit member that the classification is part of a bargaining unit represented by the Union, and the name of a representative of the Union. The City will provide the employee with a packet of information and an electronic membership application form supplied by the Union.

The City will provide the Union President not less than ten (10) days' notice of the onboarding orientation meeting held between the Human Resources Department representatives and new bargaining unit employees, including the date, time and location of the orientation meeting. If a bargaining unit member's first day or work begins less than ten (10) days after the date the employee is hired, the 10-day notice requirement may be reduced, and the City will instead provide as much advance notice as reasonably possible of the orientation meeting.

The City will allow a Union unit member representative and/or a Union outside labor representative to spend up to thirty (30) minutes with the new unit member at the end of

the onboarding orientation meeting in order to provide information and materials about the MOU and related matters. No representative of City management shall be present during the Union's presentation. A bargaining unit member attending the onboarding orientation meeting as the Union representative shall be given paid release time sufficient to cover the Union's presentation and related travel time. The Union will provide the Human Resources Department with the names of any bargaining unit members who they request to be released for this purpose as soon as reasonably possible, and at least 48 hours before the meeting.

#### 5.15.3 Attendance at Meetings by Employees

City employees who are official representatives or unit representatives of PPMA or PPSA 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. 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, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2).

#### 5.25.4 Access to Work Locations

Reasonable access to PPMA and PPSA unit member work locations shall be granted to officers of the PPMA and PPSA, respectively, and their officially designated representatives, for the purpose of processing grievances or contacting members of the PPMA and PPSA 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 an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

## **SECTION 6. PAY PLAN**

### 6.1 Base Salaries – PPMA and PPSA Bargaining Unit Classifications

The ~~2010~~2017-2011-2018 salary ranges and salary schedule for PPMA and PPSA bargaining unit classifications in PPMA and PPSA in effect on ~~September~~June 30, 2018~~27, 2015~~, are stated in **Appendices A and B**, attached to and incorporated into this MOU.



## 6.2 Salary Schedule ~~Increase Contingency Agreement~~

~~The 2015-2016, 2016-2017, and 2017-2018 salary schedule increases provided in Sections 6.2.1, 6.2.2, and 6.2.3 for PPMA bargaining unit members are subject to and contingent upon the PPMA bargaining unit's agreement to the pension cost sharing arrangement described in Section 21, and the PPMA bargaining unit's fulfillment of all obligations stated in those sections.~~

~~The 2015-2016, 2016-2017, and 2017-2018 salary schedule increases provided in Sections 6.2.1, 6.2.2, and 6.2.3 for PPSA bargaining unit members are subject to and contingent upon the PPSA bargaining unit's agreement to the pension cost sharing arrangement described in Section 21, and the PPSA bargaining unit's fulfillment of all obligations stated in those sections.~~

### 6.2.1 ~~20152018-2016-2019~~ Salary Schedule

Effective ~~the first day of the first full pay period of July 2018~~first pay period after September 28, 2015, the City shall improve the base salary schedule for all PPMA and PPSA bargaining unit classifications in Appendices A and B by ~~three-two~~ percent (~~32.0~~) over the ~~20102017-2011-2018~~ salary schedule for PPMA and PPSA bargaining unit members in active, paid status on the effective date. The ~~20152018-2016-2019~~ salary schedule for PPMA bargaining unit members shall be titled "~~20152018-2016-2019~~ PPMA Salary Schedule" and shall be attached to this Agreement as **Appendix A-1**. The ~~20152018-2016-2019~~ salary schedule for PPSA bargaining unit members shall be titled "~~20152018-2016-2019~~ PPSA Salary Schedule" and shall be attached to this Agreement as **Appendix B-1**.

### 6.2.2 ~~20162019-2017-2020~~ Salary Schedule

Effective at the beginning of the first pay period in July ~~20162019~~, the City shall improve the base salary schedule for all PPMA and PPSA bargaining unit classifications in Appendices A and B by ~~three-two~~ percent (~~32.0~~) over the ~~20152018-2016-2019~~ salary schedule in Appendix A-1 for PPMA bargaining unit members in active, paid status on the effective date and Appendix B-1 for PPSA bargaining unit members in active, paid status on the effective date. The ~~20162019-2017-2020~~ salary schedule for PPMA bargaining unit members shall be titled "~~20162019-2017-2020~~ PPMA Salary Schedule" and shall be attached to this Agreement as **Appendix A-2**. The ~~20162019-2017-2020~~ salary schedule for PPSA bargaining unit members shall be titled "~~20162019-2017-2020~~ PPSA Salary Schedule" and shall be attached to this Agreement as **Appendix B-2**.

### 6.2.3 ~~20172020-2018-2021~~ Salary Schedule

Effective at the beginning of the first pay period in July ~~20172020~~, the City shall improve the base salary schedule for all PPMA and PPSA bargaining unit classifications in Appendix A by two percent (2.0%) over the ~~20162019-2017~~

2020 salary schedule in Appendix A-2 for PPMA bargaining unit members in active, paid status on the effective date and Appendix B-2 for PPSA bargaining unit members in active, paid status on the effective date. The ~~20172020-2018-2021~~ salary schedule for PPMA bargaining unit members shall be titled “~~20172020-2018-2021~~ PPMA Salary Schedule” and shall be attached to this Agreement as **Appendix A-3**. The ~~20172020-2018-2021~~ salary schedule for PPSA bargaining unit members shall be titled “~~20172020-2018-2021~~ PPSA Salary Schedule” and shall be attached to this Agreement as **Appendix B-3**.

### 6.3 Total Compensation Surveys

When preparing a total compensation survey for use at the bargaining table with PPMA and PPSA 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: San Bruno, Belmont, Millbrae, Burlingame, Menlo Park, Daly City, Foster City, San Carlos and South San Francisco.

For PPMA and PPSA unit members, each survey shall show total compensation received as of January 1, 2018 and shall be produced for PPMA and PPSA’s review by March 1, 2018.

### 6.4 Salary Schedule Regulations

The rates of pay set forth in Appendices A, A-1, A-2, A-3, B, B-1, B-2, and B-3 (1) represent the standard rate of pay for full-time employment for each classification of PPMA and PPSA unit members. Compensation for PPMA and PPSA unit members working less than full-time shall be adjusted proportionately; (2) represent the total compensation due PPMA and PPSA unit members, except for overtime compensation and other benefits specifically provided for by City Council or this Memorandum of Understanding; and (3) do not include reimbursement for actual and necessary expenses authorized and incurred incident to City employment.

### 6.5 Salary for New PPMA and PPSA Unit Members

Except as herein otherwise provided, the entrance salary for a new PPMA or PPSA unit member entering the classified service shall be the minimum salary for the class to which such new PPMA or PPSA unit member is appointed. In case of unusual recruitment difficulty or of hiring exceptionally qualified personnel, initial salary may be at any step by the City Manager, whose decision shall be final. Such a salary may not be more than the maximum salary for the class to which the PPMA or PPSA unit member is appointed.

### 6.6 Conversion of Rates

For PPMA and PPSA unit members, any monthly, per diem, or hourly rate of pay may be converted into any equivalent rate of pay or to any other time basis when, in the judgment of the City Manager, such a conversion is advisable.

6.7 Pay Days

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

6.8 Pensionable Compensation

To the extent permitted by the California Public Employees' Retirement Law and CalPERS regulations, the following types of pay shall be reported to CalPERS as special compensation for classic members and pensionable compensation for new members:

<u>Special Compensation "Classic" Members"</u>	<u>Pensionable Compensation "New Members"</u>
Post Certificate Pay	Post Certificate Pay
Education Incentive	Education Incentive
Detective Premium	Detective Premium
Bilingual Premium	Bilingual Premium
Longevity Pay	Longevity Pay
Limited Assignment Pay	
Administrative Leave	
Uniform Allowance	
Vehicle Allowance	

6.9 Salary Range and Evaluation

Effective with any evaluation initiated after adoption of this Memorandum of Understanding, each PPMA and PPSA unit member shall have a salary range with a designated minimum and maximum salary only. 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 PPMA or PPSA 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 PPMA or PPSA unit member advances through the salary range.

6.9.1 Minimum and Maximum Merit Increases for PPSA Unit Members Only

PPSA unit members whose performance is satisfactory based upon a performance evaluation and recommendation of their commander shall be eligible for merit salary increases of between three percent (3%) and seven percent (7%).

6.9.2 Effective Date of Merit Increases for PPSA Unit Members

Merit increases for PPMA and PPSA unit members will become effective upon the PPSA unit members designated anniversary date, if approved. Once awarded, the increase for meritorious service will normally be continued in future years and not be revoked at the end of the year in which granted, except as provided otherwise in this section.

6.9.3 Evaluation for PPMA and PPSA Unit Members

PPMA and PPSA unit members at the top of their designated salary range shall also be evaluated on an annual basis by their supervisor. If such PPMA or PPSA 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 PPMA or PPSA unit member's general performance and work habits are unsatisfactory, an increase in salary may be withheld, or the salary of the unit member may be reduced by a maximum of five percent (5%) within the established salary range for his classification upon recommendation of the department director and approval of the City Manager. Any regular PPMA or PPSA unit member shall, upon request, be given a statement of the justification for reduction in salary and shall be entitled to appeal as provided in Section 22.5 or 23.6 (Grievances), as applicable.

6.9.4 Assignment of Salary by City Manager

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

6.9.5 Minimum Salary for PPMA and PPSA Unit Members

6.9.5.1 Minimum Salary for PPMA Unit Members

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

6.9.5.2 Minimum Salary for PPSA Unit Members

The City shall maintain a five percent (5%) difference in the salary range between the positions of Corporal and Sergeant.

6.10 Exceptional Contribution Adjustment

When a PPMA or PPSA 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 significance, substantial, and unique nature, the individual

may be awarded an exceptional contribution adjustment. Such an award will be limited to a maximum of five percent (5%) and be granted in a lump sum or for a specific limited period of time not to exceed twelve (12) months. The actual percentage amount up to the five percent (5%) limit and the time interval it is to be awarded for will be determined by the City Manager and will be based upon the quality and significance of the contribution that is being recognized. There shall be no more than three (3) exceptional contribution adjustments for police personnel in any one (1) year.

## 6.11 Salary upon Transfer or Promotion

### 6.11.1 PPMA Unit Members

For PPMA unit members, the transfer of a unit member shall not be cause for a decrease in salary.

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

### 6.11.2 PPSA Unit Members

For PPSA unit members, the transfer of employee unit member shall not be cause for a change in salary. Personnel who previously served as sworn personnel in the Pacifica Police Department and are promoted into the PPSA unit shall be entitled to an increase in salary of at least two and one half percent (2-1/2%) or to placement at the bottom of the range, whichever is higher. In no event shall the PPSA unit member receive more than the maximum salary for the classification and in no event shall the PPSA unit member receive less than two percent (2.0%) above top step corporal.

## 6.12 Career Incentive Pay

### 6.12.1 POST Certificate Pay

PPMA and PPSA unit members in the classifications covered by this Memorandum of Understanding who successfully completed a probationary period in one of those classifications, and hold permanent status shall be eligible to receive the following monthly amount if they possess or acquire the Peace Officers Standards and Training Certificate as reflected below:

#### Advanced Certificate

- \$675 effective July 1, 2018
- \$775 effective July 1, 2019
- \$825 effective July 1, 2020

Supervisory Certificate

- \$850 effective July 1, 2018
- \$950 effective July 1, 2019
- \$1,000 effective July 1, 2020

Management Certificate

- \$950 effective July 1, 2018
- \$.1050 effective July 1, 2019
- \$1,100 effective July 1, 2020

POST Certificate Pay Available to PPMA Unit Members:

~~Supervisory Certificate — \$750.00~~

~~Management Certificate — \$850.00~~

POST Certificate Pay Available to PPSA Unit Members:

~~Intermediate Certificate — \$350.00~~

~~Advanced Certificate — \$575.00~~

~~Supervisory Certificate — \$750.00~~

POST certificate pay shall not be cumulative for PPMA and/or PPSA unit members. The City shall only pay for the highest attained POST certificate.

6.12.2 Education Incentive

As an incentive for PPSA unit members to obtain educational degrees, the City shall pay PPSA unit members in the classifications covered by this Memorandum of Understanding the following monthly amounts for incentive pay:

Associate Degree	\$125.00
Bachelors Degree	\$175.00
Masters Degree	\$300.00

As an incentive for PPMA unit members to obtain educational degrees, the City shall pay PPMA unit members in the classifications covered by this Memorandum of Understanding the following monthly amounts for incentive pay:

Masters Degree	\$300.00
----------------	----------

### 6.13 Special Assignment Pay

The additional payments provided in this Section for the performance of special assignments are additional compensation and shall be paid only while PPMA or PPSA unit members are on such assignments. Such additional payments are not promotional compensation. The Police Chief, at his or her sole discretion, may assign PPMA and PPSA unit members to and relieve unit members from these special assignments.

#### 6.13.1 Administrative Sergeant Premium for PPSA Unit Members

PPSA unit members assigned to perform a special assignment as an Administrative Sergeant shall receive special assignment pay of three hundred and fifty (\$350.00) per month, in addition to but separate from all other compensation, when assigned to and performing the duties of an Administrative Sergeant.

#### 6.13.2 Detective Premium for PPSA Unit Members

The City shall pay three hundred and fifty (\$350.00) per month to PPSA unit members assigned to perform on a full-time basis as a special assignment as a Crime Prevention Officer, or a Detective, or a Juvenile Officer.

#### 6.13.3 Bilingual Premium

A PPMA or PPSA bargaining unit member may qualify for bilingual pay only in Spanish, Tagalog, and Chinese, if the unit member passes a proficiency examination as required by City. When a PPMA or PPSA unit member is approved for bilingual pay, the unit member shall receive an additional five percent (5%) of the unit member's base salary.

### 6.14 Work Out of Classification/Limited Assignment

#### 6.14.1 Limited Assignment Terms

A PPMA or PPSA unit member may be reassigned from the duties of his classification to perform the duties of a higher classification by means of a Limited Assignment. Limited Assignment shall be made only to existing positions, which are not actively occupied by reason of the temporary absence of the regular appointed incumbent. Limited Assignment shall not be made where the position is vacant. Limited Assignment shall be in writing on an approved form, which among other things shall indicate the name of the unit member, his regular classification, and the classification to which he is assigned on a limited basis. The Limited Assignment must be dated and signed by the department director or his or her duly authorized representative and approved by the City Manager.

6.14.2 Limited Assignment Pay

PPSA Unit Members

PPSA unit members working on a Limited Assignment shall be paid at the beginning step of the salary range for such higher classification or not less than five percent (5%) above the PPSA unit member's regular salary range step, whichever is greater, for each full-time day beyond forty (40) straight time hours the unit member is assigned to the higher classification, retroactive to the first day. Any overtime worked by employee unit member in a Limited Assignment, other than an emergency or a court appearance, must be approved by the department director

PPMA Unit Members

PPMA unit members will only be eligible to receive Limited Assignment Pay for Limited Assignments that are ~~30 days~~ 80 hours or longer in duration and meet the terms stated above in Section 6.14.1. PPMA unit members working on a Limited Assignment shall be paid five percent (5%) above the unit member's regular salary range step for each full-time day the unit member is assigned in the higher classification, retroactive to the first day.

6.15 Standby Pay

PPSA unit members working as a detective and who are assigned to be on standby shall receive five (5) hours compensatory time off for each week of standby duty.

6.16 Longevity Pay for PPSA Unit Members

The City shall pay PPSA unit members for longevity pay as shown on Appendices B-1, B-2, and B-3.

**SECTION 7. ANNIVERSARY DATE**

For all purposes except eligibility for salary increases, a PPMA or PPSA unit member's anniversary date shall be the date of initial hire. For the purposes of salary administration, the anniversary date shall be the effective date of the PPMA or PPSA unit member's last merit increase, promotion, demotion or reinstatement.

**SECTION 8. DAYS AND HOURS OF WORK**

8.1 Work Schedule

The Department Director may assign full-time PPMA and PPSA unit members in an administrative assignment or a patrol assignment to a regular work schedule consisting of



(a) forty (40) hours, composed of five (5) consecutive days of eight (8) hours each, (b) forty (40) hours composed of four (4) consecutive days of ten (10) hours each, or (c) eighty hours per pay period composed of three (3) consecutive days of twelve (12) hours each per week and one eight (8) hour shift per pay period.

The Department Director may administratively assign PPMA and PPSA unit members regularly scheduled for a ten (10) hour work day or twelve (12) hour work day to an eight (8) hour work day for weekly periods, Monday through Fridays, for the purposes of modified assignment, court appearances, jury duty or training periods of three (3) days or more.

## **SECTION 9. OVERTIME PAY - PPSA UNIT MEMBERS**

### 9.1 Authorization to Work Overtime

All overtime work for PPSA unit members must be approved in advance by the department director or his or her designated representative; provided, however, that for emergency conditions the department director may approve exceptions to this procedure, on matters of direct concern to the City of Pacifica.

### 9.2 Overtime Pay

Any authorized time actually worked in excess of the PPSA unit member's regular forty (40) hour workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the PPSA unit member's regular straight-time rate of pay. All overtime shall be calculated to the nearest quarter (1/4) hour in favor of the PPSA unit member.

#### 9.2.1 Overtime Calculation

The FLSA overtime rate for PPSA unit members shall be calculated using the base salary rate, longevity pay, career incentive pay, education incentive pay, Field Training Officer pay, Detective pay, Bilingual pay, Canine Officer pay, holiday in lieu pay, stand-by and any other specialty pay or as required by the FLSA. Specifically excluded in the FLSA overtime rate will be call-back pay.

### 9.3 Overtime And Compensatory Time Off

To the extent permitted by this Section, a PPSA unit member may opt to be paid for overtime hours defined in Section 9.1 either by monetary payment or by compensatory time off (CTO) to the extent permitted by applicable State or Federal law at the discretion of the department director.

The maximum amount of CTO that a PPSA unit member may accrue shall be limited to one hundred twenty (120) hours. CTO shall be taken at a time mutually agreeable to the PPSA unit member and the Department Director; provided, however, that if a unit

member accrues CTO in excess of forty (40) hours, the Department Director may schedule the unit member to use any portion of the accrued compensatory time.

For any compensatory time off a PPSA unit member accrues in excess of one hundred and twenty (120) hours, the City will pay the PPSA unit member at the overtime rate of pay.

PPSA unit members who terminate employment shall be paid for unused compensatory time off accrued at the rate of pay at time of termination.

#### 9.4 Call Back

If a PPSA unit member who has completed his normal shift for the day is called back to work (from home), the unit member shall, upon reporting, receive a minimum of four (4) hours overtime compensation for each such call back.

PPSA Unit members who are ordered to report to work during their off-duty hours for the purpose of appearing in Court and who do so at the specified time shall receive a minimum of four (4) hours' pay at time and one-half (1-1/2). This provision does not apply to instances where PPSA unit members are ordered to report to work less than three (3) hours prior to their regular starting time or are held over less than three (3) hours after their regular quitting time for the purpose of appearing in court.

#### 9.5 Exchange of On-Duty Time

Exchanges of on duty time by PPSA unit members shall be permitted to the extent allowable by applicable state or federal law when approved, provided such exchange does not result in financial responsibility for the City.

When PPSA unit members exchange on-duty time, the hours worked shall be excluded from the calculation of the hours for which the substituting PPSA unit member would otherwise be entitled to overtime compensation. Where one PPSA unit member substitutes for another, each employee will be credited as though he or she had worked his or her normal work schedule for that shift.

### **SECTION 10. LAYOFF**

#### 10.1 Authority

In the event of layoff, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative, shall notify the affected unit members in writing as soon as possible but no later than thirty (30) working days prior to the effective day of the layoff. Layoff shall be implemented within classes of positions and all temporary unit members in affected classifications shall be laid off prior to layoff of any probationary or regular unit members. For the purpose of determining order of layoff, total cumulative time shall include time served in military leave of absence.

## 10.2 Displacement and Reemployment

Unit members laid off shall have the right to displace the unit member in the same classification having the least seniority; provided, however, if there is no other unit member in the classification of the laid off unit member with less seniority, the laid off unit member may take a voluntary demotion to a classification in which such employee unit member had prior regular 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.

## 10.3 Furlough for PPSA Unit Members

The City has the prerogative to furlough PPSA unit members to a maximum of 24 days in each fiscal year. The provisions of section 10.1 and 10.2 shall not apply to furloughs. The determination of whether furloughs are necessary shall not be subject to the grievance procedure; however, the City agrees that before making a final determination, in order to insure, among other things, that furlough hours are equally distributed among PPSA bargaining unit members and that PPSA bargaining unit work shall not be performed by non-unit members as a result, it will meet and confer with the PPSA to discuss the parties' financial situations, alternatives and parameters prior to implementation."

## **SECTION 11. HOLIDAYS**

### 11.1 Entitlement

Regular full-time PPMA and PPSA 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.

### 11.2 Observed Holidays

Holidays observed by both the PPMA and the PPSA are:

- |     |                             |                             |
|-----|-----------------------------|-----------------------------|
| (1) | January 1st                 | New Year's Day              |
| (2) | Third Monday in January     | Martin Luther King, Jr. Day |
| (3) | Third Monday in February    | Washington's Birthday       |
| (4) | Last Monday in May          | Memorial Day                |
| (5) | July 4th                    | Independence Day            |
| (6) | First Monday in September   | Labor Day                   |
| (7) | November 11th               | Veterans Day                |
| (8) | Fourth Thursday in November | Thanksgiving Day            |

- |      |                           |                            |
|------|---------------------------|----------------------------|
| (9)  | Fourth Friday in November | Day after Thanksgiving Day |
| (10) | December 24th             | Christmas Eve Day          |
| (11) | December 25th             | Christmas Day              |

In addition to the 11 observed holidays stated above, PPSA unit members shall observe the following two additional holidays:

- |      |              |              |
|------|--------------|--------------|
| (12) | June 14th    | Flag Day     |
| (13) | October 12th | Columbus Day |

In addition to the 11 observed holidays stated above, PPMA unit members shall receive 2 floating holidays, for a total of 13 fixed and floating holidays.

11.3 Holidays Falling on a Saturday

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

11.4 Holidays Falling on a Sunday

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

11.5 Holidays Falling on a PPSA Unit Member's Day Off

If one of the holidays listed above falls on a PPSA unit member's day off other than a Saturday or Sunday or if a PPSA unit member is required to work on a holiday, he or she shall be allowed a regular workday off at a time determined by agreement between the unit member and the department director. If the department director determines that it is not feasible to grant such other workday off, including those workdays considered holidays in Sections 11.3 and 11.4, the unit member shall be paid for the holiday worked on the basis of straight-time but not to exceed eight (8) hours for any one (1) holiday. Such compensation shall be paid semi-annually on the payday closest to June 1st and December 1st.

11.6 Holiday Falling on A PPMA Unit Member's Day Off

If one of the holidays listed above falls on a PPMA unit member's day off other than a Saturday or Sunday or if a PPMA unit member is required to work on a holiday, he or she shall be allowed a regular workday off at a time determined by agreement between the unit member and the department director.

**SECTION 12. VACATIONS**

12.1 Eligibility

PPMA and PPSA unit members shall begin to accrue vacation credit from the first full day of employment; however, no unit member shall be entitled to annual vacation leave without first serving the six (6) months original probationary period.

12.2 Vacation Credits Earned

12.2.1 Vacation Credits Earned for PPMA Unit Members

PPMA unit members shall accrue vacation time in hourly amounts according to the following schedule up to a maximum vacation accrual of two and one-half (2½) times the annual accrual rate:

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

12.2.2 Vacation Credits Earned for PPSA Unit Members

PPSA unit members shall earn vacation credits in the manner shown below, up to a maximum accrual of twice his or her annual vacation allowance:

<b>Beginning Year of Service</b>	<b>Ending Year of Service</b>	<b>Bi-Weekly Accrual Rate</b>	<b>Equivalent Days</b>
0	5		11
6	10		15
11	11		16
12	12		17
13	13		18
14	14		19
15	15		20
16	16		21

17	17		22
18	18		23
19	19		24
20	20		25
Annual accrual amount for PPSA unit members will equal number of days x 8 hours			

12.3 Time Charged

For PPMA unit members, 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.

For PPSA unit members, vacation time shall be charged on the basis of the actual number of working hours the PPSA unit member is on vacation to the nearest one tenth (1/10th) hour.

12.4 Vacation Credits Advance

PPMA and PPSA 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 forty (40) hours per year. At termination of employment the City shall be reimbursed by the unit member for any vacation taken in excess of vacation credit. For PPSA unit members only, fractional days shall not be taken as vacation but shall remain to the credit of the unit member.

12.5 Vacation Scheduling and Maximum Accrual

The times during the calendar year at which a unit member may take vacation shall be determined by the department director with due regard to the needs of the service and desires of the unit member. If requirements of the service or the desires of the unit member are such that an unit member must defer part or all of his annual vacation in a particular year, the department director may permit the unit member to take such deferred vacation during the following calendar year.

12.6 Sick Leave During Vacation

If a PPMA or PPSA unit member becomes sick during his vacation, such unit member may charge the period of illness against sick leave credits in the same manner as provided in Section 13 (Sick Leave). A doctor's certificate may be required as provided in Section 13.

12.7 Separation from Service

PPMA and PPSA 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 PPMA and PPSA unit members reemployed by the City shall receive no credit for prior service in determination of vacation benefits.

## 12.8 Selling Back of Vacation Credits

PPMA and PPSA unit members shall be allowed to sell to the City a maximum of 56 hours of vacation leave per year, at the individual's prevailing wage, if the unit member has used at least one half of his/her vacation time accrual within the last calendar year, according to the accrual rate in Section 12.2.2. The PPSA unit member must have been with the City for a minimum of five years and must have a balance of eighty (80) hours accrued vacation leave remaining after the return of the hours to the City. This provision may be utilized once during the fiscal year, any amount up to 56 hours, and the request must coincide with a regularly scheduled payday.

## **SECTION 13. SICK LEAVE**

### 13.1 Accrual

PPMA and PPSA unit members shall earn sick leave credit at the rate of 8.0 hours per month of service beginning with the first full day of employment.

### 13.2 Usage

Sick leave shall not be considered a privilege, which a PPMA or PPSA unit member may use at his or her discretion, but shall be allowed only in cases of necessity and actual sickness including necessary physician appointments or disability.

Sick leave shall be charged against a PPMA or PPSA unit member's sick leave credit as the actual number of hours of the regular work period that the PPMA or PPSA unit member is on sick leave. PPMA and PPSA unit members shall be entitled to sick leave compensation except unit members serving the first six (6) months of the original probationary period.

When the absence is for more than one (1) working day in a week, PPMA and PPSA unit members may be required to file a physician's statement with the Personnel Office verifying that the unit member was absent due to illness or injury.

### 13.3 Incapacity to Perform Duties

The City Manager or where the authority has been delegated by the City Manager, the City Manager's representative may require any PPMA or PPSA unit member who he/she 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 PPMA or PPSA unit member is determined to be incapacitated to perform his/her duties, the City Manager or where the authority has been delegated by the City Manager, the City Manager's representative may place the PPMA or PPSA unit member on leave of absence without pay, with due process, provided such action is not in conflict with Government Code Section 4850, and where applicable, the Public Safety Officers Procedural Bill of Rights Act. PPMA and PPSA unit members may use accrued sick leave, vacation or compensatory time prior to being placed on a leave of absence without pay.

Vacation and sick leave credits shall not accrue when a PPMA or PPSA unit member is on an unpaid leave of absence.

#### 13.4 Sick Leave at Retirement or Termination

The City has amended its contract with the Public Employee's Retirement System to provide for PPMA and PPSA unit members the provisions of Section 20965 of the Optional Benefit Provision of PERS regulations, entitled "Credit for Unused Sick Leave."

##### 13.4.1 PPSA Sick Leave at Retirement or Termination

PPSA unit members otherwise terminating their City employment or being terminated shall forfeit all unused sick leave benefits as of the termination date. Former PPSA unit members reemployed by the City shall receive no credit for prior service in determination of sick leave benefits.

##### 13.4.2 PPMA Sick Leave at Retirement or Termination

PPMA unit members establish the following mandatory participation in the City's ICMA RC Vantagecare program for a retirement health savings account.

At the time of retirement or separation from employment with the City of Pacifica, PPMA unit members shall contribute the balance of 50% of accrued sick leave to the ICMA RC Vantagecare Plan.

PPMA unit members shall contribute a specified amount from each paycheck to the plan, based on the following:

- 45+ years of age \$100 per paycheck
- 40-44 years of age \$75 per paycheck
- 21-39 years of age \$75 per paycheck

### **SECTION 14. LEAVES OF ABSENCE**

#### 14.1 Family Illness Leave

According to State Law, a PPMA or PPSA 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 14.1 immediate family is defined as parent, spouse, son, daughter, domestic partner, child of domestic partner, or sibling.



## 14.2 Family Care & Medical Leave

Each eligible PPMA and PPSA 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.

### 14.2.1 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.

### 14.2.2 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:

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

14.2.2.5 Because of any qualifying exigency arising out of the fact that the unit member's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status) (FMLA only).

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

14.2.3 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.

14.2.3.1 An eligible unit member's entitlement under Section 14.2.4 is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day a unit member takes leave to care for the covered servicemember.

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

14.2.4 Pay Status and Benefits

Except as provided in this Section 14, 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.

14.2.5 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.

#### 14.2.6 Notice to the City

14.2.6.1 The unit member must provide written notice to the City as far in advance of the leave as possible and as soon as the unit member reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least (thirty) 30 calendar days in advance of the leave, or if not reasonably known (thirty) 30 calendar days before the leave, then as soon as reasonably practicable.

14.2.6.2 The written notice must inform the City of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

14.2.6.3 The unit member shall consult with the City and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption to department operations.

#### 14.2.7 Medical Certification

14.2.7.1 A unit member's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is requested after the expiration of the time originally estimated by the health care provider, the unit member shall provide the City with recertification by the health care provider.

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

14.2.7.3 As a condition of an 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.

14.2.7.4 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.

#### 14.2.8 Minimum Duration of Leave

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

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

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

#### 14.2.9 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.

#### 14.2.10 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.

#### 14.2.11 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.

### 14.3 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.

#### 14.3.1 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.

#### 14.3.2 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.

#### 14.3.3 Health and Welfare Benefits

The City shall maintain its contribution toward health and welfare benefits under Section 15 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.

#### 14.3.4 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.

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

14.3.5.1 A pregnancy disability leave shall run concurrently with the unit member's FMLA leave entitlement.

14.3.5.2 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.

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

#### 14.4 Jury Duty

A PPMA or PPSA 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 PPMA or PPSA 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.

#### 14.5 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 PPMA and PPSA unit members.

#### 14.6 Campaign Leave

Upon becoming a candidate for public office, any regular PPMA or PPSA 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.

#### 14.7 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 employee PPMA or PPSA 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 PPMA or PPSA 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 PPMA or PPSA 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 PPMA or PPSA unit members on voluntary leave of absence. Additionally, seniority credits shall not accrue to a PPMA or PPSA unit member on voluntary leave of absence.

#### 14.8 Bereavement Leave

In case of death within the immediate family of a PPMA or PPSA 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:

- (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.
- (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 14.8, 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.

#### 14.9 Absence Without Pay

Failure of a PPMA or PPSA 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. PPMA and PPSA unit members 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.

#### 14.10 Administrative Leave for PPMA Unit Members

PPMA unit members will receive administrative leave at the rate of 80 hours per fiscal year, in recognition of the additional evening, weekend and on call responsibilities of an exempt employee. 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.

#### 14.11 Catastrophic Illness or Injury Time Donation Program

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

**SECTION 15. HEALTH AND WELFARE**

15.1 Medical Insurance – City Contributions

Effective ~~the first pay period after September 28, 2015~~July 1, 2018, and continuing for the ~~2017-2019, 2020, and 2018-2021~~ calendar years, the City will contribute up to the following maximum amounts per month toward the cost of health benefits for each full-time PPMA and PPSA unit member. For the purpose of this Health and Welfare Section, “full-time” means the PPMA or PPSA 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 PPMA or PPSA unit member the difference. The City and PPMA and PPSA acknowledge the parties may propose changes to Section 15 during the successor contract negotiations in ~~2018~~2021. During the successor contract negotiations, the chart below in this Section 15.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time PPMA and PPSA unit member. PPMA and PPSA 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.

15.1.1 Health Insurance Premiums

<b>Plan</b>	<del>2015</del> <u>2018</u> (Effective <del>September 28, 2015</del> <u>July 1, 2018</u> )	<del>2016</del> <u>2019</u> ( <del>52.0%</del> <u>52.0%</u> increase effective <del>January 1, 2016</del> <u>January 1, 2019</u> )	<del>2017</del> <u>2020</u> ( <del>52.0%</del> <u>52.0%</u> increase effective <del>January 1, 2017</del> <u>January 1, 2020</u> )	<del>2018</del> <u>2021</u> ( <del>52.0%</del> <u>52.0%</u> increase effective <del>January 1, 2018</del> <u>January 1, 2021</u> )
<b>CalPERS Offered Medical Plan</b>				
Employee Only	<del>\$714.45</del> <u>827.08</u>	<del>\$750.18</del> <u>843.62</u>	<del>\$787.69</del> <u>860.49</u>	<del>\$827.08</del> <u>877.70</u>
Employee + 1	<del>\$1,384.60</del> <u>1,602.86</u>	<del>\$1,453.83</del> <u>1,634.92</u>	<del>\$1,526.53</del> <u>1,667.62</u>	<del>\$1,602.86</del> <u>1,700.97</u>
Employee + 2 Or More	<del>\$1,800.00</del> <u>2,083.73</u>	<del>\$1,890.00</del> <u>2,125.40</u>	<del>\$1,984.50</del> <u>2,167.91</u>	<del>\$2,083.73</del> <u>2,211.27</u>

~~15.1.2 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 15.1.1. 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, 2010: \$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 additional contributions beyond the expiration of this MOU on June 30, 2021. After the expiration of the MOU on June 30, 2021, the maximum contribution amounts listed in the chart in Section 15.1.1 shall define the status quo ante for City contributions toward the cost of health benefits for each full-time unit member.~~

~~This subsection 15.1.2 may be reopened during the term of the MOU with the mutual agreement of the parties~~

#### 15.1.3 15.1.2 Eligibility

To be eligible for a CalPERS offered medical plan, PPMA and PPSA unit members must meet the criteria established by CalPERS.

The City will continue to offer CalPERS health benefits program and make the necessary employer contributions as contracted with CalPERS for both active and retired participants.

#### 15.1.4 15.1.3 Health In-Lieu Payment Plan

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

#### 15.1.5 Cafeteria Plan Benefit Form and the 2014-2015 Allocation

~~Effective September 28, 2015, the City shall prorate, at an eight twelfths (9/12) rate, the cash-out portion of the City's 2014-2015 annual Cafeteria Plan allocation for each PPMA and PPSA unit member. Effective September 28, 2015, PPMA and PPSA unit members shall no longer be entitled to cash-out any vacation purchased under the City's 2014-2015 Cafeteria Plan. PPMA or PPSA unit members may defer using such vacation until June 30, 2016. This agreement voids the provision in the "Cafeteria Plan Benefit Form" requiring a PPMA or PPSA unit member to take one half of the unit member's accrued~~

~~vacation prior to utilizing vacation purchased via the Cafeteria Plan Benefit Form.~~

~~Effective September 28, 2015, the City shall cease using any and all forms of the "Cafeteria Plan Benefit Form," and the City shall have no obligation to use health benefit payments to fund a flexible spending account, child care account, purchase vacation days, or cash payments other than the in-lieu payments described in the prior paragraph.~~

## 15.2 Dental, Orthodontia, and Vision

### 15.2.1 City of Pacifica Self-Funded Dental Plan

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

### 15.2.2 City of Pacifica VSP Vision Plan

For each PPMA and PPSA unit member, 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

## 15.3 Life and Disability Insurance

### 15.3.1 Life Insurance

The City shall contribute an amount necessary to provide the life insurance in an amount equal to twice the PPMA or PPSA unit member's annual salary up to a maximum of \$200,000. PPMA and PPSA unit members in the PPMA or PPSA unit may purchase additional life insurance at their own expense through payroll

deduction. PPMA and PPSA unit members may also purchase, through the same voluntary method, life insurance for dependents.

#### 15.3.2 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 PPMA and PPSA unit member.

#### 15.4 Domestic Partners Health Benefits

The City will provide medical, dental, and vision benefits for registered domestic partners of PPMA and PPSA 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 PPMA and PPSA 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.

#### 15.5 Coverage During Unpaid Leave

Except as otherwise provided in this MOU, PPMA and PPSA 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.

#### 15.6 Medical Flexible Spending Account

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

#### 15.7 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. PPMA and PPSA 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 PPMA and PPSA unit members shall be responsible for paying their share of the outside contractor's administration fee.

15.8 Extended Medical, Dental, Prescription Drugs for PPSA Unit Members

PPMA and PPSA unit members incurring an injury not covered by Government Code Section 4850 may be granted a leave of absence without pay in accordance with Section 14.7 – Leave of Absence Without Pay. Upon the granting of such leave of absence, the City shall continue its contribution for medical, dental, prescription drug and vision care as outlined in Sections 15.1 and 15.2 for a maximum period of three (3) consecutive months.

15.9 Commuter Assistance Account

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

15.10 VantageCare Retirement Health Savings Account

PPMA unit members must participate in and contribute to the City's VantageCare Retirement Health Savings Plan to set aside pretax contributions for health-related expenses after separation or retirement.

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

15.11 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. PPMA and PPSA 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.

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

15.13 City Contribution to IRS Deferred Compensation Plans for PPSA Unit Members

For each PPSA unit member, the City shall contribute six dollars and sixty-nine cents (\$6.69) per pay period to one of these City-offered deferred compensation plans: ICMARC, or Nationwide Retirement Solutions, or California Public Employees' Retirement System.

15.14 Mandatory PPMA and PPSA Unit Member Contributions to the ICMARC Deferred Compensation Plan

15.14.1 PPMA Unit Member Contributions

PPMA unit members establish the following mandatory participation in the City’s ICMA RC Vantagecare program for a retirement health savings account.

- 1) PPMA unit members shall contribute a specified amount from each paycheck to the plan, based on the following:
  - a. 45+ years of age \$100 per paycheck
  - b. 40-44 years of age \$75 per paycheck
  - c. 21-39 years of age \$75 per paycheck
- 2) At the time of retirement or separation from employment with the City of Pacifica, PPMA unit members shall contribute the balances of all accrued vacation and compensatory time to the ICMA-RC Vantagecare Plan

15.14.2 PPSA Unit Member Contributions

PPSA unit members establish the following mandatory participation in the City’s ICMA RC Vantagecare program for a retirement health savings account:

- 1) PPSA unit members shall contribute a specified amount from each paycheck to the plan, based on the following:
  - d. 45+ years of age \$100 per paycheck
  - e. 40-44 years of age \$75 per paycheck
  - f. 21-39 years of age \$75 per paycheck
- 2) At the time of retirement or separation from employment with the City of Pacifica, PPSA unit members shall contribute the balances of all accrued vacation and compensatory time to the ICMA-RC Vantagecare Plan.

**SECTION 16. LABOR MANAGEMENT COMMITTEE**

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

## SECTION 17. UNIFORM ALLOWANCE

Newly hired PPSA unit members shall receive an initial uniform allowance of one thousand dollars (\$1,000); provided, however, that in the event the PPSA unit member fails to complete one (1) year of service to the City, such initial uniform allowance or the equivalency in uniforms and equipment must be returned to the City.

PPMA and PPSA unit members shall receive an annual uniform allowance of eight hundred dollars (\$800), paid in one (1) lump sum on the first warrant list on or after December 1st of each year.

## SECTION 18. AUTOMOBILE ALLOWANCE AND USE OF CITY VEHICLES FOR PPMA UNIT MEMBERS

This Section 18 applies only to PPMA bargaining unit members.

### 18.1 Reimbursement for Use of Private Vehicles

~~The City shall reimburse PPMA 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 PPMA 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 PPMA unit member is receiving the mileage reimbursement described in this subsection 18.1, the City Manager shall not assign the unit member a City pool, specially equipped, or public safety vehicle as described in subsection 18.2, and the unit member shall not be eligible for the vehicle allowance described in subsection 18.3.~~

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

### 18.218.1 Use of City Pool, Specially Equipped, or Public Safety Vehicle

~~For some PPMA unit members, to address public safety needs, the nature of the PPMA unit member's work may require the unit member to drive a City pool, specially equipped, or public safety vehicle to use while on duty and actively performing services for the City, and also for travel between the unit member's home and the unit member's work location. At his or her sole discretion, the City Manager shall determine whether the nature of the PPMA 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 may authorize the PPMA unit member to use a City pool, specially equipped, or public safety vehicle while on duty and actively performing services for the City.~~

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

~~A PPMA 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 PPMA unit member a City pool, specially equipped, or public safety vehicle, the~~The unit member shall not be eligible for ~~the a~~ mileage reimbursement ~~described in subsection 18.1~~ or ~~the an~~ automobile allowance ~~described in section 18.3~~.

### 18.3 Vehicle Allowance for PPMA Unit Members

~~The City shall pay PPMA unit members a \$219.23 vehicle allowance per pay period.~~

~~During any period of time when a PPMA unit member is receiving the vehicle allowance described in this section, the City Manager shall not assign the unit member a City pool, specially equipped, or public safety vehicle, and the unit member shall not be eligible for the mileage reimbursement described in subsection 18.1.~~

## **SECTION 19. PROBATIONARY PERIOD**

### 19.1 Duration

All appointments and promotions of PPMA and PPSA unit members 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 PPMA or PPSA 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.

### 19.2 Credit for Time Worked in Temporary, Extra Help, or Provisional Status

Time worked by an PPSA or PPMA unit member in a temporary, extra help, or provisional status shall not count towards completion of the probationary period; provided, however, that time served in a temporary or provisional appointment may be credited to the probationary period upon recommendation of the department director and approval of the City Manager. The probationary period shall start from the date of probationary appointment. Probationary PPMA or PPSA unit members in regular part-time positions shall be credited with that portion of full-time employment that they worked in a probationary status.

### 19.3 Transfer to Another Department

Probationary unit members who transfer to another department in a position in the same classification may be required to start a new probationary period as determined by the City Manager, whose decision shall be final.

### 19.4 Completion of Probation

A PPMA or PPSA unit member who is not rejected prior to the completion of the prescribed probationary period shall acquire regular status automatically. Former regular PPMA and PPSA unit members appointed from a re-employment eligible list shall be given regular appointments when re-employed. Regular PPMA and PPSA unit members who are demoted to lower classifications shall be given regular appointments in the lower classifications; provided, however, that the unit member has had prior regular status in the lower classification.

### 19.5 Layoff

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

### 19.6 Termination

The City Manager, or where authority has been delegated by the City Manager, the department director, may terminate a probationary PPMA or PPSA unit member at any time during the probationary period without cause, without the right of appeal in any manner, and without recourse to any of the procedures provided in Section 19 hereof.

### 19.7 Transfer to Same Classification

Regular PPMA and PPSA unit members who transfer to another position in the same classification shall not be required to undergo a new probationary period in the position into which transferred.

### 19.8 Promotion to Higher Classification

Regular PPMA and PPSA unit members who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, but shall have the right to demote to their former classification if rejected during their probationary period. During the probationary period, an employee may be rejected at any time by the appointing authority without right of appeal and without recourse to the procedures provided in Section 22 (Grievances) of this MOU.



## **SECTION 20. DISMISSAL, SUSPENSION OR DEMOTION FOR CAUSE**

The City Manager, or, where the authority has been delegated by the City Manager, the department director may discipline any regular PPMA or PPSA unit member as provided in Chapter IV of the Department Rules and regulations Manual, this Memorandum of Understanding, or the City of Pacifica Personnel Rules and in compliance with the Public Safety Officers Procedural Bill of Rights. Suspension without pay shall not exceed thirty (30) days in any fiscal year.

In accordance with applicable State law, an employee shall be notified in writing of any proposed disciplinary action with a copy to the Union and shall be given an opportunity to respond in writing or in person.

Any regular PPMA or PPSA unit member in the competitive service who is suspended, demoted or dismissed shall be furnished a written notice of such action. Upon the employee's request, the employee shall be provided a written statement of the reasons for such action.

## **SECTION 21. RETIREMENT PLAN**

### **21.1 City's Contract with CalPERS**

The City shall continue its contract with the California Public Employees Public Retirement System (CalPERS) for all active PPSA and PPMA unit members. For Tier One PPMA and PPSA unit members described in Section 21.4, the City's contract with CalPERS shall include the 1959 survivors benefit plan, and credit for unused sick leave.

All the retirement benefits provided to PPMA and PPSA unit members are described in this Section 21 or in the City's contract with CalPERS.

### **21.2 CalPERS Election about PPMA and PPSA Unit Member's Payment of City's Pension Costs**

The parties acknowledge that CalPERS mandates an election of PPMA and PPSA unit members, separate from ratification of this MOU, to provide for the cost sharing pursuant to Government Code Section 20516 described in this Section 21. As soon as practicable after the effective date of this MOU, the City will initiate the contract amendment process. Upon approval and agreement from PPMA bargaining unit and the PPSA bargaining unit and completion of the City's amendment to the CalPERS contract, PPMA and PPSA unit member contributions will be made pursuant to Government Code Section 20516, and shall extend beyond the expiration of this MOU. The PPMA, the PPSA, and the City will take all actions necessary to implement the Government Code Section 20516 pension cost sharing agreement described in this Section 21.

21.3 PPMA and PPSA Unit Member's Payment of City's Pension Costs

If the contract amendment between the City and CalPERS is not complete before the effective date of the cost sharing described in this Section 21, the cost sharing shall be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f), and shall extend beyond the expiration of this MOU. The PPMA, the PPSA, and the City will take all actions necessary to implement the Government Code Section 20516(f) pension cost sharing agreement described in this Section 21.

21.4 Tier One: Safety 3.0% at 50 Retirement Program – PPMA and PPSA Bargaining Unit Members Hired On or Before December 31, 2012 and PPMA and PPSA Unit Members Eligible for Reciprocity

This Section 21.4 (including subsections) shall apply to PPMA and PPSA bargaining unit members hired on or before December 31, 2012. In addition, this Section 21.4 (including subsections) shall apply to PPMA and PPSA 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 requirements:

21.4.1 3% at 50 Pension Formula

The “3% at 50” retirement program will be available to bargaining unit members covered by this Section 21.4.

21.4.2 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 21.4 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

21.4.3 Required Bargaining Unit Member Contribution

Each bargaining unit member covered by this Section 21.4 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit member contribution.

21.4.4 Additional Required Bargaining Unit Member Contribution – September 28, 2015

Each bargaining unit member covered by this Section 21.4 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit member contribution. Effective the first full pay period after September 28, 2015, each bargaining unit member covered by this Section 21.4 shall pay, through payroll deduction, an additional four percent (4.0%) of PERSable compensation towards the City's costs for a total contribution of thirteen percent (13.0%) toward the normal costs of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS

mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.4.4 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the PPMA and PPSA bargaining units' approval and agreement to implement through payroll deduction, an additional four percent (4.0%) of PERSable compensation for a total contribution of thirteen percent (13.0%) toward the normal cost of pension benefits.

#### 21.4.5 Additional Required Bargaining Unit Member Contribution – July 1, 2016

Each bargaining unit member covered by this Section 21.4 shall continue to pay through payroll deduction the nine percent (9.0%) required bargaining unit member contribution. Effective July 1, 2016, each bargaining unit member covered by this Section 21.4 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. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.4.5 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the PPMA and PPSA bargaining units' approval and agreement to implement through payroll deduction, an additional five percent (5.0%) of PERSable compensation for a total contribution of fourteen percent (14.0%) toward the normal cost of pension benefits.

#### 21.4.6 No City Intention to Impose

Because PPMA and PPSA bargaining unit members have voluntarily agreed to contribute five percent (5.0%) toward the City's pension costs, the City agrees not to unilaterally impose an additional three percent (3.0%) unit member contribution after 2018 as permitted by Government Code Section 20516.5.

#### 21.5 Tier Two: New Retirement Tier for Safety Bargaining Unit Members in PPMA or PPSA Hired On or After January 1, 2013

Effective January 1, 2013, this Section 21.5 (including subsections) shall apply to PPMA and PPSA 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).

##### 21.5.1 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 bargaining unit members covered by this Section 21.5.

21.5.2 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.

21.5.3 Required Unit Member Contribution

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section 21.5 shall pay, through payroll deductions, fifty percent (50%) of normal costs.

21.5.4 Additional Required Bargaining Unit Member Contribution – September 28, 2016

Each bargaining unit member covered by this Section 21.5 shall continue to pay fifty percent (50%) of normal costs as described above. Effective the first day of the first full pay period after September 28, 2015, in addition to paying fifty percent (50%) of normal costs, bargaining unit members covered by this Section 21.5 shall pay, through payroll deduction, an additional four percent (4.0%) of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.5.4 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the PPMA and PPSA bargaining units' approval and agreement to implement through payroll deduction, an additional four percent (4.0%) of PERSable compensation towards the City's costs.

21.5.5 Additional Required Bargaining Unit Member Contribution – July 1, 2016

Each bargaining unit member covered by this Section 21.5 shall continue to pay fifty percent (50%) of normal costs as described above. Effective the first day of the first full pay period after September 28, 2015, in addition to paying fifty percent (50%) of normal costs, bargaining unit members covered by this Section 21.5 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. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU, to approve this paragraph of Section 21.5.5 of the MOU. For this reason, this paragraph shall be subject to and contingent upon the PPMA and PPSA bargaining units' approval and agreement to implement through payroll deduction, an additional five percent (5.0%) of PERSable compensation towards the City's costs.

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

As permitted by Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each PPMA and PPSA unit member shall pay through payroll deductions the PERS contributions described in Sections 21.4.3, 21.4.4, 21.4.4, 21.5.3, 21.5.4, and 21.5.5 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).

## 21.7 Definition of Status Quo Ante

For both PPMA and PPSA, 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 21.

## **SECTION 22. GRIEVANCE PROCEDURE FOR PPMA UNIT MEMBERS**

### 22.1 Definition

This Section 22 grievance procedure applies only to PPMA unit members. A grievance is any dispute that involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of the named City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

### 22.2 Procedure

Grievances shall be processed in the following manner:

- (1) Any PPMA unit member who believes that the unit member has a grievance may discuss his complaint with the immediate supervisor in the Department in which the unit member works. The grievance shall be presented to the immediate supervisor within fourteen (14) calendar days of the event giving rise to the grievance. Grievances not presented in the time period shall be considered resolved. The grievance shall state the particulars of the grievance and the nature of the determination desired. The supervisor shall meet with the grievant to attempt to settle the grievance. If the issue is not resolved within the department, or if the employee elects to submit his grievance directly to the PPMA, the procedures hereinafter specified may be invoked. A grievance may be filed on behalf of employee PPMA unit member by the unit member or jointly on behalf of a group of PPMA unit members or by the PPMA.
- (2) Any grievance which has not been resolved by the procedure above may be referred to the Department Director by the complainant. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the

resolution desired. The Department Director shall investigate the issue and attempt to reach a satisfactory resolution of the problem.

- (3) Any grievance which has not been resolved by the procedures above may be referred to the City Manager by the complainant or by the Department Director. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who is not the Department Director to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the PPMA, to meet also with the officials of the PPMA and to settle the grievance or to make recommendations to the City Manager. The City Manager shall render his/her decision within fourteen (14) calendar 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) and (2).
- (4) If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of three (3) PPMA representatives, appointed by the PPMA, and three (3) representatives of the City, appointed by the City.
- (5) If an Adjustment Board is unable to arrive at a majority decision, either the PPMA or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the PPMA and the City Manager. The fees and expenses of the arbitrator and of a Court Reporter shall be borne equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation, witness costs and post hearing briefs, if any.
- (6) Decision of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the PPMA and unless such dispute falls within the definition of a grievance as set forth in Section 22.1.

### 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 22.2 (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/her judgment for the judgment of management and if s/he finds that the City had such right, s/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 PPMA 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 PPMA President.

### **SECTION 23. GRIEVANCE PROCEDURE FOR PPSA UNIT MEMBERS**

#### 23.1 Definition

This Section 23 grievance procedure applies only to PPSA unit members. A grievance is any dispute involving 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 any City Official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

#### 23.2 Public Safety Officer Procedural Bill of Rights

Steps I through 3 of the Grievance Procedure shall be utilized to provide the administrative appeal set forth in Section 3304(b) of the Government Code for any appeals of punitive action enumerated in Section 3303. Such appeals shall not be processed beyond Step 3.

### 23.3 Procedure

Grievances shall be processed in the following steps:

#### 23.3.1 Step 1. Immediate Supervisor.

A grievance may be filed by a PPSA unit member in his/her own behalf, or jointly by a group of unit members, or by PPSA.

Within fourteen (14) calendar days of the event giving rise to a grievance, the aggrieved shall present the grievance in writing to his/her immediate Supervisor. Grievances not presented within the time period shall be considered resolved. The grievance shall state the particulars of the grievance, including the specific provision of this Memorandum of Understanding allegedly violated, and the desired remedy.

The Supervisor shall meet with the grievant to attempt to settle the grievance and give a written answer to the aggrieved within seven (7) calendar days from the receipt of the grievance by the Supervisor.

#### 23.3.2 Step 2. Department Director.

If the grievance is not resolved in Step 1, the aggrieved may, within fourteen (14) calendar days from receipt of the Supervisor's written answer, present the grievance in writing to the department director for consideration. The department director shall investigate the issues, meet with the grievant and attempt to reach a satisfactory resolution of the problem. Answer to the grievance shall be made in writing by the department director within fourteen (14) calendar days from receipt of the grievance.

#### 23.3.3 Step 3. City Manager.

If the grievance is not resolved in Step 2, the aggrieved may, within five (5) calendar days from receipt of the department director's answer, present the grievance in writing to the City Manager for consideration. The City Manager shall designate the Assistant City Manager or other representative to investigate the merits of the grievance, to meet with the grievant, and to attempt to settle the grievance or to make recommendations to the City Manager. The City Manager shall respond in writing within ten (10) calendar days from receipt of the grievance. No grievance may be further processed under Section 23 unless it has been filed in accordance with Sections 23.3.1 through 23.3.3.

#### 23.3.4 Step 4. Adjustment Board.

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board



comprised of two (2) PPSA representatives, appointed by the Association, and two (2) representatives of the City, appointed by the City.

#### 23.3.5 Step 5. Arbitration.

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

#### 23.4 Scope of Authority of Adjustment Board or Arbitrator

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 this Association and unless such dispute falls within the definition of a grievance as set forth in Section 23.1.

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.

#### 23.5 Discipline Grievances

23.5.1 No grievance involving demotion, suspension or dismissal of a PPSA unit member will be entertained unless it is filed in writing with the immediate supervisor within three (3) days not including Saturdays, Sundays or holidays, of the time at which the affected unit member was notified of such action.

23.5.2 If the department director or the City Manager resolve a grievance under this Section which involves suspension or discharge, they 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.

### 23.6 Grievances Regarding Compensation

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager at Step 3, Section 23.3 above. 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.

### 23.7 No Changes in this Memorandum of Understanding

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 and the PPSA; provided, that nothing herein shall prevent the City from adjusting past practice to conform with clear contract language.

## **SECTION 24. TUITION REIMBURSEMENT**

### 24.1 Amount and Eligibility

PPMA and PPSA unit members may be reimbursed for tuition and related enrollment/registration expense 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 in an undergraduate or post graduate program related to the unit member's work assignment. There must be a reasonable expectation that the PPMA or PPSA 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 maximum amount of tuition reimbursement available to PPMA and PPSA members within a single fiscal year is as follows:

PPMA unit members:           \$1,500 per fiscal year

PPSA unit members:           \$1,000 per fiscal year

### 24.2 Request for Pre-Approval and Reimbursement

For PPSA unit members, tuition reimbursement will be applied to the City's fiscal year in which the class begins. The course of study must be approved in advance, with the PPMA or PPSA unit member submitting a Request for Tuition Reimbursement to his/her department director that provides all the information needed for evaluation of the request.

### 24.3 City Authorization

The department director shall recommend approval or disapproval and forward the request to the Human Resources Department, whose decision shall be final. Having approved the course of study, Human Resources returns the application to the department, until such time as the course is complete. If a course is approved and later found to be unavailable, a substitute course must be approved.

### 24.4 Proof of Completion

Upon completion of the course, a copy of the grade sheet or certificate with a grade of C or better, together with original receipts and proof of payment by the PPMA or PPSA unit member of tuition, fees, etc., shall be submitted to Human Resources for processing. Any and all reimbursement must be returned to the City in full if the unit member does not achieve at least a C grade. A copy of the tuition information is placed in the unit member's personnel file

### 24.5 Reimbursement to City Upon Separation

If the unit member leaves the employment of the City within one (1) year after reimbursement, such unit member is required to refund one-half (1/2) of the reimbursement to the City.

## **SECTION 25. RESPONSE TIME**

All sworn PPSA unit members shall reside within fifty (50) air miles of the police headquarters prior to the completion of their probationary period; provided, however, that where such boundary would include only a portion of a city, PPSA unit members may live anywhere within the city limits of that city. For the purpose of this section the principal place of residence, where a PPSA unit member regularly lives with his/her family shall be considered as the place where the PPSA unit member resides. Nothing herein shall require a PPSA unit member to move from this place of residence as of July 1, 1984.

## **SECTION 26. NO STRIKE**

The PPMA, the PPSA, their members and representatives, agree that 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 PPMA, the PPSA, nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the city, nor to effect a change of personnel or operations of management or of unit members not covered by this memorandum of understanding.

## **SECTION 27. SEPARABILITY OF PROVISIONS**

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

## **SECTION 28. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING**

- 28.1 Continuation 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.
- 28.2 This Memorandum of Understanding shall supersede all existing memoranda of understanding between the City and the Association.
- 28.3 No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings under Section 21) will be recognized unless agreed to by the City Manager and the PPMA or the PPSA, provided that nothing herein shall prevent the City from adjusting past practices to conform with clear contract language.
- 28.4 All existing side letters that are not incorporated into this Memorandum of Understanding shall terminate on the effective date of this Memorandum.

## **SECTION 29. ADDITIONAL PROVISIONS**

### 29.1 Term of Agreement

The parties acknowledge that this Memorandum must be presented to and approved by the City of Pacifica City Council. Unless otherwise specifically stated in this MOU, this Memorandum shall become effective on the date approved by the City Council, and shall remain in effect through June 30, ~~2018~~2021.

### 29.2 Negotiations for a Successor Memorandum of Understanding

No later than March 15, ~~2018~~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 October, ~~2015~~2018.

PACIFICA POLICE MANAGEMENT ASSOCIATION:

CITY OF PACIFICA:

By \_\_\_\_\_  
~~Dan Steidle~~ Joe Spanheimer, PPMA

By \_\_\_\_\_  
~~Lorie Tinfow~~ Kevin Woodhouse, City Manager

PACIFICA POLICE SUPERVISORS ASSOCIATION:

By \_\_\_\_\_  
Duane Wachtelborn, PPSA

By \_\_\_\_\_  
Lorenzo Hines, Assistant City Manager

By \_\_\_\_\_  
Joe Spanheimer, PPMA

By \_\_\_\_\_  
~~Jim Tasa, Platinum Consultant~~

By \_\_\_\_\_  
Lou Silver, Silver & Katz Law Firm

PACIFICA POLICE SUPERVISORS ASSOCIATION:

By \_\_\_\_\_  
~~M. Carol Stevens~~ Janae Novotny, Chief Negotiator  
Burke, Williams & Sorensen, LLP

By \_\_\_\_\_  
Chris Clements, PPSA

APPROVED AS TO FORM:

By \_\_\_\_\_  
Robert Londeville ~~Duane Wachtelborn~~, PPSA

By \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

**APPENDIX A**  
**Pacifica Police Managers Association (Police Captains)**

2014/2015 Salary Range		
11,240	-	12,926

**APPENDIX A-1**  
**2015-2016 PPMA Salary Schedule**

2015/2016 Salary Range		
3% Increase		
11,577	-	13,314

**APPENDIX A-2**  
**2016-2017 PPMA Salary Schedule**

2016/2017 Salary Range		
3% Increase		
11,925	-	13,713



**APPENDIX A-3**  
**2017-2018 PPMA Salary Schedule**

2017/2018 Salary Range		
2% Increase		
12,163	-	13,987

**APPENDIX B**  
**Pacifica Police Supervisors Association (Sergeants)**  
**Definition of Base Salary Status Quo Prior to this 2015-2018**  
**MOU**

CURRENT MOU SALARY SCHEDULE Hired before July 1, 2010			LONGEVITY	CONVERTED BASE SALARY RANGE		POST INCENTIVE PAY				SALARY WITH INCENTIVES	
MIN	MAX	INT 4%		ADV 6.5%							
Intermediate	7,898	9,477		7,974	9,569	319	383			8,293	9,952
Intermediate 11-15 years	8,056	9,667	2%	8,133	9,760	325	390			8,458	10,150
Intermediate 16+ years	8,628	10,353	2%	8,296	9,955	332	398			8,628	10,353
Advanced	8,095	9,714		7,974	9,569			518	622	8,492	10,191
Advanced 11-15 years	8,257	9,908	2%	8,133	9,760			529	634	8,662	10,394
Advanced 16+ years	8,844	10,611	2%	8,296	9,955			539	647	8,835	10,602
<b>Hired after July 1, 2010</b>											
Intermediate 0-15 years	7,898	9,478		7,974	9,569	319	383			8,293	9,952
Intermediate 16+ years	8,628	10,353	4%	8,293	9,952	332	398			8,625	10,350
Advanced 0-15 years	8,095	9,714		7,974	9,569			518	622	8,492	10,191
Advanced 16+ years	8,844	10,611	4%	8,293	9,952			539	647	8,832	10,599

## APPENDIX B-1 2015-2016 PPSA Salary Schedule

2015-2016 FY										
Hired before July 1, 2010										
	MIN	MAX	POST Incentive Pay							
	3%	3%	Intermediate \$350		Advanced \$575		Supervisory \$750			
0-10 Years	8,213	9,856	8,563	10,206	8,788	10,431	8,963	10,606		
11-15 Years (2%)	8,377	10,053	8,727	10,403	8,952	10,628	9,127	10,803		
16+ Years (2%)	8,545	10,254	8,895	10,604	9,120	10,829	9,295	11,004		
Hired after July 1, 2010										
0-15 Years	8,213	9,856	8,563	10,206	8,788	10,431	8,963	10,606		
16+ Years (4%)	8,542	10,251	8,892	10,601	9,117	10,826	9,292	11,001		

## APPENDIX B-2

### 2016-2017 PPSA Salary Schedule

2016-2017 FY									
Hired before July 1, 2010									
	MIN	MAX	POST Incentive Pay						
	3%	3%	Intermediate \$350		Advanced \$575		Supervisory \$750		
0-10 Years	8,460	10,152	8,810	10,502	9,035	10,727	9,210	10,902	
11-15 Years (2%)	8,628	10,354	8,978	10,704	9,203	10,929	9,378	11,104	
16+ Years (2%)	8,801	10,561	9,151	10,911	9,376	11,136	9,551	11,311	
Hired after July 1, 2010									
0-15 Years	8,460	10,152	8,810	10,502	9,035	10,727	9,210	10,902	
16+ Years (4%)	8,798	10,558	9,148	10,908	9,373	11,133	9,548	11,308	

## APPENDIX B-3

### 2017-2018 PPSA Salary Schedule

2017-2018 FY									
Hired before July 1, 2010									
	MIN	MAX	POST Incentive Pay						
	2%	2%	Intermediate \$350		Advanced \$575		Supervisory \$750		
0-10 Years	8,629	10,355	8,979	10,705	9,204	10,930	9,379	11,105	
11-15 Years (2%)	8,801	10,561	9,151	10,911	9,376	11,136	9,551	11,311	
16+ Years (2%)	8,977	10,772	9,327	11,122	9,552	11,347	9,727	11,522	
Hired after July 1, 2010									
0-15 Years	8,629	10,355	8,979	10,705	9,204	10,930	9,379	11,105	
16+ Years (4%)	8,974	10,768	9,324	11,118	9,549	11,343	9,724	11,518	

# APPENDIX C-1

CITY OF PACIFICA  
170 Santa Maria Avenue  
Pacifica, California 94044

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

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

1. Employee's Name: \_\_\_\_\_

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

Patient's relationship to employee: \_\_\_\_\_

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

Yes No

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

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

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

Yes No

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

Yes No

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

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

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

Yes No

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

After review of the employee's signed statement (See Item 10 below), does the condition warrant the participation of the employee? (This participation may include psychological comfort and/or arranging for third-party care for the family member.)

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

---

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

Yes No

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

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

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

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

Yes No

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

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

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

Yes No

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

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

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

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

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

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

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11. Printed name of health care provider: \_\_\_\_\_

Signature of health care provider:

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Date: \_\_\_\_\_



12. Signature of Employee:

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Date: \_\_\_\_\_

### **Serious Health Condition**

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

1. Hospital Care

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

2. Absence Plus Treatment

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

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

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

4. Chronic Conditions Requiring Treatment

A chronic condition which:

- (1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

- (3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

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

6. Multiple Treatments (Non-Chronic Conditions)

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

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

# APPENDIX C-2

CITY OF PACIFICA  
170 Santa Maria Avenue  
Pacifica, California 94044

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

Employee's Name:

---

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

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

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

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

- Intermittent leave. Specify medically advisable intermittent leave schedule:

---

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Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

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

---

---

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

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

---

---

Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

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

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Beginning (Estimate): \_\_\_\_\_

Ending (Estimate): \_\_\_\_\_

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

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Signature of health care provider:

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Date: \_\_\_\_\_

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

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

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**POLICE MANAGERS AND POLICE SUPERVISORS MEMORANDUM OF UNDERSTANDING**