MEMORANDUM OF UNDERSTANDING

DECEMBER 1, 2017 through NOVEMBER 30, 2019

Between CITY OF DALY CITY
and
A.F.S.C.M.E., LOCAL 829

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Between CITY OF DALY CITY and A.F.S.C.M.E., LOCAL 829

PREAMBLE

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Daly City (hereinafter "City") and the bargaining representatives of the Municipal Employees Union, Local 829, Council 57, American Federation of State, County and Municipal Employees AFL-CIO (hereinafter, "Union") and shall apply to the classifications set forth in Appendix "A".

The adjustments to wages, hours and conditions of employment, that are set forth in the Memorandum, have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the bargaining representatives of the City and the bargaining representatives of the Union. The bargaining unit representatives of the Union represent that a majority of the members of the Union have approved all the salary and fringe benefit adjustments as set forth herein; and the bargaining representatives of the City agree to recommend to the City Council that all adjustments as set forth herein be adopted in full by the City Council in the same manner and procedure prescribed by law.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias Brown Act and has been jointly prepared by the parties.

ARTICLE I – RECOGNITION

Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance.

ARTICLE II – NO DISCRIMINATION

There shall be no discrimination by the City, recognized employee organizations, or anyone employed by the City for or against any employee or applicant for employment, promotion, demotion or discharge, because of race, religious creed, color, ancestry, national origin, gender or sexual orientation, marital status, political opinions or affiliations, or lawful employee organization activities; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from performing the essential duties established for the position for which he/she is applying.

ARTICLE III – UNION SECURITY/AGENCY SHOP

A. Payroll Deduction

The Union may have the regular dues of its members within a bargaining unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the City, and shall continue (1) until such authorization is revoked, in writing, by the employee; or (2) until the transfer of the employee to a unit represented by another employee organization. The Human Resources Department and the Finance Department will work to provide that dues deductions are promptly terminated when an employee transfers out of union representation through a change in classification or status. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

Agency Shop

Consistent with the provisions of the California Government Code, Section 3502.5, an employee covered by this agreement shall either: (1) become a member of the Union and pay regular Union dues, or (2) pay to the Union an agency (representation) fee as permitted by law, or (3) present to the Union and the City's Human Resources Director a written declaration that he or she is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. The employee who qualifies for this exemption shall, in lieu of dues or agency shop fees payment, pay an amount equal to the agency shop fees to one of the following non-religious, non-labor charitable organizations listed below:

(a) Gardner Family Health Network, Inc., Alviso, CA;
(b) Sequoia Hospital Foundation, Redwood City, CA or
(c) Community Gate Path Boys & Girls Clubs of North San Mateo County, South San Francisco, CA.

An employee who claims such exemption must submit to the Union and to the City a letter signed by an official of the bona fide religious body certifying that person's membership.

Proof of the payments shall be made on a monthly basis to the Human Resources Director as a condition of continued exemption from the requirement of financial support to the public employee organization.

If the employee fails to provide such proof, the employee will be required to pay the agency fee.

Fee Deduction

If any employee in a classification covered by this MOU fails to authorize one of the above deductions within thirty (30) calendar days of date of hire or within thirty (30)

calendar days' notice of the provisions of this agency shop, the City shall deduct the agency fee from the employee's paycheck. The City shall determine the timing of such automatic deductions. The requirement that employees who are not members of the Union pay this representation agency fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted. In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Maintenance of Membership, shall apply to dues-paying members of the Union.

Maintenance of Membership

All employees who are members of AFSCME and who are tendering periodic dues through dues deductions from their paycheck, and all employees who become members of AFSCME and who tender periodic dues through dues deductions from their paycheck, shall continue to pay dues for the duration of this MOU and each subsequent MOU thereafter.

For a period of thirty (30) calendar days prior to the expiration of the current MOU, any employee who is a member of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the employee during that period of time in writing to the Union and the Human Resources Director; such written communication shall be delivered by certified mail and must be postmarked during the thirty (30) calendar day period. An employee who so withdraws from Union membership shall still be subject to the provisions of Agency Shop.

Payroll Deduction

The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by AFSCME and distributed by the City, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this payroll deduction; or (2) the transfer of the employee out of the representation unit.

The Union shall notify the City at least thirty (30) days in advance of any change in its dues and fees.

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.
If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

The provisions of Section Agency Fee above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

AFSCME PEOPLE

Employees may voluntarily elect to have contributions deducted through payroll at a minimum of two dollars ($2.00) per month, deducted from their pay checks under the procedures prescribed by the City for the Public Employees Organized to Promote Legislative Equality Fund (PEOPLE of AFSCME). Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

Union Obligations

The Union shall provide the City with a copy of the Union's Hudson Procedure for the determination and protest of its agency fees. The Union shall provide a copy of said Hudson Procedure to every agency fee payer covered by this Memorandum of Understanding and annually thereafter. The Union will supply the City with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.

The Union shall comply with Government Code Section 3502.5(f). In addition, the Union shall comply with Government Code Section 3502.5(d) in compliance with the Agency Shop agreement. The Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

City Obligations

Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the City and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: (1) Union dues; (2) agency fee; or (3) if he/she qualifies pursuant to the requirements of the Agency Fee Section above, a fee equal to agency fee payable to one of four negotiated charities.

All dues and service fee deductions shall be transmitted to Council 57 in an expeditious manner.

All transmittal checks shall be accompanied by documentation which denotes the employee's name, employee ID number, amount of deduction and member or agency fee payer status.
The City shall hand out agreed upon Union materials along with Agency Shop forms.

Hold Harmless

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the City under this Section 3. This includes, but is not limited to, the City Attorney's fees and costs.

B. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.

C. Compliance

1. New Employees

Upon request, the City shall furnish the Union with copies of "Employee Authorization for Payroll Deductions" documents related to Agency Shop or Union Dues Deductions executed by new employees. Within ten (10) working days of hire, the City shall provide the names of the new employees in this bargaining unit to the Union. The Union shall furnish all agency fee payors with copies of the Union's administrative procedure and appeal process and, shall provide to the City confirmation of such notification to the new employees.

2. Current Employees

a. An employee employed in a bargaining unit that has been granted Agency Shop in accordance with Section B above in a job class or position covered by this Memorandum of Understanding, shall be provided by the City with an "Employee Authorization for Payroll Deduction" form.

b. If the form authorizing payroll deduction is not returned to the Director of Finance and Administrative Services within thirty (30) calendar days after receipt of notice of the Agency Shop provision and the "Employee Authorization for Payroll Deduction", the Director of Finance and Administrative Services shall so notify the Union, providing the employee's name, address, classification, and department. The Union may then, in writing, direct that the City withhold the agency fee from the employee's salary, in which case, the employee's biweekly salary shall be reduced by an amount equal to the agency fee and the City shall pay that amount withheld to the Union.

c. Within ten (10) working days of the date current employees submit their Employee Authorization for Payroll Deduction, the Union shall provide to

the City confirmation that it has furnished each agency fee payor with a copy of the Union's administrative procedure and appeal process.

3. New and Current Employees
The Agency Shop provisions of this Section may be revoked by the bargaining unit membership in the manner provided under Section 3502.5(b) of the California Government Code.

D. Indemnification

The Union shall indemnify, defend, and save the City of Daly City, its officers, agents and employees harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Article or action taken or not taken by the City under this Article, and shall promptly reimburse the City for reasonable legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and costs; to and including the reserved right of the City to select counsel of its own choice.

E. List of Employees

The City shall furnish the Union with the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the City shall not be required to provide such information in any format other than one already utilized by the City.

ARTICLE IV – STEWARDS AND OFFICIAL UNION REPRESENTATIVES

Reasonable access to employee work locations shall be granted officers of AFSCME and their officially designated representatives for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the department head or the City Manager or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established or security requirements.

ARTICLE V – ACCESS TO PERSONNEL FILES

An employee or the employee's designated representative shall have access to the employee's personnel file upon written request to the Human Resources Department. The employee or the employee's representative shall schedule an appointment with the Human Resources Department to review the personnel file. Employees will be given copies of any written reprimand or performance evaluation placed in their personnel file. Within a reasonable period of time from the receipt by the employee of a written reprimand or performance evaluation, the employee may respond in writing. The written response will be placed in the employee's personnel file.

ARTICLE VI – SALARIES

A. Salaries

1. Effective December 2, 2017, all bargaining unit members shall receive a three percent (3.0%) cost-of-living increase. (See Appendix B)

2. Effective December 1, 2018, all bargaining unit members shall receive a three percent (3.0%) cost-of-living increase. (See Appendix B-1)

B. Internal Revenue Code 414(h)

The City shall continue to make available the Section IRC 414(h) option to affected members. Eligibility to participate and the irrevocable conditions of a one-time only election continue pursuant to the regulations as set forth by the Internal Revenue Service.

C. Supplemental/Education/Certification Pay

The Supplemental Assignment Pay program is intended to provide an incentive for City employees to increase their technical skills in a specific field related to their assigned job classification and to prepare them for advancement when the opportunity arises.

Request for supplemental pay shall be made in writing to the Department Director via the employee's immediate supervisor.

Employees are required to provide copies of their certification and maintain current certification status. If any section/category of the certification is not current, the employee will not be entitled to supplemental pay. The status of certifications is to be reviewed annually.

Supplemental pay will become effective on the first day of the pay period following verification of the Certificate by the City Manager or his/her designee.

Supplemental/Education/Certification Pay is offered in the following categories:

1. Class A California Driver's License ($145.00 per month)

   - Employees in the classification of; Lead Public Works Maintenance Worker; Street Maintenance Worker I or II; Groundskeeper/Gardener I or II who possess a valid Class A California driver's, and are designated by their department to operate a vehicle(s) requiring a Class A California driver's license shall receive supplemental assignment pay at the rate of $145 per month.

- The City agrees to reimburse employees for the cost incurred from successful completion of the California Department of Motor Vehicles (DMV), Class A California driver's license testing and renewal process.

2. International Society of Arboriculture, Certified Arborist ($100 per month)

- Employees in the classification of Lead Public Works Maintenance Worker – Parks or Groundskeeper/Gardener I or II who possess an International Society of Arboricultural, Certified Arborist certificate shall receive supplemental assignment pay at the rate of $100.00 per month.

- The City agrees to reimburse employees for the cost incurred from successful completion of the Certified Arborists Certification testing and renewal process.

3. Certified Irrigation Technician ($100.00 per month)

- Employees in the classification of Lead Public Works Maintenance Worker – Parks or Groundskeeper/Gardener I or II who possess an Irrigation Technician Certificate (CIT) from the Irrigation Association shall receive supplemental assignment pay at the rate of $100.00 per month.

- The City agrees to reimburse employees for the cost incurred from successful completion of the Irrigation Technician Certification testing and renewal process.

4. Qualified Applicators Certification (QAC) ($100.00 per month)

- Employees in the classification of Groundskeeper/Gardener I, Groundskeeper/ Gardener II or Lead Public Works Maintenance Worker - Parks who possess a Qualified Applicators Certification (QAC) in category B – Landscape Maintenance AND C – Right-of-Way from the State of California, Department of Pesticides Regulation shall receive supplemental assignment pay at the rate of $100.00 per month.

- The City agrees to reimburse employees for the cost incurred from successful completion of the Qualified Applicators Certification (QAC) testing and renewal process.

5. Certified Playground Safety Inspector ($100 per month)

- Employees in the classification of Building Maintenance Worker I, Building Maintenance Worker II or Lead Public Works Maintenance Worker – Building Maintenance who possess a National Recreation and Park Association Certified

Playground Safety Certificate shall be entitled to supplemental assignment pay at the rate of $100.00 per month.

- The City agrees to pay for all costs associated with testing and renewal of the National Recreation and Park Association Certified Playground Certificate.

6. San Mateo County Sheriff's Office, Civilian Work Supervisor, Sheriff's Work Program ($100 per month)

- Employees in the classifications of Lead Public Works Maintenance Worker – Parks or Groundskeeper/Gardener I or II who possess a San Mateo County Sheriff's Office, Civilian Work Supervisor, Sheriff's Work Program card are entitled to receive supplemental assignment pay at the rate of $100.00 per month.

- The City agrees to pay for all cost associates with obtaining a San Mateo County Sheriff's Office, Civilian Work Supervisor, Sheriff's Work Program card.

7. California State Fire Mechanic Association Level I Certification ($100 per month)

- Employees in the classification of Chief Mechanic and Mechanic who possess a California State Fire Mechanic Association Level I Certificate are entitled to supplemental assignment pay at a rate of $100.00 per month.

- The City agrees to reimburse employees for the testing and renewal fees incurred from successful completion of the California State Fire Mechanic Association Level I Certification.

8. Safe Food Handling Certification ($50.00 per month)

- Employees in the classification of Senior Recreation Program Supervisor, Recreation Program Supervisor or Recreation Coordinator who possess a ServSafe Management Certification are entitled to a supplemental assignment pay of $50.00 per month.

The City agrees to reimburse employees for the testing and renewal fees incurred from successful completion of the ServSafe Management Certification.

- Employees in the classifications of Street Maintenance Worker I/II and Lead Public Works Maintenance Worker (Streets) will be eligible for certification/educational pay for possession of California Water Environment Association Certificate (CWEA) as follows:

Classification Street Maintenance Worker I/II Lead Public Works Maintenance Worker (Streets)	Grade	Effective Dec. 1, 2017 - 16% max
CWEA	1	4%
	2	4%
	3	4%
	4	4%

The City agrees to reimburse employees for the cost incurred from successful completion of the California Water Environment Association certificate testing and renewal process.

The CWEA Certification/Educational Incentive pay shall compound from one certificate grade to the next.

9. Street Sweeper Operator (6%)

Employees in the classification of Street Maintenance Worker II who are assigned to operate the mechanical street sweeper will receive a 6% supplemental temporary assignment pay while performing street sweeper duties.

Employees assigned to operate the mechanical street sweeper shall receive a 6% supplemental temporary assignment pay for a minimum of 8 hours.

10. Bilingual Pay ($100 per month)

Effective January 2016 bilingual pay will be $100 per month to those affected employees who become certified eligible for such pay. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification.

ARTICLE VII – BENEFITS

The City will contribute toward the City sponsored benefit plans during the life of this Memorandum of Understanding as follows:

A. Medical Insurance Benefits

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits.

The City's monthly contribution to CalPERS for each eligible active employee for the purchase of medical insurance will be:

Employee Only	up to $769.50
Employee +1	up to $721.54
Employee + Family	up to $948.13

B. Cafeteria Plan Allowance

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all active employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City will provide each eligible active employee with a monthly Cafeteria Plan Allowance for the purpose of participation in Section 125 Cafeteria Flexible Benefits Health and Welfare Plan. The City's monthly contribution will be:

No Coverage:	$335.00
Employee Only:	$162.39
Employee + 1:	$524.86
Employee + Family:	$581.70

The City will increase the monthly cafeteria allowance by $100.00 per month for all members enrolled in a City medical plan effective December 1, 2017. Employees who take cash in lieu of benefits shall be entitled to apply this amount to deferred compensation or take it in cash. Effective December 1, 2017 the monthly cafeteria allowance shall be:

No Coverage:	$335.00
Employee Only:	$262.39
Employee + 1:	$624.86
Employee + Family:	$681.70

Effective December 1, 2018, the City will increase the monthly cafeteria allowance $50.00 per month for all members enrolled in a City medical plan.

No Coverage:	$335.00
Employee Only:	$312.39
Employee + 1:	$674.86
Employee + Family:	$731.70

An additional $150.00/month increase to cafeteria allowance will be provided for those employees enrolled in employee+1 and employee + family City medical for the period of time beginning March 01, 2018 through the ratification of a new contract or three (3) months after the expiration of our contract, whichever comes first.

From the Wage Supplement Dollars, employees must purchase the following qualified benefits:

- City-sponsored dental/orthodontic insurance ($2,500 annual dental maximum/$2,500 lifetime orthodontia maximum)
- City-sponsored life insurance ($50,000)

In the event the premium for the benefits selected by the employee exceed the City's contribution indicated above, the employee will pay the remaining balance through payroll deductions.

From the Cafeteria Plan Allowance, active employees may purchase the following qualified benefits:

- City-sponsored Medical Insurance through the PERS Health Benefits Administration

Employees who opt out of participating in the group medical plans sponsored by the City, and who provide proof of other medical coverage in a group plan, will receive a monthly Cafeteria Plan Allowance of $335.00

Remaining amounts of the Cafeteria Plan Allowance, if any, not used to purchase qualified benefits shall be added to employee wages. Any such amount of Cafeteria Plan Allowance and/or the amount paid in lieu of Medical Benefits and added to wages are not compensation for retirement purposes as defined by the California Public Employees Retirement System.

C. State Disability Insurance: If during the term of this agreement the bargaining unit elects the State Disability Plan; the City will contract with the State of California to provide for the State Disability Insurance Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contributions and there shall be no contributions by the City toward State Disability Insurance.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick benefit allowances shall be paid separately, but in the event State Disability Insurance payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with State Disability Insurance payments is to be automatic; the City may not waive integration, and any employee entitled to State Disability Insurance payments must apply therefore (in order that the principle of integration may be applied) before sick benefits are payable.

The City will coordinate this benefit with sick leave, vacation and compensatory time.

D. Long Term Disability: The City agrees to continue to provide a Long Term Disability plan to provide sixty-six and two-thirds percent (66-2/3's %) of salary to a maximum of $4,000 per month after a 60 day waiting period and exhaustion of accumulated sick leave

E. Vision Reimbursement Program: Effective May 12, 2008, and each calendar year thereafter, employees and their dependents are eligible for a maximum reimbursement of $150.00 per year for frames or lenses. The reimbursement may be requested every 12 months by completing a reimbursement request form.

F. Section 125: During the term of this agreement, Section 125 of the Internal Revenue Code provisions shall continue to be made available to affected employees.

G. Tool Replacement Allowance: Effective January 2016, the City will provide for Tool Replacement Allowance, not to exceed $750.00 per employee per year to reimburse employees covered by this MOU who work in the City Garage for replacement of lost or broken tools normally used in the City Garage or for purchase of specialty tools required for vehicle maintenance or repair. Reimbursement shall be made only upon presentation of receipt and request for purchase that must be approved by the Public Works Maintenance Supervisor in writing prior to purchase if claim against the City is to be made. Claims may be made against the Tool Replacement Allowance fund by any or all of the City Garage employees covered by this MOU. Any unexpended amounts as of June 30th of any given year will not be carried over to the following year.

H. Retirement

Pursuant to the Public Employees' Retirement System (PERS) contract with the City of Daly City, the following provisions are provided for affected employees:

Classic employees: For classic employees as defined by defined by Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 the contract with the Public Employees' Retirement System will provide the following:

- Section 21354.3 - 3% @ Age 60 Formula
- Section 20042 - One-Year Final Compensation
- Section 21335 - Annual Cost-Of-Living Allowance Increase (3%)
- Section 20965 - Credit for Unused Sick Leave
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21573 - 1959 Survivor Benefit – Third Level
- Section 21620 - $500 Retired Death Benefit
- Section 21024 – Military Service Credit as Public Service

New Employees: For new employees hired on or after January 1, 2013, as defined by California Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 (PEPRA) the contract with the Public Employees' Retirement System will provide the following:

- Section 7522.2 - 2% @ Age 62 Formula
- Section 20037 - Three-Year Average Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 20965 – Credit for Unused Sick Leave
- Section 21573 - 1959 Survivor Benefit Level 3 for affected employee
- Section 21024 – Military Service Credit as Public Service
- Section 21620 - $500 Retired Death Benefit

I. Retirement Health

The City's contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA. The City's monthly contribution to qualifying annuitants is:

EE	up to $ $769.50
EE + 1	up to $ $721.54
Family	up to $ $948.56

This amount will be increased in subsequent years, pursuant to Government Code section 22892(c).

J. Retirement Health Savings Plan

The Internal Revenue Code mandates that each bargaining unit member must participate at the same contribution level. During this agreement the Union may elect to hold an election for the purpose of choosing this option. The City shall honor the results of that election.

K. Education Expense

The City agrees that an employee may be reimbursed for educational expenses with prior Department Head approval and with proof of successful completion of the course.

L. Deferred Compensation
A deferred compensation plan shall be offered to City employees covered by this MOU. The plan is to be administered outside of the City at no cost to the City. City will make payroll deductions and transmit funds to administrator.

ARTICLE VIII – CLOTHING – UNIFORMS

A. Uniforms, Shoes, Coveralls and Jackets

1. Those employees currently required to wear uniforms shall continue to be required to wear uniforms during the employee's work hours.

2. Employees in the following classifications shall be required to wear uniforms as noted:
   a. Recreation Coordinator (shirt/jacket)
   b. Building Inspector (jacket)
   c. Lead Meter Reader (jacket)
   d. Engineer I (jacket)
   e. Recreation Program Supervisor (shirt/jacket)

3. Employees required to wear uniform shirts and/or pants will be provided with ten sets (i.e., 5 sets per week, laundered). Under unusual circumstances an employee may request, through his/her supervisor, the issuance of an additional uniform.

4. Employees regularly assigned to outdoor work shall be provided with two jackets (i.e., one jacket per week, laundered).

5. Effective January 2016, the City shall reimburse employees in the following classifications up to $350.00 as needed for the purchase and/or repair and maintenance of safety footwear (including socks, boot laces and inserts). The employee shall make the selection of an appropriate type of footwear, subject to the advance approval of the Department Head. Employees receiving reimbursement under this provision shall be required to wear the approved footwear at all times while on duty.

   a) Building Inspector
   b) Building Maintenance Worker I/II
   c) Chief Mechanic
   d) Certified Tree Worker
   e) Custodian
   f) Engineer I
   g) Groundskeeper/Gardener I/II
   h) Junior Engineering Technician
   i) Lead Meter Reader

j) Lead Public Works Maintenance Worker
k) Mechanic
l) Meter Reader
m) Public Works Inspector
n) Senior Custodian
o) Street Maintenance Worker I/II
p) Street Sweeper Operator
q) Traffic Signal Street Light Technician
r) Utility Maintenance Worker

6. The City shall continue to provide coveralls to employees in the following classifications:

   a) Building Maintenance Worker I/II
   b) Groundskeeper/Gardener I/II
   c) Lead Public Works Maintenance Worker
   d) Mechanic
   e) Senior Building Inspector
   f) Street Maintenance Worker I/II
   g) Street Sweeper Operator
   h) Utility Maintenance Worker
   i) Junior Engineering Technician

   In addition to coveralls, the City agrees to provide pants, shirts and jackets to affected employees in the Motor Vehicle Division. Employees receiving the above shall be required to wear them at all times while on duty.

7. Damaged Clothing Reimbursement

   A pool will be established up to a maximum of $150.00 per year for employees in the position classifications of Engineering Technician, Senior Engineering Technician, and, Building Inspector for reimbursement to employee for clothing damaged in the line of duty and replaced by the employee subject to the approval of the employee's department head. The $150.00 clothing reimbursement pool will not carry over from one fiscal year to the next fiscal year.

   Preliminary application for the clothing replacement will include estimated replacement cost to be accompanied by a report to the employee's department head as to how and where the damage occurred. This report will be evaluated and accepted or rejected as to merit by the department head, whose recommendation will be submitted to the City Manager for final action and authorizations of payment, if appropriate. Reimbursement will be made only upon presentation of a receipt for the purchased clothing. Clothing subject to reimbursement will be limited to trousers, shirts, skirts or blouses.

8. PERS Reporting of Uniform and Maintenance of Uniforms

A. For classic members as defined by CalPERS the monetary value reported to PERS as taxable income for the purchase and maintenance of uniforms shall be based on the total the cost of uniforms and maintenance divided by the number of employees that use these uniforms. The classifications below shall receive uniforms as determined by the Department.

B. For new members as defined by CalPERS as of January 1, 2013, the monetary value of uniforms and maintenance of uniforms will be treated in accordance with Public Employees Pension Reform Act (PEPRA).

For classic members as defined by CalPERS in the 2013 calendar year the City will report the following values towards Uniform Allowance each pay period:

AFSCME Classification	2013 PERS Clothing Contributions
Recreation Coordinator (Assistant Recreation Program Coordinator)*	$15.20
Building Inspector	$8.51
Building Maintenance Worker I1II	$7.68
Building Permit Technician	$8.51
Certified Tree Worker	$14.21
Chief Mechanic	$24.16
Custodian	$7.68
Groundskeeper/Gardener I/II	$14.21
Lead Groundskeeper/Gardener	$14.21
Lead Meter Reader	$11.34
Lead Street Maintenance Worker	$21.96
Mechanic	$24.16
Meter Reader	$11.34
Recreation Program Supervisor (Recreation Program Coordinator)*	$15.20
Senior Recreation Program Supervisor (Recreation Supervisor)*	$15.20
Senior Building Inspector	$8.51
Senior Building Maintenance Worker	$7.68
Senior Custodian	$7.68
Street Maintenance Worker I/II	$21.96
Street Sweeper Operator	$21.96
Traffic Signal Street Light Technician	$10.72
Utility Maintenance Worker (Parks)	$14.21

* The following classifications are responsible for the laundering of their uniforms:

- Recreation Coordinator
- Recreation Program Supervisor
- Senior Recreation Program Supervisor

ARTICLE IX – ADVANCE NOTICE

Except in cases of emergency, the Union shall be given reasonable written notice of any proposed ordinance, resolution change to the *Rules and Regulations of the Classified Service* or proposed job specification modifications directly relating to matters within the scope of representation. Such written notice shall be provided by mail to the Union address. When requested, the Union shall be afforded the opportunity to meet and confer with the City on such matters.

ARTICLE X – HEALTH AND SAFETY

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or wellbeing.

B. It is the responsibility of each employee to report unsafe or physically hazardous conditions to the immediate supervisor. Such reports shall be submitted in writing, if possible, under the circumstances.

C. Upon receipt of such a report, the supervisor shall take whatever steps may be appropriate or required for the City to meet its obligation to comply with federal, state, or local standards, including safety measures rendering protection from bodily harm.

D. The parties recognize the need to work cooperatively in correcting unsafe conditions.

E. The City shall provide safety equipment to unit members where required by law.

F. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973. Enforcement and rule-making authority is lodged with the Department of Industrial Safety. The Department of Industrial Safety has jurisdiction for inspection and enforcement of standards; therefore, any disputes arising relating to employee safety will be exempted from the grievance procedure.

G. No employee shall be discriminated against as a result of reporting any condition to be a violation of this Article.

H. City agrees to provide appropriate immunizations and release time to receive the immunization to all employees required to work on sanitation vehicles. Immunizations shall be provided at a location designated by the City (i.e., County Health facility). The City's physician shall make the determination as to what immunizations are appropriate.

ARTICLE XI – HOURS OF WORK, PREMIUM PAY AND OVERTIME

A. Alternate Work Schedules
The City agrees to continue to provide alternate work schedules during the term of this agreement for affected employees. Such program shall be reviewed and evaluated by the department head at least every six (6) months to determine continuation or necessary changes. Evaluation shall include discussions with affected employee(s) and Union.

B. Rest Breaks
The intent of the *Rules and Regulations of the Classified Service*, Rule XVIII, Standards of Employment, Section 2, regarding the observance of rest breaks is that it be practically applied and that employees who may need to use restroom facilities at a time other than their 15-minute break may do so without having time deducted from their regular 15-minute breaks.

C. Overtime
The intent of Rule XVI of the *Rules and Regulations of the Classified Service*, Salaries and Overtime is to describe certain terms and conditions relevant to overtime.

a. Overtime is not authorized to be worked unless prior approval has been granted by the Department Head. Once overtime has been authorized, the overtime work shall be recorded in hours and tenths of hours for all work completed following the regular hours of work. The minimum time recorded shall be one-tenth of an hour.

b. Overtime pay or compensating time off shall be granted under the following conditions:

i. When an employee is called back to work on a regular non-work day, the employee shall be granted overtime pay or compensating time off for the time worked.

ii. Employees working in excess of their regular workday shall be granted overtime pay or compensating time off for the time worked.

iii. Employees eligible for overtime will be paid at the rate of time and one-half for time worked over the employee's regular working day.

D. Call-Back Minimum
Whenever an affected employee is called back to work for less than two (2) hours, the employee shall receive a minimum of two (2) hours at the rate of time and one-half.

E. Holiday Call-Back Minimum
However, when an affected employee is called back to work on a City-celebrated holiday, the callback minimum will be four(4) hours at the rate of time and one-half, effective July 1, 2007. Effective July 1, 2009 the daily reimbursement rate shall be $50.00.

F. Limited Duty
Refer to City's modified duty policy

ARTICLE XII – HOLIDAYS

A. With the exception of those classifications cited in B. below, affected regular full-time employees shall be entitled to take the following observed holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status on both their regularly scheduled workdays immediately preceding and following the holiday:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Birthday	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	Christmas Eve (last 4 hours of shift)
Independence Day	Christmas Day
Labor Day	New Year's Eve (last 4 hours of shift)

Affected employees shall receive the last four hours of shift for Christmas Eve and New Year's Eve on the last regularly scheduled workday preceding the day observed as a Legal holiday for Christmas Day and New Year's Day.

B. Two Hour Personal Leave
The City will provide affected employees two hours of personal leave to be taken at any time during the calendar year that is agreeable to the employee and the employee's department head in lieu of the employee taking two hours of holiday time off on the Friday before Easter. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

ARTICLE XIII – VACATION

Affected classifications shall be eligible to accrue paid leave as vacation at a rate in accordance with the following schedule:

Completed Years of Employment	Vacation Schedule
1 through 4	13 days
5 through 12	18 days
13 through 20	23 days
21 or more	28 days

ARTICLE XIV – LAYOFF AND REINSTATEMENT

A. Decision to Layoff

1. The City Council may eliminate or reduce any position and lay off any employee because of lack of appropriate funds, curtailment or lack of work.

2. The City Manager, or designee, shall be responsible for carrying out the layoff.

B. Notice

1. Layoff shall take effect thirty (30) days after the employee is in receipt of a notice in writing of the proposed layoff action.

C. Order of Layoff

1. Layoff shall be made on the basis of seniority within the employee's job classification within the employee's department, and the employee's seniority within the Classified Service of the City, providing that no full-time permanent employee shall be laid off while another employee is working in the same Department with the same job classification or lower classification in the same job family on a part-time, temporary, hourly and/ or seasonal basis. The Director of Human Resources shall make the determination of whether a position is within the same job family for the purposes of bumping, and shall provide the Union with the opportunity to meet and discuss this determination with the Director of HR prior to a final decision being made. The determination of whether a position is in the same job family shall be within the sole discretion of the Director of Human Resources.

2. Within each class, employees will be laid off in the following order, seasonal, hourly, temporary, probationary, part-time and regular. However, no full-time permanent employee shall be laid off while another employee is working in the same job classification on a part-time temporary, hourly or seasonal basis.

3. In cases where there are two or more employees in the classification in the department from which the layoff is to be made who have the same seniority date, such employees will be laid off on the basis of the last evaluation rating in the class, providing such rating has been on file at least thirty (30) days and no more than twelve (12) months prior to lay off, as follows: First, all employees having ratings of "improvement needed;" second, all employees having ratings of "competent;" third, all employees having ratings of "outstanding."

D. Rights After Layoff

1. An employee who has been laid off may be reinstated within 24 months of the date of his/her lay off to the position from which the employee was separated, or to any other position to which the employee would have been eligible to transfer.

2. Reinstatement will be based on seniority score. Seniority score, for the purpose of this Section, shall be computed on the basis of one point for each completed month of full-time service in the Classified Service of the City. The City shall maintain a list of employees and seniority scores for purposes of determining reinstatement.

3. If an employee is offered a vacant position and reinstated within 24 months he or she will be able to have years of service for seniority and vacation accrual rates reinstated.

4. If an employee is offered a vacant position within 24 months and declines, he or she will be removed from consideration or reinstatement.

E. Demotion or Transfer In Lieu of Layoff

1. An employee who is to be laid off may elect to accept transfer or demotion in lieu of layoff, providing there is a vacancy or the employee has more seniority than the lowest person in the classification to which the employee is eligible to be transferred or demoted. An employee being laid off may transfer or accept a demotion to either:

    a. A job classification on the same or lower salary level in which the employee has previously had probationary or permanent status; or

    b. A lower job classification in the same line of work as the classification from which the employee is being laid off.

2. An employee who is transferred or demoted to another position in lieu of lay off shall receive the maximum salary step for the classification the employee is transferring to providing the salary is not greater than that which was received by the employee prior to transfer or demotion.

3. An employee who is being laid off, transferred or demoted shall have the right to appeal in writing to the Personnel Board within 10 working days from the date of receipt of such notice.

4. To be effective, a reinstatement must have the approval of the City Manager and the Board.

5. Temporary appointments shall not constitute a reinstatement and shall not stop the duration period for permanent appointment.

6. All rights acquired by a permanent employee who has been separated shall be restored except for such accrued vacation or sick leave time for which the employee has already been paid.

ARTICLE XV – TYPE OF LEAVE

A. Sick Leave

Sick leave shall not be considered as a right which may be used at the employee's discretion but a privilege which shall be allowed only in case of necessity and actual personal sickness, disability, medical or dental treatment and, to care for eligible family members as cited below consistent with the City's policy on family sick leave.

1. Accrual Rates

   Full-time, regular and probationary employees shall accrue sick leave at the rate of twelve (12) working days per year.

2. Accrual Conditions

   Sick leave shall continue to accrue while an employee is on authorized paid leave including but not limited to vacation, sick, compensatory, or on-the-job connected injury leave.

3. Notification

   On taking sick leave time, the employee shall notify the Department Head either prior to or within one-half (1/2) hour after the time set for beginning daily duties, or the time specified by the Department Head.

4. Requirement for Certification of Affidavit

   When an employee is absent more than five (5) working days, a physician's certificate or personal affidavit stating the cause of such absence shall be filed by the employee with the Department Head and placed in the employee's official Personnel File in the Human Resources Department. The submission of a doctor's certificate may be required in other individual cases where, in the opinion of the Department Head, substantial evidence exists that sick leave has been abused, and a prior warning has been given to the employee regarding the abuse of sick leave.

   The City shall revoke both pay and sick leave time involved if the employee has not, in fact, been sick or has engaged in private or other public work while on sick leave.

5. Sick Leave Accrual Pay Out

   Any bargaining unit employee having accumulated unused Sick Leave credit who is separated from employment by retiring as set forth in the Public Employees' Retirement System contract or, for reason of death or abolishment of position, shall be paid fifty percent (50%) of said employee's daily rate of pay for each day of accumulated and unused Sick Leave credit as of the date of said retirement, death, or

abolishment of position. The sick leave maximum accrual of 200 days shall not apply to affected classifications. However, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position remains at a cash value not to exceed 100 days of pay.

B. Family Sick Leave

A maximum of 45 hours of Sick Leave in a calendar year for employees accruing 7.5 hours per month and 48 hours of Sick Leave in a calendar year for employees accruing 8 hours per month may be charged against a full-time, regular employee's personal Sick Leave accrual in order that she or he may care for a family member who is unexpectedly ill or has a medical emergency. These hours will not accrue from year to year.

An employee using such time may be required to submit documentation from a licensed healthcare provider or a personal affidavit stating the need for this use of Sick Leave.

"Family member" shall include an employee's husband/wife/live-in domestic partner, son/daughter (including adopted)/step-son/step-daughter, father/mother/adoptive father/ mother, father-in-law/mother-in-law, sibling grandfather/grandmother, or grandchild.

C. Pregnancy Disability Leave

1. Conditions

Eligible employees are entitled to up to four (4) months of Pregnancy Disability Leave for a personal disability because of pregnancy, childbirth, or related medical condition. The employee must expend accrued sick leave and may expend accrued vacation and compensatory time prior to going into an unpaid status during such leave.

2. Procedure for Request

Request for Pregnancy Disability Leave should be submitted in writing to the City Manager via the Department Head with as much advance notice as possible. Authorization for a Pregnancy Disability Leave of Absence will be subject to a licensed health care provider's certification, including the date the condition began, an estimated length of absence and medically related work restrictions, if applicable.

3. Conditions for Return

An employee returning from a Pregnancy Disability Leave will be restored to the same position as she left or to one with equivalent benefits, pay and other terms and conditions of employment unless, for legitimate business reasons, the position has been abolished. The Appointing Authority may require an employee returning after a Pregnancy Disability Leave to pass such medical examinations as deemed necessary to determine fitness to perform the essential functions of the position.

D. Family and Medical Care Leave

1. Definition and Conditions

Eligible employees are entitled to Family and Medical Care Leave of Absence of twelve weeks in a 12-month period. Entitlement to Personal Pregnancy Disability Leave is in addition to entitlement to Family and Medical Care Leave. Eligible employees are those with twelve (12) months of service who have at least 1250 hours of service during the previous 12-month period. The following are conditions under which an eligible employee will be entitled to Family and Medical Care Leave.

a. The employee is unable to perform the essential functions of his or her position because of an illness, injury, impairment, or physical or mental condition that involves either in-patient care at a hospital, hospice, or residential medical care facility, or continuing treatment by a licensed health care provider.

b. The employee must care for a biological, adopted, step, foster, or "in loco parentis" child during the first year of such child's status with the employee.

c. The employee must care for a spouse, domestic partner who resides with him or her, child or parent with a "serious health condition".

Leave of absence designated by the City as "Family and Medical Care Leave" will be on an unpaid status except if:

i. The leave is for the employee's own medical condition, the employee must expend accrued sick leave and may expend vacation and/or compensatory time prior to going into an unpaid status.

ii. The leave is for childcare during the first year or "family" care because of a serious health condition, the employee must expend accrued vacation and compensatory time prior to going into an unpaid status. The City Manager will consider exception to this requirement.

Request for Family and Medical Care Leave forms and additional information regarding conditions and procedures are available in the Human Resources Department.

E. <u>On-The-Job Injury Leave</u>

Affected employees disabled by injury or illness arising out of and in the course of duty, regardless of the period of service with the City, shall become entitled to a leave of absence in accordance with Rules and Regulations of the Classified Service Rule XVII Section 9 and Chapter 2.44 of the Daly City Municipal Code regarding temporary disability

SECTION 9 ON-THE-JOB-INJURY INJURIES LEAVE

(a) Conditions

Whenever any miscellaneous City employee who is not a temporary or recurrent employee is disabled by injury or illness arising out of and in the course of duty, the employee, regardless of the period of service with the City, shall become entitled to a leave of absence without loss of salary while so disabled in lieu of temporary disability payments under worker's compensation for a period not to exceed one year. Workers' Compensation Injury Leave as follows:

1. Up to 90 calendar days of Injury Leave, either consecutive or cumulative, while so disabled, in lieu of Temporary Disability, paid at 80% of the employee's total regular gross wages. In addition, the disabled employee shall receive any cafeteria or other City paid health care benefits to which s/he is entitled.

2. After the disabled employee has received Injury Leave at 80% of gross wages pursuant to section 1 above for a period of 90 calendar days, either consecutive or cumulative, if still disabled and eligible for Temporary Disability benefits as provided in the California Workers' Compensation Act, the employee shall be compensated at the appropriate State Temporary Disability rate. In order to continue full salary, accrued sick and vacation leave may be used to supplement temporary disability payments received under the California Workers' Compensation Act. In addition, the disabled employee shall receive any cafeteria or other City paid health care benefits to which s/he is entitled. Such compensation shall continue until the employee has received disability payments under this section and section 1 above for a maximum of 365 calendar days, either consecutive or cumulative. Such entitled The Injury Leave described in sections 1 and 2 above is "Family and Medical Care Leave" Qualifying. All temporary disability indemnity payments to which the employee is entitled during the referenced period, by virtue of the City's workers' compensation insurance, must be paid to the City.

3. If after receiving 365 calendar days of Injury Leave pay as provided above the employee remains eligible for Temporary Disability benefits as provided in the California Workers' Compensation Act, the employee shall be placed in an authorized leave without pay status and shall receive Temporary Disability benefits directly from the City's Workers' Compensation Claims Administrator or Insurer, at the State mandated rate.

F. Bereavement Leave

A maximum of five (5) working days bereavement leave may be taken for deaths occurring in the immediate family. Payment for time off will be subject to formal request to the City Manager by the employee who shall state in the request the relationship of the deceased.

For purposes of this section, a working day shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.

G. Jury Duty

Affected employees in the City who are called or required to serve as a trial juror shall be entitled to be absent from duty with the City during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the

employee remains in a paid status. However, the employee must turn over any daily Jury Duty stipend to the City. The City will return that part of the stipend that covers travel mileage reimbursement to the employee.

H. Military Leave

An employee may be absent on Military Leave as authorized in Section 395 through 395.8 of the *Military and Veterans Code of California*. The employee shall furnish to the City Manager satisfactory proof of orders to report for duty and of actual service pursuant to such orders. The employee shall be returned to the City Service thereafter as provided in said Code.

I. School Visitation Leave

All full-time, regular employees may use forty (40) hours per school year of existing vacation or earned compensatory time per child each school year to visit his or her kindergarten-through-twelfth-grade child's school. The City may request proof of the school visit.

J. Paid Release Time For Union Meetings

The City will provide up to two (2) hours of paid release time, when approved by the Director of Human Resources, to employees in the Library and Public Works Department (who perform custodial duties) if requested in writing to the Director of Human Resources at least 7 days in advance.

K. Other Authorized Leaves Without Pay

1. Conditions and Limitations

A Leave of Absence without Pay may be granted in cases of personal emergency or when such absence would not be contrary to the best interest of the City. To avoid misunderstanding, all requests for the authorizations of leave without pay must be in writing to be effective.

2. Procedure for Request

An employee who desires a Leave of Absence without Pay for three (3) days or less shall file a written request with the Department Head stating the employee's present position title, the beginning and ending dates of the requested leave, and a full statement of the reasons for such request. The Department Head may grant or deny such requests.

A request for a Leave of Absence without Pay for longer than three (3) days shall be made in writing to the City Manager via the Department Head in the same manner as described above.

Written requests should be submitted to the City Manager via the Department Head at least thirty (30) days prior to the requested start date of the leave. Written request for

an unanticipated leave without pay should be submitted within five (5) working days from learning of the need for the leave.

3. Continuation of Health Benefits
An employee on an authorized Leave of Absence without Pay may continue to participate in City-sponsored group health coverage by paying the full cost of the benefits. Information regarding procedures and options is available in the Human Resources Department. Retirement benefits are regulated by contract between the City and the Public Employees' Retirement System (PERS).

4. Accrual and Retirement Status
During any authorized Leave of Absence without Pay or portion of a Leave of Absence which is on unpaid status, an employee shall not continue to accrue vacation or sick credits. Accrual of and eligibility for retirement credits is governed by regulations of the California Public Employees' Retirement System.

L. Leave Donation Program Policy

Any employee who has exhausted all of his or her paid leave balances due to suffering a catastrophic illness, injury or condition, may request paid leave accrual donations from other employees. Such donations could allow a requesting employee to qualify for Long Term Disability status without appreciable loss of income and/or benefits. The conditions for requesting, receiving, and donating paid leave accruals to extend an eligible employee's paid leave status when suffering a catastrophic illness, injury or condition are described in the Leave Donation Program Policy.

M. Furlough Days

The City has the right to negotiate furloughs during the term of this Agreement. The City would be required to provide notice and an opportunity to negotiate furloughs. The City agrees to provide financial documents justifying the need for furloughs. Furloughs would be implemented either by agreement between the parties or upon completion of negotiations and the impasse procedures.

ARTICLE XVI – DISCIPLINARY ACTIONS

In accordance with the *Rules and Regulations of the Classified Service*, the City may impose disciplinary action on an employee. Employees may be suspended, demoted, or discharged for just cause. A regular, full-time employee who receives a suspension, demotion or discharge may appeal such action in accordance with the City's established practices as contained in the *Rules and Regulations of the Classified Service* and City of Daly City Municipal Code.

ARTICLE XVII – GRIEVANCE PROCEDURE

A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employee's relative to the application or

interpretation of the *Rules and Regulations of the Classified Service*, Departmental Rules and Regulations, Memorandum of Understanding, established policies and procedures of the City or department (whether written or oral) or, a dispute or disagreement as to the facts pertaining to a disciplinary matter.

The means, manner, method or merit of any service or activity provided by law or executive order; collective issues of salary, fringe benefits, or working condition subject to meeting and conferring; any disciplinary action shall not be a subject of the grievance procedure. All grievances shall be processed in accordance with the following procedure:

Step 1: No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Steward with the immediate supervisor within thirty (30) calendar days of the incident/event or direct knowledge of the incident/event. The employee and/or Steward will meet with the immediate supervisor in an attempt to settle the matter, and the immediate supervisor shall render a written decision within five (5) business days.

Step 2: If any such grievance or complaint is not settled by the procedure described above, it shall within five (5) business days be set forth in writing by the Union and submitted to the Division Head. Within ten (10) business days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward and the Division Head in an attempt to settle the matter. Within five (5) business days following such meeting, the employer shall give a written reply to the Union and aggrieved employee.

Step 3: If any such grievance or complaint is not settled by the procedure described above, it shall within ten (10) business days be set forth in writing by the Union and submitted to the Department Head. Within ten (10) business days thereafter, there shall be a meeting between the Union Steward and the Department Head in an attempt to settle the matter. Within five (5) business days following such meeting, the Employer shall give a written reply to the grievance.

Step 4: If any such grievance or complaint is not settled by the procedure described above, it shall within five (5) business days be set forth in writing by the Union and submitted to the City Manager. Within ten (10) business days thereafter, there shall be a meeting between the Union Business Agent, and the City Manager in an attempt to settle the matter. Within five (5) business days following such meeting, the Employer shall give a written reply to the Union.

Step 5: If any such grievance has not been settled by the procedure described above, the grievance may within five (5) business days be submitted to the Personnel Board, if eligible, as an appeal, or if both parties agree, the matter shall be submitted to fact finding.

Step 6: Within five (5) business days following such request, the Employer, the Union Steward and the Union Business Agent shall agree on a fact finder and arrange for the time and place of fact finding. In case of disagreement on a fact finder, application shall be made to the State Mediation and Conciliation Service. The Employer and the Union shall each pay one-half (1/2) of the costs of fact finding, including the fees of the fact finder and other expenses of the fact finding proceedings, but not including compensation or cost of representation, advocacy or witness for either party.

Step 7: Power of Fact Finder. The findings of the fact finder shall be submitted with a recommendation to the Personnel Board or the City Council for final action. The Personnel Board or the City Council shall act on the recommendation of the fact finder within thirty (30) days following submission of the recommendation.

Business Days as used in this article are defined as Monday through Friday and exclude holidays defined within this contract under Article XII.

At any time the time frames listed in this section may be extended on a case-by-case basis by written mutual agreement between the City and the Union.

ARTICLE XVIII – GENERAL PROVISIONS

A. Letters of Reprimand

Employees may request in writing to the Department Head with a copy to the Director of Human Resources that letters of reprimand which are Four (4) or more years old be removed from the employee's personnel file provided the following conditions are met:

- The Letter of Reprimand is more than 4 years old.
- The file does not contain subsequent letters of reprimand or records of disciplinary action.
- The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand.

B. Labor Management Committee

1. Immediately following the conclusion of labor negotiations the City and the Union will designate a subcommittee to meet and confer on changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed.

C. Direct Deposit

The parties agree that all new employees and all employees who are currently participating in direct deposit will be required to participate in mandatory direct deposit for payroll (including all compensation and vision reimbursements).

F. The City will review survey dental and vision plans within San Mateo County comparables.

G. The City will research the possibility to work with medical providers to provide on-site vaccinations, flu shots on an annual basis.

H. DMV Physical
For employees required to have a DMV physical that choose to use a registered provider other than the provider the City is contracted with employee will be reimbursed for the cost up to the City's contracted rate.

I. AB 119 (Employee Orientation Law)- The City shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least ten (10) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Paid release time shall be granted for stewards to participate in the new employee orientations. The Employer shall distribute at the new employee orientations a copy of this Agreement, the current salary schedule, a list of all job classifications represented by the Union, and the contact information of the Union representative. The Union may file grievances at step two of the grievance procedure for alleged violations of this agreement.

ARTICLE XIX – COOPERATION BETWEEN PARTIES

A. It is hereby agreed by the parties that this Memorandum of Understanding provides for the amicable adjustment of wages, hours and conditions of employment. Each party hereby gives full faith and recognition to the *Rules and Regulations of the Classified Service*, the City Code of the City of Daly City, and the laws of the State of California (including equal employment and fair employment statutes) and, shall respect the rights, obligations and privileges reserved to the other by such rules, regulations and laws. AFSCME, Local 829, agrees that during the term of the Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slow-downs, interruption of the normal conduct of the City's business, or any other job action by any of its members. The City agrees that during the term of this Memorandum of Understanding it will not engage in any lockout of its employees.

B. The Union agrees to jointly cooperate with the City in increasing communications between the employees and the supervisors, and to improve performance and productivity. The City

and the Union recognize the importance of employee involvement in the operations of the City.

ARTICLE XX – DURATION

A. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification of both parties.

B. The term of this Memorandum of Understanding shall be from December 1, 2017 through November 30, 2019.

ARTICLE XXI – SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Municipal Employees' Union, Local 829, Council 57, American Federation of State, County and Municipal Employees, AFL-CIO, for the period December 1, 2017 through November 30, 2019.

REPRESENTATIVES FOR THE CITY OF DALY CITY		REPRESENTATIVES FOR MUNICIPAL EMPLOYEES OF LOCAL 829, COUNCIL 57, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:	
	11/14/2018		9 Nov 2018
Leilani Ramos	Date	Michael Floyd	Date
			11/9/18
			Date
		Rick Medina	11/9/18
			Date
		Joshua Rees	11/9/18
			Date
			11-14-18
			Date
			11/21/18
			Date
			Date

APPENDIX A - AFSCME CLASSIFICATIONS

Building Inspector
Building Maintenance Worker I/II
Building Permit Technician
Certified Tree Worker
Chief Mechanic
Civil Engineer II
Custodian
Engineer I
Engineering Technician
Groundskeeper/Gardener I/II
Junior Engineering Technician
Lead Meter Reader
Lead Public Works Maintenance Worker
Lead Warehouse Clerk
Librarian I
Librarian II
Librarian III
Library Assistant I
Library Assistant II
Library Assistant III
Mechanic
Meter Reader
Public Works Inspector
Recreation Coordinator
Recreation Program Supervisor
Senior Recreation Program Supervisor
Senior Building Inspector
Senior Engineering Technician
Senior Custodian
Street Maintenance Worker I/II
Street Sweeper Operator
Traffic Signal/Street Light Technician
Utility Maintenance Worker

APPENDIX B - AFSCME, LOCAL 829 - SALARY SCHEDULE X

Effective December 1, 2017

Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
X 016		1747.96	1835.36	1927.12	2023.48	2124.65
A -	Recreation Coordinator					
X 017		1781.26	1870.33	1963.84	2062.03	2165.14
C -	Library Assistant I					
X 025		2053.07	2155.72	2263.51	2376.69	2495.52
A -	Building Maintenance Worker I					
A -	Custodian					
A -	Groundskeeper/Gardener I					
A -	Street Maintenance Worker I					
A -	Utility Maintenance Worker					
X 026		2086.38	2190.69	2300.23	2415.24	2536.00
C -	Library Assistant II					
X 027		2118.61	2224.54	2335.76	2452.55	2575.18
A -	Meter Reader					
A -	Parking Meter Service Worker/Stores Clerk					
X 029		2192.74	2302.37	2417.49	2538.37	2665.28
A -	Senior Custodian					
X 030		2231.41	2342.98	2460.13	2583.14	2712.30
A -	Building Maintenance Worker II					
A -	Groundskeeper/Gardener II					
A -	Street Maintenance Worker II					
X 032		2298.02	2412.92	2533.57	2660.25	2793.26
C -	Library Assistant III					
A -	Mechanic's Helper					
A -	Recreation Program Supervisor					
X 033		2330.25	2446.76	2569.10	2697.56	2832.44
A -	Building Permit Technician					

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
X 034	2361.41	2479.48	2603.45	2733.62	2870.31
A - Street Sweeper/Operator					
X 036	2437.69	2559.57	2687.55	2821.93	2963.02
A - Certified Tree Worker					
X037	2468.84	2592.28	2721.90	2857.99	3000.89
A - Lead Meter Reader					
X 039	2537.60	2664.48	2797.70	2937.59	3084.47
A - Equipment Operator/Project Lead					
A - Junior Engineering Technician					
A - Librarian I					
A - Mechanic					
X 044	2717.02	2852.87	2995.51	3145.29	3302.55
A - Engineering Technician					
A - Lead Groundskeeper/Gardener					
A - Lead Street Maintenance Worker					
A - Lead Public Works Maintenance Worker					
A - Senior Building Maintenance Worker					
X 046	2790.07	2929.57	3076.05	3229.86	3391.35
A - Librarian II					
X 049	2887.84	3032.23	3183.84	3343.03	3510.18
A - Senior Recreation Program Supervisor					
X 051	2949.07	3096.53	3251.35	3413.92	3584.62
A - Building Inspector					
A - Chief Mechanic					
A - Electrician					
A - Librarian III					
A - Traffic Signal/Street Light Technician					
X 052	2989.90	3139.39	3296.36	3461.18	3634.24
A - Engineer I					
A - Public Works Inspector					
A- Senior Engineering Technician					

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
X 062	3333.69	3500.37	3675.39	3859.16	4052.12
A - Civil Engineer II					
X 067	3500.21	3675.22	3858.98	4051.93	4254.53
A - Senior Building Inspector					

A= 40 hours/week

C= 37.5 hours/week

APPENDIX B-1 - AFSCME, LOCAL 829 - SALARY SCHEDULE X
Effective December 1, 2018

Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
X 016		1800.40	1890.42	1984.94	2084.18	2188.39
A -	Recreation Coordinator					
X 017		1834.70	1926.43	2022.76	2123.89	2230.09
C -	Library Assistant I					
X 025		2114.66	2220.40	2331.42	2447.99	2570.39
A -	Building Maintenance Worker I					
A -	Custodian					
A -	Groundskeeper/Gardener I					
A -	Street Maintenance Worker I					
A -	Utility Maintenance Worker					
X 026		2148.97	2256.42	2369.24	2487.70	2612.08
C -	Library Assistant II					
X 027		2182.16	2291.27	2405.84	2526.13	2652.43
A -	Meter Reader					
A -	Parking Meter Service Worker/Stores Clerk					
X 029		2258.52	2371.44	2490.02	2614.52	2745.24
A -	Senior Custodian					
X 030		2298.35	2413.27	2533.94	2660.63	2793.66
A -	Building Maintenance Worker II					
A -	Groundskeeper/Gardener II					
A -	Street Maintenance Worker II					
X 032		2366.96	2485.31	2609.58	2740.05	2877.06
C -	Library Assistant III					
A -	Mechanic's Helper					
A -	Recreation Program Supervisor					
X 033		2400.16	2520.17	2646.18	2778.48	2917.41
A -	Building Permit Technician					

Range	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
X 034	2432.25	2553.86	2681.56	2815.63	2956.42
A - Street Sweeper/Operator					
X 036	2510.82	2636.36	2768.18	2906.58	3051.91
A - Certified Tree Worker					
X037	2542.91	2670.05	2803.56	2943.73	3090.92
A - Lead Meter Reader					
X 039	2613.73	2744.41	2881.64	3025.72	3177.00
A - Equipment Operator/Project Lead					
A - Junior Engineering Technician					
A - Librarian I					
A - Mechanic					
X 044	2798.53	2938.45	3085.37	3239.64	3401.63
A - Engineering Technician					
A - Lead Groundskeeper/Gardener					
A - Lead Street Maintenance Worker					
A - Lead Public Works Maintenance Worker					
A - Senior Building Maintenance Worker					
X 046	2873.77	3017.46	3168.33	3326.75	3493.09
A - Librarian II					
X 049	2974.47	3123.19	3279.35	3443.32	3615.49
A - Senior Recreation Program Supervisor					
X 051	3037.55	3189.42	3348.89	3516.34	3692.16
A - Building Inspector					
A - Chief Mechanic					
A - Electrician					
A - Librarian III					
A - Traffic Signal/Street Light Technician					
X 052	3079.60	3233.58	3395.25	3565.02	3743.27
A - Engineer I					
A - Public Works Inspector					
A - Senior Engineering Technician					

Range		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
X 059		3386.34	3555.66	3733.44	3920.11	4116.12
	Lead Traffic Signal Street Light Technician					
X 062		3433.70	3605.38	3785.65	3974.94	4173.68
A -	Civil Engineer II					
X 067		3605.22	3785.48	3974.75	4173.49	4382.17
A -	Senior Building Inspector					

APPENDIX C - DISCIPLINARY APPEAL PROCEDURE

The City's disciplinary appeal procedure provides for an evidentiary hearing before the Personnel Board. The Board has the authority to make an **advisory recommendation** to the City Council. The City Council has final authority.

A. Personnel Board Appeal Hearing

1. If, within the five (5) day appeal period, the employee involved does not file an appeal, unless good cause for failure is shown, the action of the City Manager or Department Head shall be considered final and binding.

2. If, within the five (5) day appeal period the employee files an appeal as specified in the Letter of Disciplinary Action by sending a letter to the City Manager and copy to the Director of Human Resources, the City Manager shall instruct the Director of Human Resources to request the Personnel Board set an appeal hearing.

3. At its next regular or special meeting, the Personnel Board shall set a hearing date which shall not be more than sixty (60) days from the date of the filing of the employee's appeal. All interested parties shall be notified in writing of the date, time and place of the hearing at least ten (10) days prior to the date of the hearing.

4. All hearings shall be open unless the employee requests a closed hearing.

5. The Chairperson of the Personnel Board shall issue subpoenas at the request of either the City or the appealing employee prior to the commencement of the hearing. Subpoenas must be served at least twenty-four (24) hours prior to the time attendance is compelled.

6. The hearing need not be conducted according to technical rules relating to evidence and witnesses, <u>except hereinafter provided.</u> Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in its self to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

7. The Chairperson of the Personnel Board shall rule on the admission or exclusion of evidence.

8. Each party shall have these rights:

a. To be represented by legal counsel or other person of the party's choice
b. To call and examine witnesses
c. To introduce evidence
d. To cross examine opposing witnesses on any matter relevant to the issues
e. To impeach any witness regardless of which party first called the witness to testify
f. To rebut the evidence against them

9. Oral evidence shall be taken only under Oath.

10. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:
    a. The City shall be permitted to make an opening statement.
    b. The employee shall be permitted to make an opening statement.
    c. The City shall present its case in chief.
    d. The employee may then present a defense and offer evidence in support.
    e. The parties may then, in order respectively, offer rebutting evidence, unless the Chairperson of the Board for good reason permits them to offer evidence upon their original case
    f. Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.

11. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.

12. The Personnel Board shall render its "Findings, Recommendations and Conclusions" as soon as possible after the conclusion of the hearing and no later than ten (10) days after conducting the hearing unless otherwise stipulated by the parties. The Board's Decision shall set forth the recommendations as to each of the charges and the reasons therefore.

13. The Personnel Board may recommend to the City Council the sustaining or rejecting of any or all of the charges filed against the employee. The Board may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.

B. City Council Appeal Hearing

The decision of the Personnel Board is **advisory** only. The proposed decision shall be filed with City Council and served on the employee. If a suspension, dismissal or demotion is not sustained by the City Council, they shall set forth the recommended effective date the employee is to be reinstated, which may be any time on or after the date the disciplinary action went into effect. If the Council does not sustain or modifies a suspension, they shall

set forth the effective dates of the modification, which may be any time on or after the date the suspension went into effect.

The matter is set before City Council at the next scheduled meeting that falls more than five days from the filing of the proposed decision. The City Council hearing shall be open unless the employee requests a closed hearing. The hearing shall consist of summary arguments by the City's representative and the employee's representative.

The City Council may recess to Closed Session to deliberate after the presentation of the summary arguments. The City Council announces in Public Session its determination; it may affirm, deny, or modify the Personnel Board's recommendation. The determination of the City Council is final and binding.

APPENDIX D -PROCESS FOR RECLASSIFICATIONS

1- During November, December and January of each year, an employee may request once every thirty-six (36) months, a reevaluation of his/her job based on:

- significant changes in job content and/or
- significant discrepancies between job content and classification description, and/or
- a pay range that is significantly below labor market rates or below internal equity for the job title and/or responsibilities assigned.

The request must contain justification, and shall be made to Human Resources, who will acknowledge the request within ten (10) day of receipt.

2- Depending on the nature of the request and the information submitted, the job analysis may include such techniques as:

- Comparison of information supplied in the classification analysis to current job description
- Salary and job description survey of other cities that may have matching classifications
- Interview with incumbent, immediate supervisor, and/or department head
- Physical desk/job audit
- Analysis of similar classifications or positions in the City for equity purposes.

It is the City's expectation that the job analysis will be completed within 90 days. If the City is unable to complete the job analysis within this time frame, the Union will be contacted and provided an updated date of completion.

At the City's discretion, an outside consultant may be retained to complete the reclassification analysis and make a recommendation to the City.

3- If an employee does not agree with Human Resources' draft recommendation, they can request a meeting with Human Resources within ten (10) days of receiving the determination. The Human Resources Director will respond in writing with the final recommendation no later than ten (10) days after this meeting.

4- The final recommendation will be communicated via a memo with any supporting documentation from Human Resources to the City Manager. All recommendations are subject to the City Manager's approval. In addition to the City Manager's approval, reclassifications may be subject to approval by the Personnel Board and/or City Council.

Employees in the reclassification process may have a representative present at the meeting with Human Resources regarding the reclassification results.