

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY AND
ECONOMIC & COMMUNITY DEVELOPMENT PROFESSIONAL STAFF
ASSOCIATION
(ECDPSA)

October 1, 2017 - September 30, 2019

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 Economic and Community Development Professional Staff Association hereinafter (ASSOCIATION) (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 ASSOCIATION. The ASSOCIATION agrees to recommend to their constituents for their favorable consideration and vote, all of 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 of the adjustments as set forth herein be adopted in full by the City Council in the same manner and procedure prescribed by law.

ARTICLE I - SALARIES

- A. Effective October 7, 2017, the parties agree to a three percent (3%) cost of living increase for all bargaining members. (See Appendix B)
- B. Effective October 6, 2018 , the parties agree to a three percent (3%) cost of living increase for all bargaining members. (See Appendix B-1)
- C. Special Assignment Pay
 - 1. Bilingual Pay - The City agrees to provide one hundred dollars (\$100.00) per month bilingual pay to those affected employees who become certified and eligible for such pay. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification for such pay.
- D. City will continue to make available the Section IRC 414(h) option to affected members. Eligibility to participate and the irrevocable conditions of one-time-only election continue to be pursuant to the regulations as set forth by the Internal Revenue Service.

ARTICLE II - RETIREMENT

- A. 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 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 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 Members: For new members hired on or after the 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 7522.20 - 2% @ Age 62 Formula
- Section 20037 - Three-Year Average Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 20965 - Credit for Unused Sick Leave
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - 1959 Survivor Benefit – Third Level
- Section 21620 - \$500 Retired Death Benefit
- Section 21024 – Military Service Credit as Public Service
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1. Cost sharing - Effective October 8, 2016, bargaining unit employees shall pay point seven five percent (0.75%) towards the employer share of the PERS contribution.

- B. Retiree Medical

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

Employee	up to \$ 663.63
Employee + 1	up to \$ 663.63
Family	up to \$ 663.63

This amount will be increased in subsequent years, pursuant to Government Code section 22892 (c) until such time as the contribution for annuitants described under Article II (B) is equal to the contribution to employees described in Article III(A).

ARTICLE III – 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 \$663.63.

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 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 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 employee with a monthly Cafeteria Plan Allowance of \$521.37. The City will increase the monthly Cafeteria Plan Allowance by \$100.00 to \$621.37 per month to all members enrolled in a City health plan effective January 2018. The City will increase the monthly Cafeteria Plan Allowance by \$50.00 to \$671.37 to all members enrolled in a City health plan effective January 2019.

In the event an employee enrolls in a City healthcare plan for which the premium cost is less than the City contribution provided in Article III, Section A, any difference between the City's maximum monthly contribution to CalPERS under Article III, Section A and the actual premium cost will be added to the City's Cafeteria Plan Allowance stated above.

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

- City-sponsored Dental/Orthodontia Insurance

- City-sponsored Term Life Insurance in the amount of \$50,000

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

- City-sponsored Medical Insurance through the PERS Health Benefits Administration
- City-sponsored Long Term Disability Insurance

In the event that additional money is needed to pay for such insurance, the employee shall pay such additional amount through payroll deduction.

- C. 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 \$521.37. The amount of the contribution that would have been made to CalPERS under Section A will be added to wages.

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.

D. Flexible Spending Accounts

Employees may elect to designate salary reduction amount for these accounts as provided under IRS Sections 125, 105 and/or 129. Salary reduction amounts may not exceed those limits as set forth by the City or by applicable law.

- E. The City contract provides an annual calendar year dental benefit of \$1,500 and a lifetime orthodontia benefit of \$2,000.
- F. The City reserves the right at any time during the term of the agreement to make available medical, dental, life or LTD benefits under plans offered by alternate carriers or through a program of self-insurance, self-administration or claims through a third-party administrator, or a combination of the above. In the event the City wishes to exercise this option, alternate coverage shall be substantially equivalent to or greater than the coverage in effect on the date the City makes such an election, with consultation from the ECDPSA.
- G. 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.

ARTICLE IV - HOLIDAYS

- A. 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 (one-half day)
Independence Day	Christmas Day
Labor Day	New Year's Eve (one-half day)

- B. Affected employees shall receive the one-half day 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.

When Christmas Eve and New Year's Eve fall on Saturday or Sunday, the preceding Friday, December 23, and December 30, respectively shall be designated the Eve holiday.

When Christmas Day and New Year's Day fall on a Saturday, the preceding Friday shall be designated as the Christmas Day holiday (December 24) and New Year's Day holiday (December 31) respectively. The designated Eve holiday shall be Christmas Eve (December 23) and New Year's Eve (December 30) respectively.

- C. Holiday Closure

The City reserves the right to close City Hall operations between December 24th and December 31st. During City Hall closure, employees will have the option to use available accrued vacation, comp time, floating holidays or other applicable leave (not sick leave) or take unpaid time. If furlough days are implemented, per Article VII Furloughs, employees have option to use furlough days during holiday period, or schedule furlough days throughout remainder of the year.

- D. Two-Hour Personal Leave

The City will continue to 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. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

E. 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.” (The Rules and Regulations of the Classified Service, Rule 1, Definition of Terms, has been amended in the definition of Immediate Family for the purpose of Bereavement Leave to include live-in domestic partner.)

For the 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.

ARTICLE V - VACATION

Effective in the first pay period which began after July 1, 1994, affected classifications began accruing vacation at a rate reflecting three (3) additional days per scheduled year. This additional vacation accrual was in exchange for elimination of Admission Day, Columbus Day, and Birthday holidays. Affected ASSOCIATION classifications shall be eligible to accrue paid leave as vacation at a rate in accordance with the following schedule:

<u>Completed Employment Years</u>	<u>Vacation Schedule</u>
1 through 4	13 days
5 through 12	18 days
13 through 20	23 days
21 or more	28 days

ARTICLE VI - ALTERNATIVE WORK SCHEDULES

The City and ECDPSA agree to cooperatively discuss and, under direction of the department head with concurrence from the City Manager, may implement pilot programs on alternative work schedules for certain affected employees during the term of this agreement. Such programs shall be reviewed and evaluated by the department head at least every six months to determine continuation or necessary changes. Evaluation shall include discussion with affected employees.

ARTICLE VII – FURLOUGHS

The City reserves the right to implement up to 24 days per year of unpaid furloughs. In the event furloughs are implemented, the City will meet and confer on the furlough impacts and effects.

ARTICLE VIII – GENERAL PROVISIONS

- A. Mandatory Direct Deposit: All employees will participate in mandatory direct deposit for payroll (including all compensation and vision reimbursements).
- B. Personnel Rules: The parties agree to meet and confer over revisions to the City’s Personnel Rules and Regulations that fall within the scope of representation.

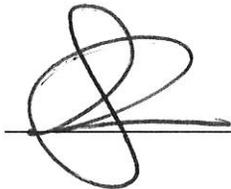
ARTICLE IX - DURATION

- A. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.
- B. The term of this Memorandum of Understanding shall be from October 1, 2017 through September 30, 2019.

ARTICLE X - SIGNATORIES

Signatories of this Memorandum of Understanding between the City of Daly City and the Economic & Community Development Professional Staff Association.

REPRESENTATIVES FOR THE CITY OF
DALY CITY:



REPRESENTATIVES FOR ECONOMIC &
COMMUNITY DEVELOPMENT
PROFESSIONAL STAFF ASSOCIATION:

5/23/18
Date

Penelope D. Ortiz

5/14/18

Date

APPENDIX A - CLASSIFICATIONS

ECONOMIC AND COMMUNITY DEVELOPMENT PROFESSIONAL STAFF ASSOCIATION (ECDPSA)

CLASSIFICATIONS

1. Assistant Planner
2. Associate Planner
3. Community Development Specialist I/II
4. Housing Coordinator

APPENDIX B - BIWEEKLY SALARY SCHEDULE

ECONOMIC AND COMMUNITY DEVELOPMENT
 PROFESSIONAL STAFF ASSOCIATION (ECDPSA)

Effective October 7, 2017

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>E 43</u> A - Community Development Specialist I	2633.65	2765.33	2903.60	3048.78	3201.22
<u>E 46</u>	2736.93	2873.78	3017.47	3168.34	3326.76
<u>E 48</u> A - Assistant Planner A - Community Development Specialist II	2807.27	2947.63	3095.01	3249.76	3412.25
<u>E 51</u>	2908.77	3054.21	3206.92	3367.26	3535.63
<u>E 54</u>	3014.72	3165.46	3323.73	3489.92	3664.41
<u>E 58</u>	3144.72	3301.95	3467.05	3640.40	3822.42
<u>E 60</u> A - Associate Planner A - Housing Coordinator	3218.61	3379.54	3548.52	3725.94	3912.24
<u>E 64</u>	3351.27	3518.84	3694.78	3879.52	4073.49

APPENDIX B-1 - BIWEEKLY SALARY SCHEDULE

**ECONOMIC AND COMMUNITY DEVELOPMENT
 PROFESSIONAL STAFF ASSOCIATION (ECDPSA)**

Effective October 6, 2018

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>E 43</u> A - Community Development Specialist I	2712.66	2848.29	2990.71	3140.24	3297.26
<u>E 46</u>	2819.04	2959.99	3107.99	3263.39	3426.56
<u>E 48</u> A - Assistant Planner A - Community Development Specialist II	2891.49	3036.06	3187.86	3347.26	3514.62
<u>E 51</u>	2996.03	3145.83	3303.13	3468.28	3641.70
<u>E 54</u>	3105.16	3260.42	3423.44	3594.61	3774.34
<u>E 58</u>	3239.06	3401.01	3571.06	3749.61	3937.09
<u>E 60</u> A - Associate Planner A - Housing Coordinator	3315.17	3480.93	3654.97	3837.72	4029.61
<u>E 64</u>	3451.81	3624.40	3805.62	3995.90	4195.70

APPENDIX C - 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
 - 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.