

COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING

July 1, 2019 through June 30, 2022

Between the City of Daly City

and

San Mateo County Firefighters Local 2400

The adjustment to wages, hours, and conditions of employment that are set forth in this Memorandum have been discussed by and between the staff representatives of the City of Daly City (hereinafter called "CITY"), and the representatives of the San Mateo County Firefighters Local 2400 (hereinafter called "FIRE DEPARTMENT EMPLOYEE REPRESENTATIVES"), and shall apply to all the employees of the CITY working in the classifications as follows:

Firefighter

Fire Engineer Operator

Fire Captain

The adjustments to wages, hours, and conditions of employment that are set forth in this Memorandum have been discussed in good faith and agreed upon between the staff representatives of the CITY and the FIRE DEPARTMENT EMPLOYEE REPRESENTATIVES. FIRE DEPARTMENT EMPLOYEE REPRESENTATIVES agree that its members have accepted and ratified all of the adjustments set forth herein and the staff representatives of the CITY agree to recommend acceptance and adoption by Resolution of the City Council to the effect that all adjustments as set forth herein be adopted in full by the City Council in the manner and procedure prescribed by law. The adjustments to salaries and fringe benefits listed herein are acceptable to both parties as attested to by the duly designated representatives who are signatories hereto.

**ARTICLE I. SALARIES**

A. Cost of Living Adjustments

- Effective in the first full pay period of July 2019, a 3% salary increase for all bargaining unit members.
- Effective in the first full pay period of July 2020, a 3% salary increase for all bargaining unit members.
- Effective in the first full pay period of July 2021, a 3% salary increase for all bargaining unit members.

B. Equity Adjustments

- Effective in the first full pay period of July 2019, all bargaining unit members shall receive a two percent (2%) equity adjustment.
- Effective in the first full pay period of July 2020, all bargaining unit members shall receive a two percent (2%) equity adjustment.
- Effective in the first full pay period of July 2021, all bargaining unit members shall receive a two percent (2%) equity adjustment.

### C. Acting Pay

A Fire Department Public Safety employee temporarily assigned the duties of a vacant position in excess of 3 Fire Department shifts, whether or not consecutive, shall then receive his/her permanent salary or the salary of the temporary assignment, whichever is greater.

A Fire Department Public Safety employee temporarily assigned the duties of another position, not vacant, in excess of 5 Fire Department shifts, whether or not consecutive, shall then receive his/her permanent salary or the salary of the temporary assignment, whichever is greater.

Fire personnel are required to qualify on a one-time-only basis for each classification assigned.

### D. Paramedic Assignment Program

#### 1. Paramedic Assignment Pay

Affected employees assigned by the Department as Paramedic shall receive Paramedic Assignment pay (Paramedics who elect not to participate in the Paramedic Assignment Program shall not receive paramedic assignment pay) as follows:

Effective July 13, 2019: 11% of top step of Firefighter Engineer salary

The Fire Chief may temporarily suspend Paramedic Assignment Pay if an employee is absent for more than thirty (30) consecutive calendar days for a non-industrial injury or illness, or a leave of absence excluding paid vacation leave. Upon return to work, an employee shall be returned to paramedic assignment status provided that the employee has maintained current paramedic certification during the period of absence.

Personnel who are assigned to the program must be available for assignment, however, may petition the Fire Chief to be removed from the program. No one assigned to the program may be released from his or her commitment unless a paramedic replacement is available. Possession of and maintenance of all licenses and certifications required of a paramedic must be maintained as a requirement for those personnel assigned to the Paramedic Program while the program is in effect. No paramedic-certified personnel may withhold provision of paramedic services regardless of whether assigned to the Program or not. Personnel assigned to the program who are subsequently promoted shall be released from the Paramedic Assignment Pay Program at the employee's option.

#### 2. Paramedic Program Eligibility

For Paramedic Assignment Pay, the City will utilize an assignment-basis program to staff the Paramedic Program. An assignment-basis program is defined as an established number of personnel delivering paramedic-certified medical services on an assigned basis by the Fire Department as opposed to delivery of EMT-1 medical services as required for affected classifications. It is understood that the term EMT certification shall be defined as being EMT-1 (intubation) and/or changes made within this certification shall be as approved by the State of California and County of San Mateo. The number of assignment opportunities will be determined by the City.

### 3. Paramedic Certification

It is the responsibility of the assigned paramedic to maintain current certification at all times as directed by the County of San Mateo Health Officer, State Medical Services Authority, and any other local, state or federal regulation.

The City shall reimburse paramedic-certified personnel for the State and County licensing and certification fees. Personnel who hold paramedic certification and are available for assignment shall receive reimbursement for costs of reissuance of paramedic license.

The City shall pay the costs related to continuing education which may be required for paramedic-certified personnel to maintain their paramedic certification. The Fire Department Training Division shall provide as much in-house training, continuing education, and other training as is financially and technically feasible.

While the City will make an effort to provide training during on-duty time, compensation and travel expenses will not be provided for any off-duty training attended by personnel seeking to obtain qualification, certification, and required continuing education to be a paramedic.

### 4. Staffing

The authorized staffing level for the City of Daly City Paramedic Program shall be the minimum as required to comply with the provisions established by the County-wide ALS-Paramedic JPA. All paramedics designated by the Daly City Fire Department shall receive Paramedic Assignment pay.

- a. It is agreed that every effort will be made by the Fire Department to have “new” paramedics ride along with experienced paramedics. If this cannot be accomplished, then two (2) new paramedics may be placed together for a training period at the discretion of the Fire Chief. Length of such training period shall be determined by the Fire Chief.

### 5. Vacation, Trades, Other Leave, Overtime

Personnel assigned to the Paramedic Program shall choose their annual vacation leave in accordance with established Fire Department procedures, provided that a certified paramedic is available to cover for the time off requested. However, only two assigned paramedics per shift shall be authorized to take vacation leave at a time.

Subject to approval by the Fire Chief, personnel assigned to paramedic duty may trade shifts with other paramedic personnel who hold the same classification provided the daily staffing for available paramedics is met. Maintaining daily staffing needs as a result of unscheduled absences will occur in the same manner to maintain paramedic levels.

In most cases of Overtime, there should not be a change in the way that the overtime rotation is presently administered. A potential exception would be if the need for overtime must be filled by a certified paramedic to meet staffing requirements. In those cases, the Fire Department will make the overtime available to the first eligible paramedic-certified employee. If a paramedic is called in on overtime to fill a non-paramedic position, such employee may be utilized as a paramedic should the need arise. If a paramedic-certified

employee who is not currently assigned to paramedic duty is utilized as a paramedic, such employee shall receive overtime compensation at an hourly rate reflective of the Paramedic Assignment Pay for the actual time assigned and working in a paramedic capacity.

a. FLSA work period

The FLSA work period is defined as twenty-four (24) days with an FLSA overtime threshold of 182 hours.

E. Paramedic Assistant Pay

Affected employees assigned by the Department as Paramedic Assistant shall receive Paramedic Assistant pay as follows:

Effective July 2019:	\$350.00 monthly
Effective July 2020:	\$400.00 monthly
Effective July 2021:	\$425.00 monthly

F. Scott Technician Pay

Employees who maintain current certification for Scott Air-Pak SCBA maintenance and overhaul and who are assigned by the department as Scott Technicians will receive \$300.00 monthly effective July 1, 2017, as educational incentive pay for maintaining the necessary certification.

G. 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 21363.1 3% at age 55 PERS Retirement Plan
- Section 20042 (One-year Final compensation)
- Section 21574 1959 Fourth Level Survivor Benefits
- Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit
- Section 21329 Cost of Living Allowance 2%
- Section 21024 Military Service Credit

- Section 21620 Retired Death Benefit \$500
- Section 21551 Death Benefit After Remarriage

New Employees: For new members 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 21363.1 – 2.7% at Age 57 Benefit Formula
  - Section 20037 - Three-Year Average Final Compensation
  - Section 21574 commonly known as 1959 Fourth Level Survivor Benefits for affected employees.
  - Effective July 2006, City to contract for Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit
  - Section 21329 Cost of Living Allowance 2%
  - Section 21024 Military Service Credit
  - Section 21620 Retired Death Benefit \$500
1. Cost sharing – Effective July 2, 2016, bargaining unit members shall pay point seven five percent (0.75%) towards the employer portion of the PERS contribution. Effective July 1, 2017, classic members shall contribute an additional one percent (1%) toward the employer's cost of CalPERS (1.75% total). Effective as soon as administratively feasible classic members shall pay an additional 1.25% towards the employer share of CalPERS retirement for a total of 12%.

### **ARTICLE III. WAGE SUPPLEMENTS**

#### **A. Medical Insurance Benefits**

The City's maximum monthly contribution for each eligible active employee shall be equal to the employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA.) For the 2012 calendar year the PEMHCA amounts are as follows:

Employee Only:	\$563.26
Employee Plus One:	\$563.26
Employee Plus Two or More:	\$563.26

#### **B. Cafeteria Plan Allowance**

During the term of the MOU, the City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing eligible active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical and dental insurance.

The City agrees to provide a Cafeteria Plan Allowance to all active employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article. The amount of this Cafeteria Plan Allowance shall be as follows less the amount of the city's contribution towards medical insurance set forth in paragraph A of this Article:

- No coverage \$1385.00 (flat rate for all employees)
- With coverage \$1485.00

Effective January 1, 2020 and each plan year after, the City shall contribute to the monthly Cafeteria Plan Allowance for eligible employees as follows:

- a. No Coverage/Waiving Coverage for employees hired on or after July 1, 2019: Cash in lieu shall be \$500 per month for all employees hired on or after ratification and approval of the new Agreement. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. An employee who waives coverage must provide proof of acceptable coverage in compliance with the law.
- b. No Coverage/Waiving Coverage for employees hired before July 1, 2019: Cash in lieu shall be reduced to \$1,090 in the first full pay period upon ratification and approval of the new Agreement. Effective July 2020 cash in lieu shall be reduced to \$830 and effective July 2021 and thereafter shall remain \$830. In the event that an employee in this group purchases health insurance from the City's Cafeteria Plan Allowance on or after January 1, 2020, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to \$500 per month.
- c. Employee Only: 100% of the employee only Kaiser Bay Area rate (The employee only contribution is frozen at \$1,485/month for employees hired before July 1, 2019 until it equals the employee only Kaiser rate for eligible employees.)
- d. Employee + 1: 95% of the Kaiser Bay Area rate. (The employee +1 contribution is frozen at \$1,485/month for employees hired before July 1, 2019 until it equals the employee +1 Kaiser Bay Area rate for eligible employees.) In the event that the Kaiser Bay Area rate increases 15% or more in any year the parties shall split the cost of the rate increase above 15% for the plan year.
- e. Employee plus family: 95% of the Kaiser Bay Area rate. In the event that the Kaiser Bay Area rate increases 15% or more in any year the parties shall split the cost of the rate increase above 15% for the plan year.

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

- City-sponsored Dental/Orthodontia Insurance (Dental benefits are \$1,500 per patient per calendar year and \$2,000 lifetime maximum orthodontics).

In addition, employees may purchase City-sponsored medical insurance from the amount. In the event that additional money is needed to pay for such insurance, the employee shall pay such additional amount through payroll deduction.

Cash in lieu Eligibility: Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the City knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. Employees and known dependents who do not provide the annual information required will be enrolled in the lowest cost health plan.

For employees hired prior to January 1, 2020, any remaining amounts of 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 added to wages is not compensation for retirement purposes as defined by the California Public Employees’ Retirement System. Cash back is eliminated for all bargaining unit employees hired on or after January 1, 2020.

C. Bilingual Pay

The City agrees to provide one hundred dollars (\$100.00) per month bilingual pay 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 of such pay.

D. Vision Reimbursement Program

Employees and their dependents are eligible for a maximum reimbursement of \$150.00 per year for frames or lenses. Effective January 2020, the maximum reimbursement shall increase to \$200.00 per year. The reimbursement may be requested every 12 months by completing a reimbursement request form.

E. Uniform Allowance

Effective in August 2019, increase uniform allowance to \$850. Uniform allowance is paid twice a year on February 1st and on August 1st.

F. Compensatory Time

Employees may elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify the Fire Chief or the Chief's designee of their intention to accrue compensatory time off or to receive overtime pay.

Compensatory time off shall be accrued at the overtime rate for actual authorized overtime hours worked by the employee (i.e. one and one-half (1-1/2) hours of compensatory time off for each one (1) hour of overtime worked).

Employees may not accrue a compensatory time off balance that exceeds seventy-two (72) hours. Once the maximum balance has been obtained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below seventy-two (72) hours, the employee may again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches seventy-two (72) hours.

Accrued compensatory time off may be carried over for use in the next fiscal year; however, as provided above, accrued compensatory time off balances may not exceed seventy-two (72) hours.

Requests for compensatory time off in excess of twenty-four (24) hours shall not be approved.

#### G. Holiday Pay

Fifty-six (56) hour workweek employees shall be compensated for working holidays each year through receipt of holiday-in-lieu pay. This compensation shall be seven and one-half percent (7.5%) of the employee's base salary plus supplemental educational incentive pay earned in the previous six-month period. Such compensation shall be paid in two installments. Payments for Holiday Pay shall be issued on June 1st and December 1st of each year at the agreed upon rate. If June 1st or December 1st falls on a Saturday or Sunday, the payments will be dated and issued on the preceding Friday.

Reporting of Holiday in Lieu Pay for retirement purposes shall conform to CalPERS regulations requiring reporting of Holiday in Lieu Pay allocated to each biweekly pay period.

56 hour Fire personnel will receive 7.5% holiday in lieu pay for the following holidays:

New Year's Day (January 1st)	Veteran's Day (Official City Holiday)
Martin Luther King Holiday	Thanksgiving Day
President's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Eve (December 24th - 4 hours)
Independence Day (July 4th)	Christmas Day (December 25th)
Labor Day	New Year's Eve (December 31st - 4 hours)

#### H. Vacation

1. City and Union agree that accrual of vacation time will be in conformance with Section 53250 of the Government Code of the State of California. Said amendment shall not be construed to modify vacation times provided in the Rules and Regulations of the Classified Service.
2. Affected employees accrue vacation as follows:
  - 12 hours per month accrue from initial employment date
  - 16 hours per month accrue after fourth (4th) anniversary date
  - 20 hours per month accrue after twelfth (12th) anniversary date

24 hours per month accrue after twentieth (20th) anniversary date

26 hours per month accrue after twenty-fourth (24th) anniversary date

#### I. Sick Leave

Effective January 1, 2006, the City agreed to allow bargaining unit members to receive "cash out" compensation for unused sick leave up to 58 shifts (in accordance with Rule XVII, Section 6(f) of the Rules and Regulations of the Classified Service). Sick leave cash out shall be eliminated for all employees hired on or after July 1, 2019.

Effective August 2008, there will be no sick leave accumulation cap.

#### Retiree Health Savings

Effective June 1, 2008, a retiring employee shall place 100% of eligible Sick Leave Cash Out (in accordance with Rule XVII, Section 6 of the Rules and Regulations of the Classified Service) into the City-sponsored Retiree Health Savings Account. This provision does not apply to employees hired on or after July 1, 2019.

- For all members of the bargaining group: Beginning October 1, 2019, all bargaining unit employees shall contribute \$100 per month to the ICMA retiree health savings account (or any account established under this section.)
- For Employees Hired on or after July 1, 2019, the City shall contribute \$50 per month to the ICMA retiree health savings account (or any account established under this section.)
- A retiring employee (defined as an employee who is retiring from the City and is taking a service or disability retirement from PERS) shall place 100% of vacation and comp time cash out into the ICMA retiree health savings account (or any account established under this section.)

### **ARTICLE IV. EDUCATIONAL/LONGEVITY PROGRAM**

The Longevity/Educational payment is based on the following two steps of two and one-half percent (2-1/2%) for each step:

#### A. First Step Longevity/Educational is achieved on the following basis:

1. Five years employment with the City of Daly City Fire Department, or
2. Three years employment with the Daly City Fire Department and completion of a 15-unit Fire Science Course from an accredited educational institution.

#### B. Second Step Longevity/Educational is achieved on the following basis:

Completion of a 30-unit Fire Science Program from an accredited educational institution. Documentation for completed units (12 units Fire Science, 3 electives, First Step; and 24 units, 6 electives, Second Step) shall be either a Certificate of Completion or a copy of the employee's transcripts showing completion of the units. The elective units completed must comply with the San Mateo Community College acceptable elective units in a Fire Science Program. An

Associate of Arts Degree in Fire Science shall be deemed to satisfy the requirements for the Second Step Educational Pay.

An employee starting work for Daly City, who meets the requirements for the Second Step Educational Pay, qualifies for the 2.5% incentive pay from date of hire.

**ARTICLE V. MODIFIED WORK (LIGHT DUTY) POLICY**

The Modified Work (Light Duty) policy and procedure is reflected in Appendix B.

**ARTICLE VI. GRIEVANCE PROCEDURE**

The Grievance Procedure is reflected in Appendix C.

**ARTICLE VII. SHIFT TRADE**

The Shift Trade policy is reflected in Appendix D.

**ARTICLE VIII. GENERAL PROVISIONS**

**A. Work Week**

The hourly workweek for affected classes is 56 hours per week.

**1. Fair Labor Standards Act and CalPERS Premium Pay Reporting**

Pay is provided at overtime rates for the ten hours worked in excess of 182 hours worked in each 24 day FLSA period in order to comply with the FLSA. For CalPERS reporting purposes, 182 hours per period is reported as compensation and ten hours per period is reported as Premium Pay. Any hours worked above 192 hours per 24 day period is considered overtime and will not be reported to CalPERS as compensation for retirement purposes.

**B. Fire Schedule**

The tour of duty for each employee assigned to fire suppression shall be 24 consecutive hours, commencing at 8:00 a.m. and ending at 8:00 a.m. the following day.

The fire suppression schedule shall be as follows:

XXOOOO

X = On Duty

O = Off Duty

C. Posting of Work Schedule

The City will post full schedule for each 84-day cycle not less than 24 days prior to the beginning of each cycle.

D. Common Mess

All members on duty in stations shall participate in the station mess together for the consumption of meals. Unless exempt for medical reasons, weight reducing, religious beliefs, or as otherwise exempted by the Fire Chief, it is mandatory that all members follow this Memorandum of Understanding provision and the Fire Chief's General Order.

The City shall not be responsible financially or otherwise, for the cost of any meal, or the preparation thereof, or for the collection of any funds, or for any other costs or activity undertaken in connection with the provisions of this section.

E. Deferred Compensation Plan

City will provide a deferred compensation plan effective January 1, 1978. The Plan will be administered outside the City at no cost to the City. City will make payroll deductions and transmit funds to the plan administrator.

F. Physical Fitness

To the extent possible, the City agrees to provide dedicated space at each fire station for the use by affected employees for physical fitness related activities as approved by the Fire Chief.

G. Mack Pumper

City agrees to permit affected employees to use the Mack Pumper for the following events:

1. Muscular Dystrophy Drive (Jerry Lewis)
2. California Firefighters Burn Relay (Alisa Ann Ruch, California Burn Foundation)

H. Composite Summary Memorandum of Understanding

City agrees to bring forward language from prior MOU's between Firefighters Union and the City into a Composite Summary MOU, subject to the following:

Language which provides for the City to recommend revisions to the Rules and Regulations of the Classified Service to the Personnel Board shall not be retained from year to year once the revision has been made.

Language which describes matters which are no longer current terms and conditions of employment shall not be included in the Composite Summary MOU.

Provisions which have subsequently been modified by agreement of the parties shall be set forth in its current form only.

I. 125h Options of the Internal Revenue Code

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

J. Service Level

In order to maintain the current service level to the community, it is the intent of the City to maintain a minimum staffing level of eighteen (18) for fire suppression services. The staffing level is related to methods and means of operations, financial position and related, critical issues.

K. Medical Premium Benefit for Future Retirees Hired Before July 1, 2019

For employees hired before July 1, 2019 who retire (defined as an employee who is retiring from the City and is taking a service or disability retirement from PERS) from the City with a PERS retirement benefit after May 1, 1995, the City will contribute \$125.00 per month toward medical premiums as a replacement for the amount of the current retirement contribution paid by the City to existing retirees. Employees who separate from service without exercising a PERS retirement benefit at the time of separation are not entitled to this benefit nor will they be entitled to claim this benefit upon subsequent retirement.

For employees hired prior to July 1, 2019, the City's contribution to retiree medical will be the minimum amount required under Gov. Code 22892 (b) and per the PEMHCA resolution. Retirees are not eligible to receive any Cafeteria Plan allowance or benefits. The PEMHCA amounts are as follows:

Retiree Only:	\$563.26
Retiree Plus One:	\$563.26
Retiree Plus Two or More:	\$563.26

For employees hired on or after July 1, 2019, the retiree health benefit shall be limited to the PEMHCA minimum.

L. Release Time Bank

The City agrees to allow bargaining unit members to donate on a voluntary basis up to 8 hours per year, vacation or comp time to an Association Release Time Bank up to a maximum of 180 hours per year. Said time may be used by the President, other officers of the Association, or other individuals as approved by the Chief. The scheduling of use of this bank shall require the approval of the Chief.

M. Letters of Reprimand

Employees may request in writing to the Fire Chief with a copy to the Director of Human Resources that letters of reprimand which are two (2) or more years old be removed from the employee's personnel file provided the following conditions are met:

1. The Letter of Reprimand is more than 2 years old.
2. The file does not contain subsequent letters of reprimand or records of disciplinary action.
3. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Fire Chief.

The decision of the Fire Chief regarding the removal of a Letter of Reprimand shall be final and not subject to any formal appeal process. However, all Letters of Reprimand will be removed from an employee's personnel after four years provided the following conditions are met:

1. The file does not contain subsequent letters of reprimand or records of disciplinary action.
- N. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Fire Chief. Labor Management Committee

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 and are non-economic. Changes to the Personnel Rules that are economic in nature will not be made absent mutual agreement of the parties.

O. Attending Department Approved Classes On A Duty Day

An individual who is attending a department approved class on their normally scheduled duty day will not be required to use their personal leave if no overtime is created by the absence. Prior to the class, an individual must provide a method of personal leave (Trade, Comp. Time, Vacation, etc.) should overtime result from the individual's absence from work while attending the class. If there is more than one person attending a class on the same day, preference will be given to the individual(s) in the order in which the leave request form is received by the Battalion Chief office.

## **ARTICLE IX. COOPERATION BETWEEN PARTIES**

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 respectfully the rights, obligations and privileges reserved to the other by such rules, regulations and laws. The San Mateo County Firefighters Local 2400, and FIRE DEPARTMENT EMPLOYEE REPRESENTATIVES agree that during the term of this Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slowdowns, interruptions 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.

**ARTICLE X. DURATION**

Contingent upon the adoption of a resolution approving this Memorandum of Understanding by the City Council of the City of Daly City, this Memorandum shall be in full force and effect as of July 1, 2019, except that certain provisions have different effective dates as designated therein.

The terms of this Memorandum of Understanding are to remain in full force and effect until midnight of June 30, 2022.

**ARTICLE XI. SIGNATORIES**

Signatories to the Memorandum of Understanding between the City of Daly City and San Mateo County Firefighters Local 2400:

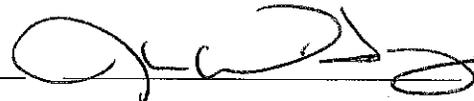
STAFF REPRESENTATIVES OF  
THE CITY OF DALY CITY

REPRESENTATIVES OF THE SAN MATEO  
COUNTY FIREFIGHTERS LOCAL 2400



3/10/20

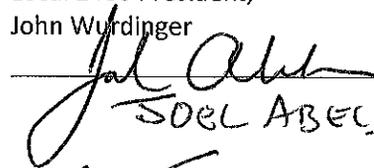
Date



Local 2400 President,  
John Wurdinger

2/11/2020

Date



SOEL ABELSON

2/11/20

Date



DAVID SWIN

2/11/20

Date

APPENDIX A – SALARY SCHEDULE

CITY OF DALY CITY  
 SAN MATEO COUNTY FIREFIGHTERS LOCAL 2400  
 MONTHLY SALARY SCHEDULE  
 Effective: July 13, 2019

<b>Range</b>			<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
<b><u>F 250</u></b>			7698.61	8083.55	8487.72	8912.11	9357.71
B - Firefighter							
Longevity	2.5%		192.47	202.09	212.19	222.80	233.94
Education	2.5%		192.47	202.09	212.19	222.80	233.94
<b><u>F 255</u></b>							
B - Fire Engineer Operator			9357.71	9825.60			
Longevity	2.5%		233.94	245.64			
Education	2.5%		233.94	245.64			
<b><u>F 265</u></b>							
B - Fire Captain			9097.17	9552.03	10029.63	10531.12	11057.67
Longevity	2.5%		227.43	238.80	250.74	263.28	276.44
Education	2.5%		227.43	238.80	250.74	263.28	276.44
<b><u>F 004</u></b>							
Firefighter Trainee			<b><u>HOURLY</u></b>				
			30.13881				

APPENDIX A-1 – SALARY SCHEDULE

CITY OF DALY CITY  
 SAN MATEO COUNTY FIREFIGHTERS LOCAL 2400  
 MONTHLY SALARY SCHEDULE  
 Effective: July 11, 2020

<b>Range</b>			<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
<b><u>F 250</u></b>			8083.55	8487.72	8912.11	9357.71	9825.60
B - Firefighter							
Longevity	2.5%	202.09	212.19	222.80	233.94	245.64	
Education	2.5%	202.09	212.19	222.80	233.94	245.64	
<b><u>F 255</u></b>							
B - Fire Engineer Operator			9825.60	10316.88			
Longevity	2.5%	245.64	257.92				
Education	2.5%	245.64	257.92				
<b><u>F 265</u></b>							
B - Fire Captain			9552.03	10029.63	10531.12	11057.67	11610.56
Longevity	2.5%	238.80	250.74	263.28	276.44	290.26	
Education	2.5%	238.80	250.74	263.28	276.44	290.26	
<b><u>F 004</u></b>							
Firefighter Trainee			<b><u>HOURLY</u></b>				
			31.64575				

APPENDIX A-2 – SALARY SCHEDULE

CITY OF DALY CITY  
 SAN MATEO COUNTY FIREFIGHTERS LOCAL 2400  
 MONTHLY SALARY SCHEDULE

Effective: July 10, 2021

<b>Range</b>			<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
<b><u>F 250</u></b>			8487.72	8912.11	9357.71	9825.60	10316.88
B -	Firefighter						
	Longevity	2.5%	212.19	222.80	233.94	245.64	257.92
	Education	2.5%	212.19	222.80	233.94	245.64	257.92
<b><u>F 255</u></b>							
B -	Fire Engineer Operator		10316.88	10832.72			
	Longevity	2.5%	257.92	270.82			
	Education	2.5%	257.92	270.82			
<b><u>F 265</u></b>							
B -	Fire Captain		10029.63	10531.12	11057.67	11610.56	12191.08
	Longevity	2.5%	250.74	263.28	276.44	290.26	304.78
	Education	2.5%	250.74	263.28	276.44	290.26	304.78
<b><u>F 004</u></b>							
	Firefighter Trainee						
				<b><u>HOURLY</u></b>			
			33.22803				

## APPENDIX B - MODIFIED WORK (LIGHT DUTY)

### CITY OF DALY CITY - MODIFIED WORK (LIGHT DUTY)

#### Assignments for Injured Employees

Policy: It is the goal of the City of Daly City to provide a safe working environment for all employees and to maintain an effective and efficient program for the provision of workers' compensation benefits. To assist in such efforts, the utilization of light duty assignments will be encouraged wherever practicable.

Purpose: To provide for the return to work of both industrially and non-industrially injured and/or ill employees in a capacity consistent with a disability temporarily precluding the affected employee from the performance of the employee's full and normal duties but not limiting the employee totally such that productive assignments can be performed by the employee without fear of aggravating the injury. Modified duty including modified work schedules may also be considered for employees on pregnancy disability.

#### Procedure:

1. An employee must have incurred an injury or illness which incapacitates him or her from performing the full duties of his/her job as set forth in the job description. Such disability must be confirmed in writing by a physician licensed to practice medicine in the State of California.
2. Treating physicians shall be supplied with the following:
  - a. City's Modified Work (Light Duty) policy,
  - b. Physician's Evaluation and Release forms,
  - c. Employee's job description,
  - d. Job Demands/Employee Restrictions form.

The above forms will be provided to the employee to present to his/her physician upon initial meeting with physician.

3. There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics of the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue. A note from the physician affirming or updating the employee's modified duty status is required every 30 days.
4. The City may require a second physical examination to verify the information in the physician's statement, at City expense.
5. The department head, in consultation with the Director of Human Resources will determine whether there is suitable work available within the department with due regard

to the needs of the City and the medical condition of the employee, and subject to the rights of the employee under the law.

6. If a suitable assignment meeting all the restrictions imposed by the treating physician has been found for the injured employee, the employee will be released to light duty in that capacity.
7. If more than one assignment is available to the employee, the department head, in consultation with the employee, shall determine which assignment shall be worked.
8. When performing light duty work assignments (or modified work schedules for pregnancy disabilities) in accordance with this procedure, employees shall receive full compensation for their regular classification of employment.
9. Such temporary light duty assignments may continue until such time as the first of the following events has occurred:
  - a. The employee is given a full and complete release to resume normal work activities by the employee's treating physician and said release is approved by the Director of Human Resources or his or her designee;
  - b. The employee's condition is declared permanent and stationary, and the employee is unable to perform the duties of his/her regular permanent position;
  - c. The employee's work restrictions have not changed significantly for the better (i.e. they are less restrictive) and the employee can perform a wider range of tasks, qualifying the employee for a more challenging assignment within 6 months from the date of the employee's illness or injury;
  - d. More than 52 weeks have elapsed subsequent to the date of the employee's illness or injury.
10. An employee will only be assigned to work light duty on those days of the week when he/she would have been regularly scheduled to work full duty, unless the employee and the department work out some other mutually acceptable arrangement.

#### Light Duty Work During Pregnancy

A pregnant employee may work light duty if attending physician determines light duty to be appropriate. If the attending physician recommends light duty the employee shall obtain a list of work restrictions from physician. It is the employee's responsibility to insure that the work restrictions are obtained from the physician and returned promptly to the Director of Human Resources

The employee may work an alternate light duty schedule (i.e. a 40-hour week at 8-hours per day or 10-hours per day). In the event an employee opts to work an alternate light duty schedule of no less than 40 hours per week, such employee shall not incur a reduction in salary.

Employee will not lose seniority or permanent station assignments due to light duty assignment.

During light duty, the employee may take earned leave time for any doctor's appointments, or may flex their work hours to accommodate doctor appointments and Department needs, subject

to mutual agreement by the employee and the Fire Chief. Flexing work hours shall not result in overtime.

Employees eligible to take a promotional exam will be allowed to participate in the examination, provided the employee's physician certifies in writing that the employee is physically capable of participating in the exam process. The Department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.

An employee on light duty will be permitted to attend training, provided that the requirements of such training are within the employee's work restrictions.

Employee shall return to full duty upon receipt of a physician's statement certifying that the employee is medically qualified to resume regular duties and responsibilities.

## APPENDIX C - GRIEVANCE PROCEDURE

### DALY CITY FIRE DEPARTMENT GRIEVANCE PROCEDURE

#### DEFINITION

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

The following shall not be considered a grievance: 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 conditions subject to meeting and conferring; and disciplinary action and those areas covered by Paragraph 2 or 3, Chapter 16 of the Rules and Regulations of the Daly City Fire Department.

No matter shall be considered a grievance or complaint until it is first taken up verbally by the employee and/or a representative of his/her choice with his/her immediate supervisor. (In those situations where the nature of the problem involves the immediate supervisor or higher, the problem will be discussed with the next higher rank.)

All grievances shall proceed in accordance with the following:

Step A: An employee who believes that he/she has a grievance shall take up such grievance with his/her immediate supervisor within 24 calendar days of the occurrence of knowledge of the alleged grievance. If the employee fails to do so within such time limit, the alleged grievance may not thereafter be taken up.

The supervisor with whom the problem is discussed shall give a reply within five (5) calendar days. If the aggrieved is not satisfied with the decision, the following step will be taken.

Step B: The grievance may be reduced to writing and submitted to the next higher level of command. The officer that receives a grievance will make every possible effort to resolve the problem through discussion with the aggrieved and/or his or her representative, other persons involved, investigation of all the facts, etc., and shall submit a written decision to the aggrieved within five (5) calendar days of receipt of the written grievance. If upon the receipt of the written decision, the aggrieved takes no further action within five (5) calendar days, the grievance will be assumed to be settled. If the aggrieved feels that the decision does not resolve the problem, he/she may proceed to Step C.

Step C: The aggrieved shall submit a copy of the written grievance along with a copy of the written decision and/or other pertinent facts, to the next higher level of command. The

same procedures as outlined in Step B, including the five (5) calendar day time limit, will be followed at this level of appeal. If the problem is not resolved, Step C, including the five (5) calendar day time limit, may be repeated up each succeeding step in the chain of command until the Chief of the Department receives the grievance. The Chief of the Department will render a written decision on the grievance within five (5) calendar days. If at this point the aggrieved feels that the grievance has not been resolved, the aggrieved may appeal the decision of the chief to the next higher authority as outlined in the Rules and Regulations of the Classified Service and/or Memorandum of Understanding.

- Step D: Within seven (7) calendar days after receipt of the grievance by the next higher authority (City Manager), there shall be a meeting between the aggrieved employee and/or the Union Business Representative and the City Manager or his/her representative, in an attempt to settle the matter. Within five (5) working days following such meeting, the City Manager shall make a written reply to the grievant.
- Step E: If the grievant has not been settled by the procedure described, the grievant may within seven (7) calendar days be submitted to the Daly City Personnel Board, if eligible under the Rules and Regulations of the Classified Service in accordance with Step F below; OR to advisory arbitration in accordance with Step G below, but may not do both.
- Step F: The Council shall act upon the recommendation of the Personnel Board within thirty (30) calendar days following the date of their receipt of the recommendation.
- Step G: Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step D, the grievant may appeal the grievance to advisory arbitration.

The request for advisory arbitration must be given in writing to the City Manager by the grievant within ten (10) working days from the date of the Step D answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on a arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Rules and Regulations of the Classified Service at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Rules and Regulations of the Classified Service or impose any limitations or obligations not specifically provided for under the terms of the MOU or Rules and Regulations of the Classified Service.

The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law.

The fees of the arbitrator will be born equally by the employee or employee association and the City. However, the City will reimburse up to \$15,000 towards the Firefighters Association cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

## APPENDIX D – SHIFT TRADE

### DALY CITY FIRE DEPARTMENT

#### SHIFT TRADE

The responsibility for working a shift is that of the person who is scheduled to work on that shift. When another employee agrees to work the shift trade (via the Shift Trade Form), he/she assumes the assigned obligations to work, but not the liability for the shift or time.

It is agreed that shift trades may only be paid back by exchange of time worked and shall not be paid back by payment of money or any consideration other than time. Any employee(s) violating this provision shall be subject to forfeiture of the right to trade shifts for one year.

Should an employee who agreed to work a shift or a fraction of a shift be unable to do so, the person who was scheduled to work that time is charged for any lost time to the City.

An employee unable to fulfill a trade agreement, for any reason, must contact both the duty Battalion Chief and the person originally scheduled to work the shift or partial shift.

When the person who initiated the trade is contacted, the trade will be cancelled and he/she will work the shift or provide another trade.

If contact cannot be made, any time lost or overtime incurred will be charged to the person originally scheduled to work. Repayment of time is to be made as follows:

Working the time, hour for hour, within the limits of the same "work time period" as indicated on the time work sheets, (avoiding impacting FLSA time), at a time determined by Fire Administration.

Should an employee not be able to repay the time during the same work time period, the employee's vacation accrual shall be charged or compensatory time accrual.

Shift trades may be permitted under the following rules:

- A. All requests for shift trades must be made no less than 48 hours in advance. All requests must be approved by the supervisor on whose shift the trade will be performed. Should the Company Officer be unavailable, the Battalion Chief's office may approve the trade.
- B. Exchanges shall be of comparative status: Firefighter for Firefighter; Engineer-Operator for Engineer-Operator; Captain for Captain.
- C. Shift trades shall not be requested more than 90 days in advance. Should there be a personnel schedule change after the request is submitted, whereby personnel are moved from one shift to another and the trade cannot be performed, the shift trade becomes null and void. Shift trades are subordinate to any and all personnel changes or transfers, and the person requesting the trade is responsible for any time lost to the City. Time lost due to oversight or mistakes made by

parties to the request are the responsibility of the person who requested the trade. It is his/her responsibility to be aware of the status of the trade at all times.

- D. Personnel requesting shift trades will provide early relief for the person who is to work the trade, should that person be at a different station on the shift prior to the trade.
- E. No employee shall pay money to another employee in exchange for a shift trade, and shift trades shall be paid back within 360 days. In the event of a promotion of an employee to a higher rank, such employee shall pay back all shift trades owed in the lower rank within three (3) months following such promotion.
- F. All shift trades are to be recorded in the Company Journal of the Station in which the trade takes place, on the actual date of the trade.
- G. Personnel submitting four or more consecutive trades shall obtain the approval of his/her immediate supervisor and the approval of the Shift Battalion Chief.
- H. Probationary Firefighters are strongly discouraged from requesting shift trades because it is important they receive all the necessary training, both scheduled and unscheduled, available to them on shift.

Should a probationary Firefighter need a Shift Trade, the following rules apply:

1. A probationary employee shall be entitled to a maximum of five (5) Shift Trades, whether they are full shift or partial shift during the 18-month probationary period, (five full shifts equals 120 hours). No combination of Shift Trades may exceed a 120-hour bank, and each trade will be deducted from the 120-hour bank.
2. Exception to the five shift limit: A partial Shift Trade of two to five hours occurring after 1700 hours will not be charged against the five shift maximum. It will, however, be charged against the bank of 120 hours for the probationary Firefighter.
3. When either five Shift Trades or 120 hours have been accumulated, the probationary Firefighter will have reached the limit and no further Shift Trades will be allowed for the balance of the probationary period.

While assigned to the Fire Prevention Division on a 40-hour workweek during the probationary period, the employee may work for another employee outside the regular Division hours (subject to the maximum above) but not have other employees work for him/her.

SHIFT TRADE/ACCUMULATED TIME REQUEST

Shift Trade Request                       Request to use Accumulated Time

.....  
TYPE A: 24-HOUR SHIFT TRADE

(Date)

TYPE B: 2-HOUR MINIMUM

(Date)

(Times)

My trade will be: \_\_\_\_\_

(Print Full Name)

of Station \_\_\_\_\_ and Platoon \_\_\_\_\_ who has agreed to work date and hours as set above.

.....  
I hereby request accumulated time off from \_\_\_\_\_ a.m. / p.m.

to \_\_\_\_\_ a.m. / p.m., on \_\_\_\_\_

(Date)

\_\_\_\_\_  
Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Trade's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: All requests for shift trades must be made 48 hours (2 days) in advance. If approved, all requests must be approved by the supervisor on whose platoon the trade person will be working. Should the Company Officer be unavailable for any reason, the trade may be approved by the Battalion Chief's office.

If the person trading for the applicant is working at a different station on a shift just prior to the trade taking place, he/she will make arrangements for early relief. Early relief to occur prior to 0800 hours of the specific date; with a thirty minute (30) minimum. List the arrangements under Comments.

COMMENTS:

SIDE LETTER

Between the City of Daly City

and

Daly City Firefighters' Union Local No. 1879  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

During the 2007, negotiations between the City of Daly City and the Daly City Firefighters' Union Local 1879 the parties discussed and mutually agreed upon a methodology change when surveys are conducted by the City.

The parties agreed that when the City conducts its survey the City will develop a composite rate for each agencies medical insurance contribution. The composite rate will be determined in the following manner:

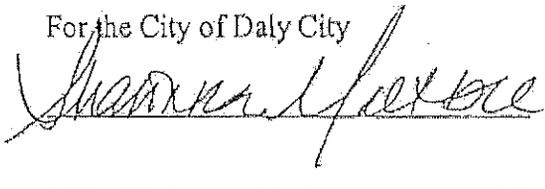
- The City of Redwood City/ City of Burlingame represented fire employee (Firefighters/Engineers/Fire Captains) census data will be used to determine the number of employees at each level (employee only, employee plus 1, and employee plus 2 or more).
- This census data will be applied to an agency which has tiered contribution rates.

The agencies composite rate will be determined in the following manner:

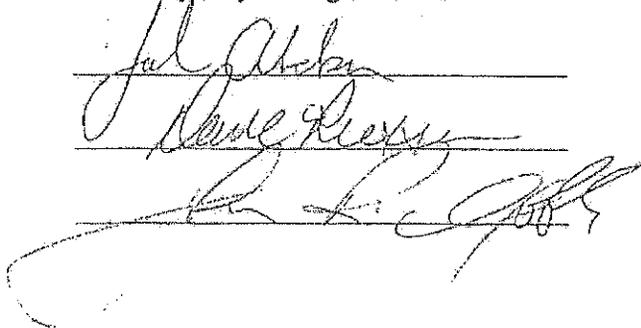
- # of employee only x employee rate
- # of employee plus one x employee plus one rate
- # of employee plus 2 or more x employee plus two or more rate
- Total of employee only: employee plus one and employee plus 2 or more
- Composite rate equals total of employee only, employee plus one and employee plus 2 or more divided by the respective number of employees at each level.

This agreement in no way implies that the City of Daly City and the Daly City Firefighters' Local 1879 have mutually agreed upon the survey agencies or the survey elements.

For the City of Daly City



For Daly City Firefighters' Local 1879



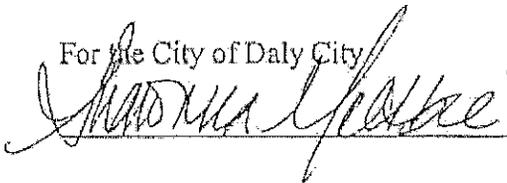
SIDE LETTER

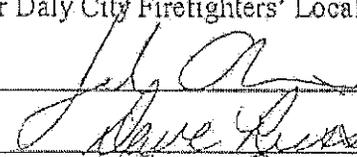
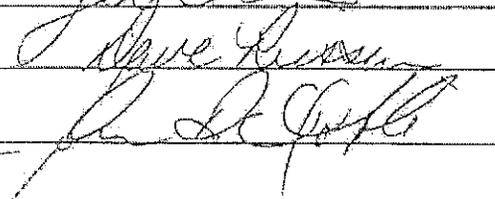
Between the City of Daly City

and

Daly City Firefighters' Union Local No. 1879  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

The City agrees to work with the Fire Department via Labor/Management Committee to establish an ongoing fund to replace and/or purchase physical fitness equipment. (Per April 27, 2009 negotiations, Union to provide summary/standard layout of current equipment).

For the City of Daly City  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Daly City Firefighters' Local 1879  
  
  
\_\_\_\_\_

SIDE LETTER

Procedure for Consideration for Temporary Assignment

Individuals who fail any portion of a promotional examination will be eligible to be assigned to temporary assignments in the position for which they tested and failed if one of the following is met.

1. 6 months of satisfactory performance demonstrating proficiency since failure of the examination
2. The individual passes a practical examination administered by the individual's immediate supervisor. See below.

Practical Examination

The following will be used to determine an individual's ability to be assigned to a temporary assignment following the failure of a promotional test.

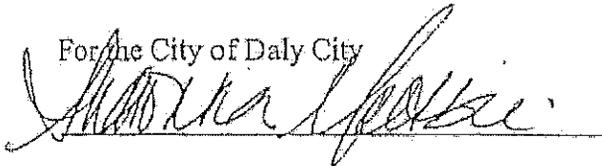
*Engineer Operator*

Complete a pumping evolution similar to the practical evolution on the Engineer Operator exam.

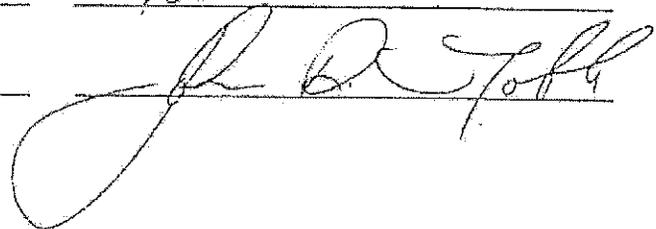
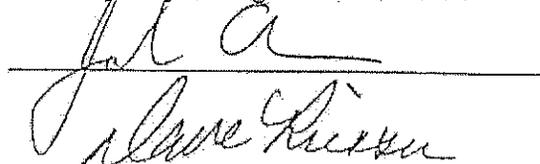
*Captain*

Complete three "All Risk" simulations under the supervision of the employee's immediate supervisor.

For the City of Daly City



For Daly City Firefighters' Local 1879



SIDE LETTER

Department Policy

Temporary Suspension of California Driver License

October 5, 2009

The possession of a valid Class C California Driver's license (and possession of a Class B license within 18 months of hire) is a minimum qualification and a condition of employment for the Firefighter, Fire Engineer Operator and Fire Captain classifications. No employee shall operate a vehicle in which they do not have a current license. Any employee whose driving privileges are suspended shall notify the on-duty Battalion Chief and or Fire Chief as soon as possible, but no later than 24 hours prior to returning to work.

An employee whose driving privileges are temporarily suspended by the California Department of Motor Vehicles and who is eligible for reinstatement within 12 months of the date of suspension may be eligible for the following accommodations:

Firefighter and Fire Captain Classifications

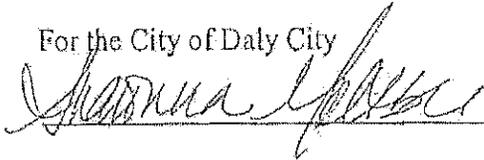
- The employee will continue to operate in their classification and will be reduced 2 steps until the DMV reinstates their Driver License.

Engineer Operator Classification

- The employee shall be temporarily reassigned to Fire Fighter classification until the time they regain their drivers license at which time they will return to their original classification. The employee temporarily reassigned to firefighter will be eligible for the appropriate step based on number of years in the department. (i.e. 4 years in department would be eligible for 4<sup>th</sup> step.) On return to their original position, the employee will be assigned the step in which they were assigned prior to the temporary reassignment.
- If the Driver's license suspension resulted from a conviction or plea of no contest for driving a motor vehicle while under the influence of drugs or with an illegal blood alcohol content, the Fire Chief may approve a reasonable period of time for the employee to complete a rehabilitation program assigned by the Department of Motor Vehicles and/or Court. The Fire Chief may terminate the temporary reassignment if the employee has not completed the rehabilitation program within that period of time.

Nothing in this policy changes the City's right to implement disciplinary action consistent with City rules for actions associated with the temporary suspension of a California Driver License.

For the City of Daly City

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Daly City Firefighters' Local 1879

  
  
\_\_\_\_\_

**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF DALY CITY  
AND  
SAN MATEO COUNTY FIREFIGHTERS LOCAL 2400**

**Representatives for the City of Daly City, hereinafter "City" and representatives for the San Mateo County Firefighters Local 2400, hereinafter "Fire Department Employee Representatives agree to the following:**

The parties agree to amend Article III. Wage Supplements B. Cafeteria Plan Allowance as follows:

Effective January 1, 2020 and each plan year after, the City shall contribute to the monthly Cafeteria Plan Allowance for eligible employees as follows:

- b. No Coverage/Waiving Coverage for employees hired before July 1, 2019: Cash in lieu shall be reduced to \$1,090 effective January 2020. Effective January 2021 cash in lieu shall be reduced to \$830 and thereafter shall remain \$830. In the event that an employee in this group purchases health insurance from the City's Cafeteria Plan Allowance on or after January 1, 2020, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to \$500 per month.

If the foregoing is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

APPROVED AND ACCEPTED BY:

REPRESENTATIVE FOR  
THE CITY OF DALY CITY

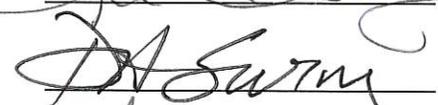
REPRESENTATIVES FOR  
SAN MATEO COUNTY  
FIREFIGHTERS LOCAL 2400

  
\_\_\_\_\_  
Natalie Sakkal, Director of Human Resources

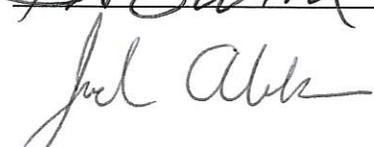
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