

COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY
and
DALY CITY POLICE OFFICERS ASSOCIATION
July 1, 2019 through June 30, 2022

The adjustments 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 Daly City Police Officers Association (hereinafter called "Association") and shall apply to all employees in the classification of Police Officer who are members of the Association.

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 staff representatives of the City and the representatives of the Association. The Association Negotiating Committee represents that a majority of the members of the Association have approved all of the salary and fringe benefit adjustments as set forth herein; and the staff 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 manner and procedure prescribed by law.

ARTICLE I – SALARIES

A. Cost of Living Adjustments

- Effective in the first full pay period of July 2019, the salary for all bargaining unit members shall be increased by three percent (3%).
- Effective in the first full pay period of July 2020, the salary for all bargaining unit members shall be increased by three percent (3%).
- Effective in the first full pay period of July 2021, the salary for all bargaining unit members shall be increased by three percent (3%).

B. Equity Adjustments

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

C. Compensation

The City agrees to recommend to the City of Daly City Personnel Board revision to the *Rules and Regulations of the Classified Service*, Rule XII Transfers, section 6d "A sworn Police Officer temporarily assigned the duties of another position in excess of 5 working days,

whether or not consecutive, shall then receive his or her permanent salary or the salary of the temporary assignment, whichever is higher.

D. Section IRC 414(h) (2)

The City will continue to apply the Section IRC 414(h) (2) to employee retirement contributions. 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.

E. Compensation During Time Changes (Daylight Savings)

In the Spring, when transitioning to Daylight Savings Time (DST), employees working during the one (1) hour transition from Standard Time to DST will not suffer a loss of compensation as a result of the time change, and shall be paid for completing a full regularly scheduled shift (10 or 12.5 hours).

In the Fall, when transitioning from DST back to Standard Time, employees working during the one (1) hour transition will be paid for all 1 hours worked, and will be either: (a) compensated at the rate of time and one-half for the additional hour worked due to the DST transition; or (b) released from duty one (1) hour early in order to avoid overtime.

F. Incorporation of Rule XVI ("Salaries and Overtime"), Section 10 of the Rules and Regulations of the Classified Service

The following relevant provisions of Rule XVI, Section 10 is hereby incorporated into the MOU between the City of Daly City and the Daly City POA.

SECTION 10 Overtime pay or compensating time off shall be granted under the following conditions:

- (a) When an employee is called to work on a regular non-work day the employee shall be granted overtime pay or compensating time off for the time worked.
- (b) Employees working in excess of their regular work day shall be granted overtime pay or compensating time off for the time worked.
- (c) Whenever an employee is called back to work for less than four (4) hours overtime pay, the employee shall receive a minimum of four (4) hours overtime pay. *[omitted language concerning firefighter compensation]*
- (d) *[omitted language concerning firefighter compensation]*
- (e) 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 (Employee Group A, 40 hours per week; *[omitted language concerning firefighters]* Employee Group C, 37-1/2 hours per week).

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 Benefit Formula
- Section 20042 - One-Year Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - Third level of 1959 Survivor Benefit
- Section 21024 - Military Service Credit as Public Service
- Section 21023.5 - Public Service Credit for Peace Corps
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - \$500 Retired Death Benefit

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 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21573 - Third level of 1959 Survivor Benefit
- Section 21024 - Military Service Credit as Public Service
- Section 21023.5 - Public Service Credit for Peace Corps...
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - \$500 Retired Death Benefit

1. Cost Sharing

Effective July 1, 2017, bargaining unit employees shall pay two percent (2.0%) towards the employer share of the PERS contribution, subject to 414(h)(2). Effective in the first full pay period of July 2020 the City shall amend the contract with PERS to provide that employees in this bargaining unit contribute an additional 3% towards the employer contribution to PERS. These contributions shall be credited to each member's account in accordance with Government Code Section 20516(a). At the time of the implementation

of this amendment the current two percent (2%) contribution being made under Government Code Section 20516(f) shall terminate.

B. Retiree Medical

1. For employees hired prior to July 1, 2019, the City's contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA. For calendar year 2010, the City's monthly contribution to qualifying annuitants will be:

Employee Only	\$572.92
Employee + 1	\$572.92
Family	\$572.92

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 (F)(2) is equal to the contribution to employees described in Article III (A).

2. The retiree health benefit for all bargaining unit employees hired on or after July 1, 2019 shall be limited to the PEMHCA minimum.
3. Within 90 days of ratification, the parties will convene a Retiree Health Benefits Committee to explore alternative retirement health benefit options, strategies and costs. Any changes shall be by mutual agreement.

ARTICLE III – BENEFITS

A. Health and Welfare

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

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

Employee Only	\$572.92
Employee + 1	\$572.92
Family	\$572.92

2. 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 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 provides each eligible employee with a monthly Cafeteria Allowance of:

Effective July 1, 2019 through December 31, 2019, the monthly Cafeteria Allowance shall be:

No coverage	\$830.00
Employee Only	\$850.00
Employee +1	\$1595.00
Employee + Family	\$1938.67

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

- No Coverage/Waiving Coverage for employees hired on or after January 1, 2020: \$500 per month shall be added to employee wages. 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.
- No Coverage/Waiving Coverage for employees hired before January 1, 2020: Cash in lieu is frozen at \$830 per month and shall be added to employee wages. 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. 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.
- Employee Only: 100% Kaiser Bay Area medical premium (for employees hired before 1/1/20 the employee only rate is frozen at \$850 per month until it equals the employee only Kaiser rate). This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.
- Employee +1: 95% Kaiser Bay Area medical premium (for employees hired before 1/1/20 the employee only rate is frozen at \$1,595 per month until it equals 95% of the employee only Kaiser + 1 rate). This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser rate increases 15% or more in any year, the parties shall split the cost of the rate increase above 15% for the plan year.

- Employee and 2+: 95% Kaiser Bay Area medical premium (for employees hired before 1/1/20 the employee only rate is frozen at \$1,938.67 per month until it equals 95% of the employee only Kaiser + 2 rate). This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser 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 the Cafeteria Plan Allowance, active employees must purchase the following qualified benefits:

- City-sponsored dental/orthodontic insurance
- Police Officer Association-sponsored LTD insurance

The City agrees to allow affected employees to "freeze" any accrued sick leave after meeting a 60-day waiting period as required by POA-sponsored Long Term Disability insurance.

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

Employees may purchase life insurance from the cafeteria plan allowance. In the event that additional money is needed to pay for such insurance, the employee shall pay such additional amount through payroll deduction.

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.

In the event that CalPERS adds a high deductible plan option as a health care plan choice during the term of this agreement, the parties may reopen to consider this option. Any contract changes would be by mutual agreement of the parties.

The City reserves the right at any time during the term of the agreement to provide medical or dental benefits under plans offered by alternate carriers or through a program of self-insurance, self-administration of 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 approval of the Police Officers Association.

B. Vision Reimbursement Program

Employees and their dependents are eligible for a maximum reimbursement of \$150.00 per year for frames or lenses. Effective January 1, 2020, the maximum reimbursement shall be \$200 per year. The reimbursement may be requested every 12 months by completing a reimbursement request form.

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 (including American Sign Language), and the standards and procedures for certification for such pay.

D. Senior Officer Compensation

Effective January 1, 1998, Police Officers who have completed twenty (20) years of service with the City of Daly City shall be eligible to receive additional compensation added to their base salary in the amount of one hundred dollars (\$100.00) per month. This amount is Public Employees' Retirement System (PERS) compensable.

E. Supplemental Assignment Pay

Police Officers shall receive supplemental assignment pay in accordance with Appendix A.

F. Uniform Allowance

Effective July 1, 2019, the uniform allowance will be \$1,000. In the event that the City requires any new article of clothing or equipment to be worn or used by bargaining unit members, then the City shall provide said article or equipment at no original cost to the employee. Maintenance or replacement of said article or equipment shall be the responsibility of the employee, except for safety equipment.

In addition to the safety equipment provided by the City as of December 31, 1986, the City agrees to furnish at no cost to the employee, flashlights, rain gear and for personnel assigned to motorcycles, the following motorcycle equipment: boots, pants, leather jacket, gloves and protective eye wear. Said equipment shall remain property of the City.

G. Compensatory Time

Effective June 1, 2001, affected classifications shall be allowed to accumulate up to a maximum of one hundred (100) hours which can only be taken in time off.

H. Administrative Leave

Detectives shall receive 40 hours administrative leave per calendar year on a use-it-or-lose-it basis. Police Department's preapproval practice shall apply.

I. Holiday Pay Compensation

Effective July 1, 2017, per Resolution 17-108 bargaining unit members shall receive seven and one-half percent (7.5%) of compensation in lieu of observing City holidays. Such payments shall be made on December 1 and June 1. 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.

J. Two Hour Personal Leave

In lieu of two (2) hours of personal leave per year previously granted to each employee, an employee shall not accrue Personal Leave; however the employee's Personal Leave accrual shall be transferred to the Association Release Time Bank.

K. Vacation

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

<u>Completed Years of Employment</u>	<u>Vacation Schedule</u>
1 through 4	14 days
5 through 12	18 days
13 through 20	23 days
21 or more	28 days

L. Bereavement Leave

A maximum of 5 working days may be taken for Bereavement leave.

M. Sick Leave Accrual

Sick leave accrual maximum of sixteen hundred (1600) hours shall not apply to sworn police personnel. Effective on ratification of the June 1, 2005 MOU, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position will be at a cash value not to exceed nine hundred (900) hours of pay.

For employees hired on or after July 1, 2019, there will be no sick leave accrual pay out. The City will incorporate this change in the Rules and Regulations of the Classified Service.

N. Retiree Health Savings

Effective July 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.

O. PORAC Retiree Medical Trust

All employees covered by this Agreement shall participate in a retiree medical expense reimbursement plan administered by the PORAC Retiree Medical Trust. The Trust shall be and remain separate and apart from any Employer health insurance funding program.

Effective the first full pay period of March 2019, employees covered by this Agreement shall contribute to the Trust an amount equal to \$100 per month for each month of employment, which the employer shall deduct through a payroll deduction. Individuals starting employment with the City in the second pay period of a month shall have the full amount deducted from their initial check; individuals separating from employment in the first pay period of a month shall also have the full amount deducted from their final check.

Effective the first full pay period of July 2019, employees covered by this Agreement shall contribute to the Trust an amount equal to \$150.00 per month for each month of employment which the employer shall deduct through a payroll deduction.

Effective the first full pay period of July 2020 employees shall contribute to the Trust an amount equal to \$200.00 per month.

To the extent authorized by law, all contributions shall be made on a pre-tax basis. The employee assumes full responsibility and liability for tax consequences related to contributions to and/or withdrawals from the PORAC Retiree Medical Trust. There shall be no employee election or option to take the amount in cash.

Upon retirement of an employee covered by this Agreement, the employee has the right to transfer into the PORAC Retiree Medical Trust, any vacation leave cash out subject to the applicable rules of the Trust and/or the City. The Association has the right to alter the amount of salary deduction or the percentage of vacation leave balance contribution at separation from service during the course of this Agreement, on a uniform basis, for all employees covered by the Agreement, subject to approval of its members according to the Association's bylaws and applicable laws.

The Association shall pay for the administrative costs arising from the enrollment of the Association in the PORAC Retirement Medical Trust. The City shall not be required to pay any fees or make any contributions on behalf of individual employees.

ARTICLE IV – EDUCATIONAL INCENTIVE PROGRAM

Educational Incentive Pay for Police Officers shall be:

1. Achievement of Intermediate Post Certificate: 4% above base salary
- OR

2. Achievement of Advanced Post Certificate: 7% above base salary

Employees shall be compensated under the Educational Incentive Program from the date they are eligible or the date they apply for their POST Intermediate or Advanced Certificate, whichever is later.

ARTICLE V – TRAVEL COMPENSATION AND REIMBURSEMENT

A. Mileage Reimbursement:

When an employee is required to report to an alternative work location in his/her personal vehicle, with prior approval of the Daly City Police Department, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute to the City of Daly City. The employee's normal commute shall be established based upon his/her address of record with the Daly City Police Department. Mileage arising from travel between home and the City of Daly City is not reimbursable.

B. Business Travel Counted Towards Hours Worked:

Ordinary commute to and from Daly City - An employee who travels to Daly City before his/her regularly scheduled shift and returns to his/her home at the end of the workday is engaged in ordinary home to work travel which is a normal incident of employment. Such travel time shall not count towards hours worked.

Business Travel to Another City - If an employee is required to travel to a location other than the City of Daly City as part of his/her employment, including but not limited to training and special assignments, such travel shall count as hours worked pursuant to the following compensation schedule:

Travel Mileage	Credit for Hours Worked
0-30 miles	½ Hour (30 minutes)
31-60 miles	1 Hour (60 minutes)
61-100 miles	1 ½ Hours (90 minutes)

Business travel in excess of 100 miles will require alternative accommodations to be established on a case-by-case basis.

The travel mileage shall be established based upon "headquarters", as determined by the Daly City Police Department. "Headquarters" shall either be:

- a. The employee's address of record with the Daly City Police Department, or
- b. The Daly City Police Department, located at 333 90th Street.

The Daly City Police Department shall ordinarily identify the location nearest to the alternative work location, using the shortest route identified on "MapQuest" (www.mapquest.com) for purposes of establishing "headquarters."

ARTICLE VI - ADMINISTRATIVE PROVISIONS

The following items will be implemented by the administration of the City as a result of the agreement of Association and City on these matters.

A. Section Code 7

City agrees that Police Officers may take their Code 7 in the nearest beat which has an open eating establishment affording hot food, indoor seating and restroom facilities.

B. Association Business

City shall establish regulations to effect that no business of employee organizations shall be conducted by employees while on duty by telephone, meetings, individual actions or any other means except with the authorization of the Chief of Police.

C. Association Release Time Bank

1. Each Police Officers Association member may voluntarily contribute up to 8 hours per year compensatory time off to the Association Release Time Bank to a maximum of 180 hours per calendar year. This is in addition to the mandatory contribution to the Release Time Bank of two (2) hours of personal leave per year provided per Article III, Section G. Said time may be used by the President, other officers of the Association, or other individuals as approved by the Department Head. The scheduling of use of this bank shall require the approval of the Department Head in the same manner as is currently required for scheduling compensatory time off.
2. The City will contribute an additional forty hours to the release time bank (total City contribution) provided on January 1 of each year to be used for Association business consistent with the current release time program, Departmental rules and Departmental approval process. These rules include at a minimum that release time shall not result in overtime or back-fill obligations, and that the Chief of Police has the right to deny Association release time for any reason. This Association release time does not accumulate and may not be carried over from year to year. This additional release time shall not continue past the expiration of this Agreement unless negotiated by the parties.

D. 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) 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. No matter shall be considered a grievance 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 a supervisor in 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 supervisor 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 or 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 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 Police receives the grievance. The Chief of Police 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 be resolved, the

aggrieved may appeal the decision of the Chief of Police to the City Manager 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 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 grievance has not been settled by the procedure described, the grievance 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 then in effect and in accordance with paragraph F below, or to advisory arbitration in accordance with paragraph G below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both.
- Step F - The City 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 Police Officers Association cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

E. Shift Bids

Effective August 31, 1998, within the Police Department, the original date of hire as a full-time, regular Daly City Police Officer will not be adjusted by any absence without pay in order to determine seniority when bidding watch assignments/days off and vacations. Such assignments will be made according to seniority as determined by the original date of hire as a full-time, regular Daly City Police Officer. Unless, per Daly City Police Departmental General Order #A-19, for operational needs the Chief of Police must "loan" a more senior officer to a specific watch schedule.

The City practice, tracked in Human Resources, of adjusting the hire date after five or more consecutive days of authorized leave without pay to determine eligibility for merit increase and service credit will remain unchanged.

F. Family Medical Leave

Effective February 8, 1999, qualifying absences of forty (40) hours or less, which are not part of a longer-term qualifying absence, will not be charged against eligible employees' Family Medical Leave Act/California Family Rights' Act entitlement.

G. Canine Unit

1. Equipment

The City will purchase a canine kennel for Police Officers assigned canines (up to \$500), pay for veterinary care, food, and miscellaneous supplies. Officers assigned canines will be allowed to drive their assigned City vehicle to their place of residence. The department will arrange for the canine vehicles interior to be detailed bi-yearly to maintain a healthy working environment for canine and handler. This detailing will include vacuuming and cleaning of all interior surfaces.

2. Off Duty Work

Police Officers assigned canines will be compensated for time spent in the care, feeding, grooming and other needs of the dog. Time spent by Officers for off duty care is considered hours worked pursuant to their Fair Labor Standards Act. Officers assigned canines will be compensated for three (3) hours per week in the care of the canine. Time spent by Officers in excess of three (3) hours per week shall be considered as normal canine owner activities for the enjoyment of the Officer and the canine. Officers who exceed three (3)

hours of actual care during a week shall request compensation via the canine unit supervisor with an explanation for additional time (ie. veterinary care).

3. Assignment

Officers assigned to the Field Operations Bureau will bid for canine shifts and vacation by seniority. Vacation or compensatory time off outside of the watch change bidding process will be based on the canine officer's primary team only. It is agreed between the parties there shall be no less than one (1) canine officer for call out unless mutually agreed upon advance.

H. Temporary Schedule Changes

Shift bidding shall continue to be governed by Article V ("Administrative Provisions"), Subsection E ("Shift Bids"). However, in the event the Department requires an employee to temporarily modify his/her shift or his/her assignment to accommodate training, pre-planned special operations, or any other circumstances that are temporary in nature (i.e. lasting for less than one pay period), the Department shall provide such employees with written notice of such change, at least 14 calendar days prior to effective date of temporary change. Employees shall then work the temporary work schedule at his/her regular rate of pay, or the regular rate of pay for the shift/assignment to which s/he is assigned, whatever is higher.

Alternatively, the Department may require such employees to modify their respective schedules with less than 14 calendar days notice, and compensate such employees at the rate of time and one-half {based upon the higher rate of pay for either the employee's regular shift/assignment, or the temporary shift/assignment) for all hours worked within 14 calendar days of receiving written notice of the change from the Department. Employees shall then receive compensation in the manner described herein above for all remaining scheduled shift hours associated with the temporary change.

Nothing in this Side Letter of Agreement shall obligate the Department to compensate an employee at the rate of time and one-half to accommodate a temporary shift/assignment modification requested by the employee. Moreover, nothing in this Side Letter of Agreement shall obligate the department to compensate an employee at the rate of time and one-half to accommodate a temporary shift/assignment modification requested by the Department, if the employee voluntarily agrees to such modification with the express understanding that s/he will not receive overtime compensation in exchange for authorizing the temporary shift/assignment modification with less than 14 calendar days notice. Such understanding should be in writing (including email).

Nothing in this policy shall be interpreted to prevent the Department from mandating schedule changes in the event of exigent circumstances (e.g. riots, protests and other similar event of civil unrest, and earthquakes, fires, and other similar natural disasters).

ARTICLE VII – GENERAL PROVISIONS

A. Composite Summary MOU

The City agrees to bring forward language from prior MOU's between the Police Officers Association and the City into a Composite Summary MOU subject to the following:

1. Language which provides for the City to recommend revisions of The Rules and Regulations to the Personnel Board shall not be retained from year to year once the revision has been made.
2. Language which describes matters which are no longer current terms and conditions of employment shall not be included in the Composite Summary MOU.
3. Provisions which have subsequently been modified by agreement of the parties shall be set forth in its current form only.

B. Safety

The Association will take affirmative actions to encourage individual safety practices by members, particularly as regards vehicular operations, and jointly cooperate with the City in any approved safety programs addressing the reduction of injuries or vehicular accidents on the job.

C. Court Time

Police Officers who are required to be present in court during their off duty hours for criminal and traffic cases arising from the performance of their duties, shall be compensated at time and one-half for the actual hours present in court and, that for appearances when the actual time is four (4) hours or less, the compensation will be four (4) hours at time and one-half. Compensation for court appearances is exclusively reserved for court related activities. The Court time minimum shall not apply when the court appearance commences during an officer's regularly scheduled shift and continues beyond the officer's end of shift. The City shall provide up to a maximum of three (3) hours pay at straight time to off-duty Police Officers who "stand by" to appear in court in performance of their duties for criminal and traffic cases at the direction of the District Attorney's Office. If an off-duty Police Officer is required to actually be present, the provision for the four (4) hour minimum pay at time and one-half will replace the Standby Time in full as described above. The City and the Police Officers Association may evaluate this procedure during the term of the agreement and must mutually agree to modify or eliminate same if it creates unforeseen problems to the City or Police Officers.

Employees on telephone standby must confirm at the end of each week whether or not they are to remain on telephone standby the following week, or if they are released from telephone standby. This confirmation should be either verbal or electronic communication with the DDA.

D. Compensatory Time Pay-Out Practice

The “Request for Pay Form” attached, as Appendix B, which reflects the payout practice currently being followed in the Police Department, will continue to be used during the duration of this Memorandum of Understanding.

E. Mandatory Direct Deposit: All employees will participate in mandatory direct deposit for payroll.

F. 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. Nothing would be changed of an economic nature (mandatory economic subject of bargaining) without mutual agreement of the parties.

G. Training Offset Time

Effective January 1, 2018, Officers shall be provided a bank of fifty (50) hours of Training Offset Time every two (2) years. Training Offset Time shall be used to supplement training hours where a scheduled training assignment does not meet or exceed the officer’s regular work shift(s) (e.g., The employee’s regularly scheduled work day is 12.5 hours and he/she attends a 10 hour training course. The employee may use 2.5 hours of Training Offset Time to avoid any loss of compensation resulting from the reduced hours). Training Offset Time shall be counted as hours worked for all payroll purposes.

Training Offset Time may not be used in conjunction with in-house training or firearms qualifications. No more than one-half of an officer’s shift may be compensated using Training Offset Time (e.g., for an employee assigned to 10 hour shifts, no more than five (5) hours of Training Offset Time can be used for any one event.)

Training Offset Time may not be cashed out, or used for any other purpose other than the circumstances described above. At the end of the two (2) year period, the Training Offset Time balance will be restored to fifty (50) hours. No employee may have a Training Offset Time balance of more than fifty (50) hours.

When necessary, Department supervisory staff may deny an employee’s request to utilize Training Offset Time due to an operational need.

ARTICLE VIII – 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 July 1, 2019 through June 30, 2022.

ARTICLE IX – COOPERATION BETWEEN PARTIES

- A. The Association and its members agree to actively pursue and jointly cooperate with the City to increase performance and productivity on the job.
- B. 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 fully respect the rights, obligations and privileges reserved to the other by such rules, regulations and laws. The Association agrees 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, 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.

ARTICLE X – SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Daly City Police Officers Association:

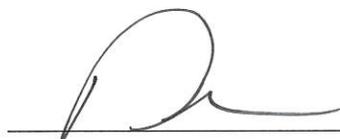
STAFF REPRESENTATIVES OF THE
CITY OF DALY CITY:

REPRESENTATIVES OF THE
DALY CITY POLICE OFFICERS ASSOCIATION:



Natalie Sakkal

8/2/19
Date



Peter Hoffmann

7/29/2019
Date



Lee Aquila

8/1/2019
Date

APPENDIX A – SALARY SCHEDULE

POLICE OFFICER BIWEEKLY SALARIES

Effective July 13, 2019

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
BASE SALARY	\$ 3,752.70	\$ 3,940.34	\$4,137.36	\$ 4,344.22	\$ 4,561.43
EDUCATION:					
Intermediate Certificate 4%	\$ 150.11	\$ 157.61	\$ 165.49	\$ 173.77	\$ 182.46
OR					
Advanced Certificate 7%	\$ 262.69	\$ 275.82	\$ 289.61	\$ 304.10	\$ 319.30
Senior Officer (20 Years)	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15
Police Officer Trainee	\$ 44.56				

APPENDIX A-1 – SALARY SCHEDULE

POLICE OFFICER BIWEEKLY SALARIES

Effective July 11, 2020

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
BASE SALARY	\$ 3,940.34	\$ 4,137.36	\$4,344.22	\$ 4,561.43	\$ 4,789.51
EDUCATION:					
Intermediate Certificate 4%	\$ 157.61	\$ 165.49	\$ 173.77	\$ 182.46	\$ 191.58
OR					
Advanced Certificate 7%	\$ 275.82	\$ 289.61	\$ 304.10	\$ 319.30	\$ 335.27
Senior Officer (20 Years)	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15
Police Officer Trainee	\$ 46.79				

APPENDIX A-2 – SALARY SCHEDULE

POLICE OFFICER BIWEEKLY SALARIES

Effective July 10, 2021

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
BASE SALARY	\$ 4,137.36	\$ 4,344.22	\$4,561.43	\$ 4,789.51	\$ 5,028.98
EDUCATION:					
Intermediate Certificate 4%	\$ 165.49	\$ 173.77	\$ 182.46	\$ 191.58	\$ 201.16
OR					
Advanced Certificate 7%	\$ 289.61	\$ 304.10	\$ 319.30	\$ 335.27	\$ 352.03
Senior Officer (20 Years)	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15	\$ 46.15
Police Officer Trainee	\$ 49.13				

POLICE OFFICER SUPPLEMENTAL ASSIGNMENTS

<u>ASSIGNMENT</u>	<u>Biweekly</u>	<u>Monthly</u>
Police Juvenile/Community Officer	\$161.54	\$350.00
Police Station Supervisor	\$57.69	\$125.00
Police Detective Division (Investigations/Task Force/Crime Suppression Unit)	\$161.54	\$350.00
Canine Unit	\$161.54	\$350.00
Range Master (Full Time)	\$161.54	\$350.00
Police Motorcycle Officer	\$161.54	\$350.00

<u>FIELD TRAINING OFFICER</u>	<u>PREMIUM PAY</u>
12.5 Hour Shift	1.56 Hours/Shift
10 Hour Shift	1.25 Hours/Shift
Eight (8) Hour Shift	1 Hour/Shift

APPENDIX B - REQUEST FOR PAY FORM

To: CITY MANAGER
City of Daly City

Date: _____

Subject: Request for Cash Payment for Accumulated Time

A. I request to be paid for _____ hours of "Other" accumulated time presently due me.

Name _____

Signed: _____

Approved – Department Head

Approved - City Manager

Distribution after approved by City manager:

oc: Payroll

cc: Chief's Office

Distributed on _____

Revised: 1/2014

DCPD – 39

APPENDIX B –
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 to 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, except hereinafter provided. 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 itself 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.

