

MEMORANDUM OF UNDERSTANDING

September 1, 2015 through August 31, 2017

Between the City of Daly City

and

Teamsters Local 856, Public Safety Dispatchers and Police Assistants

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Daly City (hereinafter, "City") and the bargaining representatives of the Teamsters Local 856 Public Safety Dispatchers and Police Assistants (hereinafter called "Union") and shall apply to all employees in the City working in the classifications of:

Police Assistant

Police Assistant II

Public Safety Dispatcher

Senior Police Assistant

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

ARTICLE I - AGENCY SHOP

A. Payroll Deduction

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

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

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B. Implementation of Agency Shop

1. The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.
2. Agency shop was affirmatively adopted by a secret ballot election held for all members of this bargaining unit on September 20, 1994. Such election was held and conducted by the State Department of Industrial Relations Mediation and Conciliation service, in accordance with the established rules and procedures of such an election as provided by the Mediation and Conciliation Service.
3. All new employees who are hired into classifications covered by this Memorandum of Understanding on or after the effective date of this Agency Shop provision as specified above shall at the time of hire execute an authorization for the payroll deduction of one of the options:
 - a. Become and remain a member of the Union, or
 - b. Pay to the Union an agency fee in an amount which may not always be less than but will never be more than an amount which may be lawfully collected under applicable constitutional, statutory, and case law made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria, subject to the limitations set in Section 2.d. below; or
 - c. Do both of the following:
 - i. Present to the Union a written declaration that the employee is a member of a bona fide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization, or presents a declaration that the employee registers a deep philosophical objection to joining or financially supporting a public employee organization; and
 - ii. Pay a sum equal to the agency fee described above to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.
 - d. This agreement applies only to the collection of agency fees, union dues and/or authorized alternative charitable donations, and does not apply to the collection of fines, special assessments, penalties, labor action contributions, legislative support contributions, or other such charges.
4. It shall be the duty and responsibility of the Union to notify all members of the bargaining unit, to and including new employees and re-assigned members who become members of this bargaining unit, of their agency shop participation, financial obligations, and religious, conscientious and/or philosophical options.
5. The City shall, in all appropriate cases, implement a mandatory deduction from pay bargaining unit member for failure to fulfill their obligations under agency shop.

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6. The Union shall provide the City with a copy of the Union's administrative procedure and appeal process for the determination and protest of its agency fees. The Union shall provide a copy of said administrative procedure and appeal process to every agency fee payor covered by this Memorandum of Understanding as provided in Sections C.2 and D.2.c., and annually thereafter, and as a condition to any percentage change in the agency fee, or upon request by any agency fee payor in this bargaining unit.
7. If after all other involuntary and insurance premium deductions are made in any pay period, including medical insurance, Medicare, tax withholding, garnishment, judgment or governmental levy, and the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period. The City shall not hold over or accrue insufficient agency fee payments to other pay periods.
8. The provisions of this Section shall not apply during periods that an employee is separated from the bargaining unit, but shall be reinstated upon the return of the employee to the bargaining unit. For the purpose of this Section, the term separation includes transfer out of the bargaining unit, layoff, and leave of absence without pay. All other legal and required deductions have priority over agency fee deductions.
9. Annually, the Union shall provide the Director of Human Resources with copies of the financial report which the Union annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

C. Compliance

1. New Employees

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

2. Current Employees

- a. An employee employed in a bargaining unit that has been granted Agency Shop in accordance with Section B. above in a job class or position covered by this Memorandum of Understanding shall be provided by the City with an "Employee Authorization for Payroll Deduction" form.
- b. If the form authorizing payroll deduction is not returned to the Director of Finance within thirty (30) calendar days after receipt of notice of the Agency Shop provision and the "Employee Authorization for Payroll Deduction", the Director of Finance shall so

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notify the Union, providing the employee's name, address, classification, and department. The Union may then, in writing, direct that the City withhold the agency fee from the employee's salary, in which case the employee's bi-weekly salary shall be reduced by an amount equal to the agency fee and the City shall pay that amount withheld to the Union.

- c. Within ten (10) working days of the date current employees submit their Employee Authorization for Payroll Deduction, the Union shall provide to the City confirmation that it has furnished each agency fee payor with a copy of the Union's administrative procedure and appeal process.

3. New and Current Employees

The Union shall inform the members of this bargaining unit that the Agency Shop provisions of this Section may be revoked by the bargaining unit membership in the manner provided under Section 3502.5(b) of the California Government Code.

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

ARTICLE II - SALARIES

A.

- Effective September 12, 2015, the City agrees to eliminate the 3.7% compensation concession. The elimination of this concession shall be implemented by maintaining the current employee contribution towards the employer's share of PERS and restoring 4.4% towards salary.
- Effective September 12, 2015, bargaining unit members shall receive an on-going one percent (1%) salary increase.
 - Equity Adjustment: Effective September 12, 2015, an on-going one and one-half percent (1.5%) salary increase for all bargaining unit members. (See Appendix A)
 - Effective January 2, 2016, bargaining unit members shall receive an ongoing one percent (1%) salary increase. (See Appendix A-1)
 - Effective September 10, 2016, bargaining unit members shall receive a three percent (3%) salary increase. (See Appendix A-2)

- B. The City will continue to make available the IRC Section 414(h) 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 III - BENEFITS

A. Medical Insurance Benefits

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

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

Employee	up to \$762.89
Employee + 1	up to \$940.55
Employee + Family	up to \$940.55

B. Cafeteria Plan Allowance

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

The City agrees to offer the Teamsters Union Local 856 Health and Welfare Packages as an option available to Union members, as an alternative to the City of Daly City's health and welfare benefits.

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

No Coverage:	\$225.00
Employee Only:	\$50.00
Employee + 1:	\$175.85
Employee + Family:	\$387.28
Teamsters:	\$1327.83

The City will increase monthly Cafeteria Plan Allowance by \$150.00 per month to all eligible members effective January 2016 the monthly cafeteria allowance shall be:

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No Coverage:	\$375.00
Employee Only:	\$200.00
Employee + 1:	\$325.85
Employee + Family:	\$537.28
Teamsters:	\$1477.83

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

- City-sponsored dental/orthodontic insurance (if not selecting the Teamsters option)
- City-sponsored life insurance (\$50,000)

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

- Medical Insurance offered by the City through the PERS Health Benefits Administration
- Teamsters Union Local 856 Health and Welfare Packages
- Long Term Disability Insurance offered by the City

City agrees to offer the Teamsters Union Local 856 Health and Welfare Packages, as an option available only to Union members, as an alternative to the City of Daly City's health and welfare benefits.

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

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

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

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

Domestic partners will be afforded coverage in accordance with CalPERS or Teamsters 856 Trust Fund plan rules and regulations. (Please see the provider's plan description for details.)

The Teamsters 856 Trust Fund will determine eligibility for those employees who elect to receive benefits through the Teamsters 856 Trust Fund.

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- C. Vision Reimbursement Program: Effective June 9, 2008 and each calendar year thereafter, employees and their dependents are eligible for a maximum reimbursement of \$150.00 per year for frames or lenses. The reimbursement may be requested every 12 months.
- D. Section 125: During the term of this agreement, Section 125 of the Internal Revenue Code provisions shall continue to be made available to affected employees.
- E. Training Supplement
1. Police Assistants and Public Safety Dispatchers assigned to train other Police Department employees (including Police Assistants, Public Safety Dispatchers and Police Officers) shall receive one hour of compensatory time for each eight (8) hours of training and pro-rated after eight (8) hours of training, if applicable. The employee may elect to receive equivalent cash payment in lieu of compensatory time off.

The Police Assistant Job Specification may be revised to include training duties. This revision would be subject to Personnel Board and City Council adoption.

The Public Safety Dispatcher Specification may be revised to include training duties. This revision would be subject to Personnel Board and City Council adoption.
 2. Reopener - At the City's written request, the M.O.U. between the City and Teamsters Local 856 may be reopened for the sole purpose of discussing Public Safety Dispatchers' Training.
- F. Uniforms
1. Effective October 1, 2011, the City agrees to provide an annual uniform allowance of \$800.00 for employees in the classification of Police Assistants. Uniform allowance is paid twice a year on February 1st and on August 1st.
 2. Effective June 24, 2002, the City agrees to reimburse newly hired Police Assistants for the initial uniform purchase of two (2) shirts, two (2) pants, one (1) jacket and one (1) cap after authorization of purchase by the Chief of Police or designee and upon presentation of the invoice.
- G. Bilingual Supplement Pay: A maximum of six (6) assignments will be designated for bilingual supplemental pay at the rate of \$100.00 per month effective January 2016. To be eligible for such designation, employees must achieve certification of fluency through the Human Resources Department. Only certified fluency in Spanish, American Sign Language, Tagalog, or a common dialect of Chinese will be considered for bilingual supplemental pay.

The Chief has absolute discretion to designate those Public Safety Dispatchers and Police Assistants who will receive bilingual supplemental pay assignments.
- H. Longevity Pay - Those in the classification of Public Safety Dispatcher and Police Assistant who have completed twenty (20) years of service as Public Safety Dispatchers or Police Assistant with the City of Daly City will 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.

ARTICLE IV - RETIREMENT

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

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

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

- Section 20037 - Final Compensation Three Year
- Section 21335 – Annual Cost-of-Living Allowance Increase (3%)
- Section 20965 – Credit for Unused Sick Leave
- Section 21573 - 1959 Survivor Benefit Level 3 for affected employees
- Section 7522.20 - 2% @ Age 62
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21024 – Military Service Credit as Public Service
- Section 21620 - \$500 Retired Death Benefit

Employees in this group will maintain the current employee contribution of 5.41% towards the employer's share of the PERS contribution.

Cost Sharing - Effective September 2016, bargaining unit members shall pay (.75%) towards the employer share of the PERS contribution.

B. Retiree Medical

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

EE	up to \$940.55
EE + 1	up to \$940.55
Family	up to \$940.55

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 IV(C) is equal to the contribution to employees described in Article III (A).

ARTICLE V - ADMINISTRATIVE PROVISIONS

A. The City will honor requests for dues deductions from employees who are members of the Union.

B. Reprimands: City agrees to provide the union with copies of all written reprimands given to its members, provided that:

- The employees provide a written release in advance to the Human Resources Director,
- Copies supplied to the union at the same time as given to the employee,
- Union to designate an agent for service of such copies, and
- Applies only to written reprimands.

C. Letters of Reprimand:

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

1. The Letter of Reprimand is more than 4 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.
4. The Union will be provided a copy of the Letter of Reprimand.

D. Consolidation of Public Safety Dispatch Operations: The City continues to evaluate the feasibility of consolidating public safety dispatching operations with other jurisdictions. In the event it is found to be feasible and beneficial to provide such consolidated services, the City and the Union agree to meet and confer on related issues. Amendments may be incorporated into this MOU to reflect agreed upon changes.

The City shall provide Teamsters Local 856 with a completed copy of any consolidation study being conducted.

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E. Grievance Procedure: (See Appendix B)

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

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

- Step 1: No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Steward with the immediate supervisor who will attempt to settle the matter and the immediate supervisor shall render a decision within three (3) working days.
- Step 2: If any such grievance or complaint is not settled by the procedure above described, it shall within three (3) working days be set forth in writing by the Union and submitted to the Division Head. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the Division Head in an attempt to settle the matter. Within three (3) working days following such meeting, the employer shall give a written reply to the grievance.
- Step 3: If any such grievance or complaint is not settled by the procedure above described, it shall within thirty (30) working days be set forth in writing by the Union and submitted to the Department Head. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the Department Head in an attempt to settle the matter. Within three working (3) days following such meeting, the Employer shall give a written reply to the grievance.
- Step 4: If any such grievance or complaint is not settled by the procedure above described, it shall within three (3) working days be set forth in writing by the Union and submitted to the City Manager. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the City Manager in an attempt to settle the matter. Within three (3) working days following such meeting, the Employer shall give a written reply to the grievance.
- Step 5: If any such grievance has not been settled by the procedure described, the grievance may within seven (7) working days be submitted to the Personnel Board, if eligible under the Rules and Regulations then in effect and in accordance with Step 6 below, or to advisory arbitration in accordance with Step

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7 below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both

Step 6: 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 7: Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step 4, 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 4 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 an 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 Teamsters Local 856 Public Safety Dispatcher and Police Assistant Unit cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

- F. Effective August 28, 2006, the City and Union agree to a joint labor/management committee comprised of three (3) Police Department Managers appointed by the Chief of Police and three (3) employee representatives, one an officer of the Union, one Public Safety Dispatcher and one Police Assistant both appointed by the employee organization. The committee will normally meet monthly, or on some other mutually agreeable schedule, on a date and at a time and location mutually agreed to by both parties. Agenda items shall be submitted three (3) working

days prior to the meeting. The purpose of the meetings will be to discuss ongoing issues of mutual concern. This committee is not a substitute for meet and confer, nor does it have the authority to modify the Memorandum of Understanding.

ARTICLE VI - HOURS AND OVERTIME

- A. When practicable, the City agrees to not require Public Safety Dispatchers and Police Assistants to work in excess of twelve (12) hours during any twenty-four (24) hour period. The determination whether or not a Public Safety Dispatcher or Police Assistant will be required to work in excess of twelve (12) hours during any twenty-four (24) hour period shall be made by the Police Chief or his designate. (In most cases for practical purposes, the Watch Commander.)
- B. When practicable, each of the following provisions will be implemented for Public Safety Dispatchers or Police Assistants who may be requested to work overtime 1) shall be given one (1) hour advance notice of such overtime period; 2) and may be given a fifteen (15) minute paid break prior to the start of such overtime work. Determination as to who will carry out the above provision shall be made by the Chief of Police or his designate.

All overtime will be filled in the order of Seniority. Full-time dispatchers will have the first right to sign up for available/overtime shifts. Only after the full-time dispatchers have signed will the per diem dispatchers be allowed to fill the shifts. No overtime slots are to be filled in advance by the administration, unless full-time dispatchers (in order of seniority) are given "the first right of refusal" to the overtime.

Mandatory overtime will be assigned on a rotational basis. The employee with the least amount of seniority will be assigned first.

- C. When practicable, the Public Safety Dispatchers and Police Assistants shall receive two (2) uninterrupted paid fifteen (15) minute breaks, away from their work stations, one to be taken in the first half of the eight-hour work shift, and one to be taken in the second half of the eight-hour work shift. Determination as to who will carry out the above provision shall be made by the Chief of Police or his designate. (Usually, for practical purposes, the Watch Commander.)
- D. When practicable, Public Safety Dispatchers and Police Assistants shall be given an uninterrupted thirty (30) minute unpaid lunch period, to be away from their work station. Determination on the above shall be made by the Chief of Police or his designate. (Usually, for practical purposes, the Watch Commander.) In the event that an employee is required to work through this meal break, the employee shall be compensated at the appropriate rate of pay.
- E. Police Assistants Lunch
- In lieu of the City paying overtime for business-related interruptions during lunch breaks, the Police Assistants will receive a thirty minute paid lunch break. The Department shall provide a lunch policy no later than September 1, 2014.

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F. Shift Bids

For purposes of determining seniority of Public Safety Dispatchers and Police Assistants when bidding shift assignments/days off and vacations, no adjustment to length of service shall be made for any absence without pay. 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.

G. Shift Schedule

Except in cases of operational need, there will be a semi-annual watch change. The watch change will occur between the first and 15th day of March and of September. The Police Department shall post a list of shift assignments, which shall include the starting times of each shift and days off for each assignment. Public Safety Dispatchers and Police Assistants shall request a desired shift assignment and shall be awarded shift assignments on the basis of seniority and the availability of shifts. If a shift assignment/day-off change becomes necessary at times other than the semi-annual interval, Public Safety Dispatchers and/or Police Assistants shall be notified at least 72 hours in advance of implementation. If not given such notice, all hours worked on the changed shift (until 72 hours from notice) shall be compensated at the rate of time and one half of the employee's hourly rate of pay. The 72-hour notice requirement shall not apply to shift changes resulting from the Police Department not having 72 hours' notice of the need to replace an employee. Sign up shall be done by the appropriate Division Commander or designee.

H. Shift Trades

1. Shift trades are a privilege, not a right, and are subject to written approval.
2. All requests for trade of shifts are to be submitted in writing to the Watch Commander on such form as prescribed by the Daly City Police Department (DCPD). Written determination of requests for trade of shift will be returned to the requesting employee(s) no later than 72 hours after receipt of the prescribed form.
3. Any request for shift trade submitted on the DCPD prescribed form less than 72 hours prior to the actual trade will be considered an "Emergency" request. Emergency requests will be evaluated on a case-by-case basis, but are still subject to written approval.
4. All "pay backs" are to be made within 60 days of the original trade.
5. Affected classifications must make all "pay backs" in the same time increments as the original trade except that paybacks of eight (8) hours can be made in no less than two 4-hour increments.

I. Alternate Work Schedules

The City and Union agree to cooperatively discuss and, under direction of the department head with concurrence from the City Manager, may implement pilot programs on alternative work schedules during the term of the agreement. Such programs shall be reviewed and evaluated by the department head at least every six months to determine continuation or

necessary changes. Evaluation shall include discussion with affected employees. Policy details and or determination of continuation of the alternate work schedule shall be negotiated with the Union.

See Appendix F regarding twelve (12) hour alternate work schedule.

ARTICLE VII - GENERAL PROVISIONS

- A. No Discrimination: Neither the City nor the Union shall discriminate for or against any employee or applicant for employment or Union membership on account of race, religion, national origin, sex, age, ancestry, color, sexual preference, religious creed, physical or mental disability which does not prevent an employee from meeting the minimum standards established.
- B. Labor/Management Committee:
1. Personnel Rules: The City and the Association will continue to meet and confer on changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed. Appendices in the MOU that are outdated due to the revision of Personnel Rules will be deleted subject to mutual agreement.
 2. Comp Time Off, Shift Sign Up and Stand-By Practices for Dispatchers: A departmental labor-management subcommittee will discuss practices related to compensatory time off and stand by pay for Public Safety Dispatchers.
 3. Workers Compensation Temporary Disability Limits: Daly City Municipal Code Chapter 2.44 will be revised and amended to provide temporary disability benefits in accordance with Labor Code sections 4653 through 4657. The Parties will work on updating contract language.
- C. Police Assistant II Classification: The City shall establish a Police Assistant II classification. The Police Assistant II job specification shall include, but will not be limited to the following special assignments:
- Community Services Officer
 - Lab/Property Officer
- The top step of the Police Assistant II classification shall be at least 5% above the top step of the Police Assistant Classification.
- The top step of the Senior Police Assistant classification shall be the same step as the top step of the Police Assistant II classification.
- Police Assistant I shall be eligible for Temporary Assignment Pay when assigned to Court Officer or Property Officer duties.
- D. Disciplinary Appeal Procedure:

See Appendix C.

E. Reclassification Process:

See Appendix D.

F. Mandatory Direct Deposit:

All employees will participate in mandatory direct deposit for payroll (including all compensation and reimbursements).

G. Effective following ratification and approval a one-time payment of \$1,000 per member shall be provided to all bargaining unit members.

ARTICLE VIII - DISABILITY INSURANCE

A. Long Term Disability - The City agrees to continue to provide a Long Term Disability Plan to provide sixty-six and two-thirds percent (66-2/3%) of salary to a maximum of \$4,000 per month after a 60-day waiting period and exhaustion of accumulated sick leave. Effective October 1, 1995, the City shall continue to contribute \$26.50 per month toward the plan. Further, the City agrees to increase its contribution by 80% of any increase in the plan during the term of this agreement.

B. State Disability Insurance - The City shall continue to contract with the State of California to make available the State Disability Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contributions and there shall be no contribution by the City toward State Disability Insurance.

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

ARTICLE IX - HOLIDAYS

A. Holidays for affected classifications shall be observed on the following days provided that an employee is in a paid status on the days immediately preceding and following the observed holiday:

New Year's Day, January 1	Veteran's Day (City)
Martin Luther King, Jr., Holiday	Thanksgiving Day
President's Birthday (City)	Day after Thanksgiving Day
Memorial Day (City)	December 24 (four hours)
Independence Day, July 4	Christmas Day, December 25
Labor Day (City)	December 31 (four hours)

- B. Public Safety Dispatchers who are assigned and actually work on the holidays as enumerated above will receive premium pay or compensatory time at a rate of time and one-half for actual time worked.
- C. City will continue to provide affected employees two hours of personal leave to be taken any time during the calendar year that is agreeable to the employee and the employee's department head. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

ARTICLE X - VACATION

Effective July 15, 1994, affected classifications began accruing vacation at a rate reflecting three (3) additional days per scheduled year in exchange for eliminating the Admission Day, Columbus Day, and Birthday holidays. 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	13 days
5 through 12	18 days
13 through 20	23 days
21 or more	28 days

ARTICLE XI – LEAVES

For purposes of this “Leaves” section, a workday is defined as eight (8) hours.

A. Sick Leave

Pursuant to The Rules and Regulations of the Classified Service, Rule XVII, Leaves of Absence, Section 6, affected classified “full-time employees shall accrue sick leave at the rate of twelve (12) working days* per year. Unused sick leave may be accrued for succeeding years up to a maximum of two hundred (200) working days.” Also, Rule XVII Leaves of Absence, Section 6, “Sick leave shall not be considered as a right which may be used at the employee’s discretion, but a privilege which should be allowed only in case of necessity and actual illness, disability, and as required by law.” The sick leave maximum accrual of 200 days shall not apply to affected classifications. However, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death, or abolishment of position remains at a cash value not to exceed 100 days of pay.

B. Bereavement Leave

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

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

C. Jury Duty

See Rules and Regulations of the Classified Service - Rule XVII Leaves of Absence.

D. On-the-Job Injury Leave

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

SECTION 9 ON-THE-JOB-INJURY INJURIES LEAVE

(a) Conditions

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

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

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

3. If after receiving 365 calendar days of Injury Leave pay as provided above the employee remains eligible for Temporary Disability benefits as provided in the California Workers'

Compensation Act, the employee shall be placed in an authorized leave without pay status and shall receive Temporary Disability benefits directly from the City's Workers' Compensation Claims Administrator or Insurer, at the State mandated rate.

ARTICLE XI - COURT TIME

Affected employees who are required to be present in court during their off-duty hours for 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 two hours or less, the compensation will be two hours at time and one-half. The City agrees to provide up to a maximum of three (3) hours pay at straight time to off-duty Public Safety Dispatchers or Police Assistants 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 Public Safety Dispatcher or Police Assistant is required to actually be present, the provision for the two (2) hour minimum pay at time and one-half will replace the Standby Time in full as described above. The City and the Union 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, Public Safety Dispatchers or Police Assistants.

ARTICLE XII - COOPERATION BETWEEN PARTIES

- A. It is hereby agreed by the parties that this Memorandum of Understanding provides for the amicable adjustment of wages, hours and conditions of employment. Each party hereby gives full faith and recognition to the Rules and Regulations of the Classified Service, the City Code of the City of Daly City, and the laws of the State of California (including equal employment and fair employment statutes), and shall fully respect the rights, obligations, and privileges reserved to the other by such rules, regulations and laws. The Teamsters Local 856 Union agrees that during the term of the Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slow-downs, interruption of the normal conduct of the City's business, or any other job action by any of its members. The City agrees that during the term of this Memorandum of Understanding it will not engage in any lockout of its employees.
- B. The Union agrees to jointly cooperate with the City in increasing communications between the employees and the supervisors, and to improve performance and productivity. The City and the Union recognize the importance of employee involvement in the operations of the City.

ARTICLE XIII – DURATION

- A. Those provisions not specifically modified by this Memorandum of Understanding shall remain in full force and effect for the term of this agreement.

- B. Except as specifically provided, the effective date of this Memorandum of Understanding is upon City Council adoption.
- C. The term of this Memorandum of Understanding shall be from September 1, 2015 through August 31, 2017.

ARTICLE XIV - SIGNATORIES

Signatories of this Memorandum of Understanding between the City of Daly City and Public Safety Dispatchers and Police Assistants.

REPRESENTATIVES FOR THE CITY OF DALY CITY:

REPRESENTATIVES FOR TEAMSTERS LOCAL 856 PUBLIC SAFETY DISPATCHERS AND POLICE ASSISTANTS:



Shawanna Maltbie

5/23/16

DATE



Peter Finn

5/18/16

DATE

APPENDIX A - BIWEEKLY SALARY SCHEDULE D

TEAMSTERS 856 - POLICE ASSISTANTS
 AND PUBLIC SAFETY DISPATCHERS

Effective September 12, 2015

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
RANGE 20D A-Police Assistant I	2041.00	2143.05	2250.20	2362.71	2480.85
RANGE 27D A-Police Assistant II A-Senior Police Assistant	2142.84	2249.98	2362.48	2480.60	2604.63
RANGE 33D A-Public Safety Dispatcher	2693.82	2828.52	2969.94	3118.44	3274.36
Dispatcher and Public Safety Dispatcher Longevity (20 years)	46.15	46.15	46.15	46.15	46.15

APPENDIX A-1 - BIWEEKLY SALARY SCHEDULE D

TEAMSTERS 856 - POLICE ASSISTANTS
 AND PUBLIC SAFETY DISPATCHERS

Effective January 2, 2016

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>D 020</u> A - Police Assistant I	2061.41	2164.48	2272.71	2386.34	2505.66
<u>D 027</u> A - Senior Police Assistant A - Police Assistant II	2164.26	2272.48	2386.10	2505.41	2630.68
<u>D 033</u> A - Public Safety Dispatcher	2720.76	2856.80	2999.64	3149.62	3307.10
Dispatcher and Police Assistant Longevity (20 Years)	46.15	46.15	46.15	46.15	46.15

APPENDIX A-2 - BIWEEKLY SALARY SCHEDULE D

**TEAMSTERS 856 - POLICE ASSISTANTS
 AND PUBLIC SAFETY DISPATCHERS**

Effective September 10, 2016

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>D 020</u> A - Police Assistant I	2123.25	2229.42	2340.89	2457.93	2580.83
<u>D 027</u> A - Senior Police Assistant A - Police Assistant II	2229.19	2340.65	2457.68	2580.57	2709.60
<u>D 033</u> A - Public Safety Dispatcher	2802.39	2942.50	3089.63	3244.11	3406.32
Dispatcher and Police Assistant Longevity (20 years)	46.15	46.15	46.15	46.15	46.15

APPENDIX B - GRIEVANCES AND APPEALS

The following Rule XIV of Daly City's Rules and Regulations of the Classified Service is attached hereto for informational purposes only.

GRIEVANCES AND APPEALS

SECTION 1 - Any employee in the Classified Service shall have the right to appeal to the Board to determine the employee's status under the Position Classification Plan. Such an appeal shall be made in writing and shall set forth:

- Statement of the employee's Classification;
- Complete statement of duties performed by the employee for the past sixty (60) days and the length of time performing each of said duties;

Statement of Classification claimed and reasons therefor.

SECTION 2 - Any employee in the Classified Service shall have the right to appeal to the Board relative to any situation connected with the employee's working conditions. Such an appeal shall be made in writing and shall set forth:

1. Brief statement of exact condition or conditions as to which complaint is made;
2. Date condition or conditions were drawn to the attention of the Department Head; and
3. What action, if any, the Department took or any reason given for refusing to act.

SECTION 3 - Any employee in the Classified Service shall have the right to appeal to the Board any situation affecting the employee's employment status as prescribed under the Code, or amendments thereto, except as to the judgmental decision which must be reached by City Management regarding whether or not the probationary period was successfully passed. (Rev. 8/23/76 - Res. #76-189)

SECTION 4 - Alternate procedures to those herein provided for appeal may be utilized for resolving grievances of City, employee or employee organization, if such alternate procedure is established by written Memorandum of Understanding by and between City and employee organizations. (Rev. 11/23/68 - Res. #4168)

APPENDIX C - DISCIPLINARY APPEAL PROCEDURE

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

A. Personnel Board Appeal Hearing

1. If, within the five (5) day appeal period, the employee involved does not file an appeal, unless good cause for failure is shown, the action of the City Manager or Department Head shall be considered final and binding.
2. If, within the five (5) day appeal period the employee files an appeal as specified in the Letter of Disciplinary Action by sending a letter to the City Manager and copy to the Director of Human Resources, the City Manager shall instruct the Director of Human Resources to request the Personnel Board set an appeal hearing.
 - a. 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.
 - b. All hearings shall be open unless the employee requests a closed hearing.
 - c. 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.
 - i. 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.
 - ii. The Chairperson of the Personnel Board shall rule on the admission or exclusion of evidence.
 - iii. 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
 1. Oral evidence shall be taken only under Oath.
 2. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:
 3. The City shall be permitted to make an opening statement.
 4. The employee shall be permitted to make an opening statement.
 5. The City shall present its case in chief.
 6. The employee may then present a defense and offer evidence in support.
 7. 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
 8. Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.
 9. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.
 10. 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.
 11. 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.

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

APPENDIX D - PROCESS FOR RECLASSIFICATIONS

1. During November, December and January of each year, an employee may request once every thirty-six (36) months, a reevaluation of his/her job based on:
 - significant changes in job content and/or
 - significant discrepancies between job content and classification description, and/or
 - a pay range that is significantly below labor market rates or below internal equity for the job title and/or responsibilities assigned.

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

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

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

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

3. If an employee does not agree with Human Resources' draft recommendation, they can request a meeting with Human Resources within ten (10) days of receiving the determination. The Human Resources Director will respond in writing with the final recommendation no later than ten (10) days after this meeting.
4. The final recommendation will be communicated via a memo with any supporting documentation from Human Resources to the City Manager. All recommendations are subject to the City Manager's approval. In addition to the City Manager's approval, reclassifications may be subject to approval by the Personnel Board and/or City Council.

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