COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY
and
TEAMSTERS UNION LOCAL 856—SAFETY INSPECTORS
August 1, 2017 through July 31, 2019

The adjustment to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the staff representatives of the City of Daly City (hereinafter called "CITY"), and the representatives of the Teamsters Union Local 856—Safety Inspectors hereinafter called Union and shall apply to all the employees in the CITY working in the classification of Safety Inspector.

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

ARTICLE 1 – RECOGNITION

Union is recognized as exclusive representatives pursuant to the City of Daly City Employer-Employee Relations Resolution for all employees assigned to the classification of Safety Inspector.

ARTICLE 2 – NO DISCRIMINATION

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

ARTICLE 3 – BARGAINING UNIT SECURITY/AGENCY SHOP

A. Dues Deduction

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

B. 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 Union.

2. All employees within this bargaining unit shall:
   a. Become and remain a member of the Union, or
   b. Pay 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.
   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.

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 specified in Section 2. a., b., and c. above.

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 for all employees within this bargaining unit for Union dues, agency fees or exemption donations. However the City shall not be required to dismiss or otherwise discipline any bargaining unit member for failure to fulfill their obligations under agency shop.

6. The Union shall provide the City with a copy of the Teamsters 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 Section C.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 Bargaining Unit annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Safety Inspector'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

   a. The City shall furnish the Union with copies of "Employee Authorization for Payroll Deductions" documents related to Agency Shop or Bargaining Unit Dues Deductions executed by new employees. Within ten (10) working days of hire, the City shall provide the names of the new employees in this bargaining unit to the Union. The Union shall furnish all agency fee payors with copies of the Safety Inspector'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 notify the Union, providing the employee's name, address, classification, and department. The Union may then, in writing, direct that the City withhold the agency
fee from the employee's salary, in which case the employee's biweekly salary shall be reduced by an amount equal to the agency fee and the City shall pay that amount withheld to the Union.

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

3. New and Current Employees

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

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

E. List of Employees

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

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

ARTICLE 4 – ACCESS TO PERSONNEL FILES

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

ARTICLE 5 - SALARIES

A. Effective August 12, 2017, the parties agree to a three percent (3%) cost of living increase.
   (See Appendix A).

B. Effective August 11, 2018, the parties agree to a three (3%) percent cost of living increase.
   (See Appendix A-1).

ARTICLE 6 - BENEFITS

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

A. Medical Insurance Benefits

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

   The City’s monthly contribution to CalPERS for each eligible active employee for the
   purchase of medical insurance will be:
   
   \begin{align*}
   & \text{EE} \quad \text{up to } \$762.89 \\
   & \text{EE + 1} \quad \text{up to } \$721.54 \\
   & \text{Family} \quad \text{up to } \$948.13
   \end{align*}

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.
Effective January 1, 2017, 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: $375.00
- Employee Only: $200.00
- Employee + 1: $544.86
- Employee + Family: $529.70
- Teamsters: $1477.83

The City will increase the monthly cafeteria plan by $100.00 per month to all members beginning January 1, 2018. For The monthly cafeteria allowance will be:

- No Coverage: $375.00
- Employee Only: $300.00
- Employee + 1: $644.86
- Employee + Family: $629.70
- Teamsters: $1577.83

The City will increase the monthly cafeteria plan by $50.00 per month for those employees enrolled in a City medical or Teamsters Health & Welfare plan effective January 1, 2019. The monthly cafeteria allowance will be:

- No Coverage: $375.00
- Employee Only: $350.00
- Employee + 1: $694.86
- Employee + Family: $679.70
- Teamsters: $1627.83

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:

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

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 6, Section A, any difference between the City’s maximum monthly contribution to CalPERS under Article 6, 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 of $375.00.

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 partner will be afforded in accordance with CalPERS or Teamsters 856 Trust Fund plan rules and regulations. (Please see the providers’ 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.

C. Vision Reimbursement Plan: 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. Long Term Disability: Employees pay $21.00 in Fire Dues for long term disability.

E. Compensatory Time: Employees may accrue a compensatory time off balance up to a maximum of eighty (80) hours per calendar year.

F. Uniform Allowance: The City provides an annual uniform allowance of $750.00. Uniform Allowance is paid twice a year on February 1st and on August 1st.

G. Bilingual Pay: The City provides one hundred dollars ($100.00) per month bilingual pay to those affected employees who become certified eligible for such pay. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification for such pay.

H. Vacation: Effective in the first pay period which began after July 1, 1994, affected classifications began accruing vacation at a rate reflecting three (3) additional days per scheduled year. This additional vacation accrual was in exchange for 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:

<table>
<thead>
<tr>
<th>Completed Years of Employment</th>
<th>Vacation Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 4</td>
<td>13 days</td>
</tr>
<tr>
<td>5 through 12</td>
<td>18 days</td>
</tr>
<tr>
<td>13 through 20</td>
<td>23 days</td>
</tr>
<tr>
<td>21 or More</td>
<td>28 days</td>
</tr>
</tbody>
</table>
ARTICLE 7 - HOLIDAYS

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

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Veteran's Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King, Jr. Birthday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Day after Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Eve (one-half day)</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>New Year's Eve (one-half day)</td>
</tr>
</tbody>
</table>

B. Affected employees shall receive the one-half day for Christmas Eve and New Year's Eve on the last regularly scheduled workday preceding the day observed as a Legal holiday for Christmas Day and New Year's Day.

C. If a holiday falls on a Sunday, such holiday will be observed on the Monday directly following the holiday. If a holiday falls on a Saturday, such holiday shall be observed on the Friday directly preceding the holiday. In the event that any of the holidays specified in Article 5 occur while an employee is on an authorized vacation, the holiday will not be charged to vacation. If an employee becomes sick during his/her vacation, such employee shall charge the period of illness against sick leave, provided that a doctor's certificate or personal affidavit is submitted prior to such charge against sick leave.

ARTICLE 8 – RETIREMENT

A. Pursuant to the Public Employees’ Retirement System 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 20024.2 – One Year Final Compensation
- Section 21574 – 1959 Fourth Level Survivor
- Section 21548 – Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21024 - Military Service Credit as Public Service
- 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 - 2.75% 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 2 Death Benefits
- Section 21024 - Military Service Credit as Public Service
- Section 21551 - Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - $500 Retired Death Benefit

Beginning on August 5, 2015, the bargaining unit employee contribution to the employer PERS contribution rate shall adjust to 5.25% for bargaining unit.

Effective August 13, 2016, bargaining unit employees shall pay an additional point seven five percent (0.75%) towards the employer share of the PERS contribution.

B. Retiree Health Savings Plan

The Union elects to eliminate their contribution to the Retirement Health Savings Plan.

C. 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 $601.76
- EE + 1 up to $603.80
- Family up to $703.28

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 8(F) is equal to the contribution to employees described in Article 6(A).

D. Section IRC 414(h)

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

E. The City shall continue to make available the Section IRC 414(h) 2 option to affected members. Eligibility to participate and the irrevocable conditions of a one-time only election continue pursuant to the regulations as set forth by the Internal Revenue Service.
ARTICLE 9 – HOURS AND OVERTIME

A. Work Week Work Day: The regular workweek shall consist of forty (40) hours and the regular workday shall consist of either eight (8) hours or nine (9) hours or ten (10) hours.

B. Alternative Work Schedule: The City agrees to implement, within 30 days of adoption of the MOU, a 4/10 Alternate Work Week Pilot for up to three (3) years. The pilot may be extended by the City for an additional specific period.

C. Should the 4/10 schedule be rescinded, the Safety Inspectors’ schedule will return to the 9/80 schedule.

D. Overtime: Employees working in excess of their regular workday shall be granted overtime pay or compensating time off for the time worked at the discretion of the Department Head, at time and one-half (1.5X) of the employee’s base rate of pay. Employees subject to the requirements of the FLSA who work in excess of their scheduled 40-hour workweek shall be granted overtime pay at time and one-half (1.5X) of the employee’s rate of pay.

E. Call Back: If an employee is called back to work, he or she shall, upon reporting, receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at time and one-half (1.5X) of the employee’s base rate of pay. This provision does not apply to instances in which the employee is called to report before his or her regular starting time and has worked from the time he or she reports to his regular starting time.

F. Standby Pay: The City will increase standby pay to $3.00 per hour. (See side letter)

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

H. City Holiday Closure: The City reserves the right to close City Hall operations from December 24th through December 31st. During City Hall closure, employees will be required to use available accrued vacation, comp time, floating holidays or other applicable leave (not sick leave) or take unpaid time if accrued leave is not available.

ARTICLE 10 – LEAVES

The following leave provisions are established by the Rules and Regulations of the Classified Service of the City of Daly City and are applicable to employees in the unit.

A. Sick Leave

Sick leave shall not be considered as a right which may be used at the employee's discretion, but a privilege which shall be allowed only in case of necessity and actual illness, disability and as required by law. Full-time employees shall accrue sick leave at the rate of twelve (12) working days* (ninety-six (96) hours) per year. For classifications represented by this bargaining unit, there is no maximum accrual.
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Any bargaining unit employee having accumulated, unused sick leave credit who is separated from employment by retiring as set forth in the Public Employees’ Retirement System contract or, for reason of death or abolition of position, shall be paid fifty percent (50%) of said employee’s daily rate of pay for each day of accumulated and unused sick leave as of the date of said retirement, death, or abolition of position. However, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolition of position remains at a cash value not to exceed one hundred (100) days (eight hundred (800) hours) of pay.

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

B. Bereavement Leave

A maximum of five (5) working days* bereavement leave may be taken for deaths occurring in the immediate family. Payment for time off will be subject to formal request to the City Manager by the employee who shall state in the request the relationship of the deceased. Bereavement Leave shall not be accumulated and is not a part of the sick leave benefit. The City agrees to recommend to the City of Daly City Personnel Board revision to the Rules and Regulations of the Classified Service, Rule 1, Definition of Terms, the definition of Immediate Family for the purpose of Bereavement Leave to include live-in domestic partner. For purposes of this section, immediate family shall be defined as: “a family member” including an employee’s husband/wife/live-in domestic partner, son/daughter (including adopted)/step-son/step-daughter, father/mother/ adoptive father/mother, father-in-law/mother-in-law, or grandfather/grandmother.

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

C. Personal Leave

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

ARTICLE 11 – ADVANCE NOTICE

Except in cases of emergency, the Union shall be given reasonable written notice of any proposed ordinance, resolution or change to the Rules and Regulations of the Classified Service directly relating to matters within the scope of representation. When requested, the Union shall be afforded the opportunity to meet and confer with the City on such matters.
ARTICLE 12 - EDUCATIONAL INCENTIVE PROGRAM

A. Effective March 1, 1992, City eliminated the educational/longevity incentive program in effect on February 29, 1992, for affected classifications and establish an educational incentive program as follows:

**Level I Series**

For possession of any or all of the following, affected employee shall receive five percent (5%) on base pay.

**OPTION 1:** Fire Prevention Officer I (CFSTES)

**OPTION 2:** Public Education Officer I (CFSTES)

**OPTION 3:** Fire Investigator I (CFSTES)

**OPTION 4:** Subject to the approval of the Fire Chief, 120 hours of approved course work offered by NFPA, ICBO, etc., to include any three of the following 40-hour curriculums:

- Code Enforcement
- Plan/Check Review
- Building Construction
- Fire Inspection Practices
- Flammable Liquids/Gases
- Uniform Fire Code

Option 4 requires the following:

Minimum two (2) years as full-time paid Firefighter and one (1) year as Fire Prevention Officer.

OR

Minimum three (3) years as paid Fire Prevention Officer.

**Level II Series**

For possession of any one or all of the following, affected employee shall receive two percent (2%) on base pay.

**OPTION 1:** Fire Prevention Officer II (CFSTES)

**OPTION 2:** Fire Investigator II (CFSTES)

**OPTION 3:** Subject to the approval of the Fire Chief, 120 hours of course work (in addition to those required for Level I Series) offered by NFPA, ICBO, etc., to include any three of the following 40-hour curriculums:

- Fire Protection Systems
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- Hazardous Material Occupancies
  Titles 19 & 24, California Administrative Code (Public Safety and State Building Standards)
- Hydraulic Sprinkler Calculations
  This option (3) requires one additional year of experience as a full-time paid Fire Prevention Officer.

B. Affected employees who, as of February 29, 1992, were receiving educational/longevity pay could continue, effective March 1, 1992 to receive educational/longevity compensation at the same rate that was in effect on February 29, 1992, until such time that they qualified for educational incentive pay under the terms of the new educational incentive program described above, at which time the rate of compensation under the new educational incentive program replaced the rate in effect on February 29, 1992.

**Level III Series:**

For possession of any or all of the following, affected employees shall receive one percent (1%) on base pay.

**OPTION 1:** Fire Prevention Officer III (CFSTES)

**OPTION 2:** Subject to the approval of the Fire Chief, 80 hours of course work (in addition to those required to Level I and Level II series) offered by NFPA, ICBO, etc. to include any two of the following 40-hour curriculums:

- Hydraulic Sprinkler Calculations equivalent to Fire Prevention 3A (CFSTES)
- Plan Checking equivalent to Fire Prevention 3B (CFSTES)

This option (2) requires one additional year of experience as a full-time paid Fire Prevention Officer.

**ARTICLE 13 – GRIEVANCE PROCEDURE**

**DEFINITION**

A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees relative to the application or interpretation of the Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established procedures and policies of the City or Department (whether written or oral) of a dispute, disagreement or omissions as to the facts pertaining to a disciplinary matter.
The following shall not be considered a grievance: The means, manner, method or merit of any service or activity provided by law or executive order, collective issues of salary, fringe benefits or working conditions subject to meeting and conferring; and disciplinary action.

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

All grievances shall proceed in accordance with the following:

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

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

Step B: The 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 (Fire Chief). The Chief of the Department will render a written decision on the grievance within five (5) calendar days. If at this point the aggrieved feels that the grievance has not been resolved, the aggrieved may appeal the decision of the chief to the next higher authority as outlined in the Rules and Regulations of the Classified Service and/or Memorandum of Understanding.

Step C: Within seven (7) calendar days after receipt of the grievance by the next higher authority (City Manager), there shall be a meeting between the aggrieved employee and/or the Union Business Representative and the City Manager or his/her representative, in an attempt to settle the matter. Within five (5) working days following such meeting, the City Manager shall make a written reply to the grievant.

Step D: If the grievant has not been settled by the procedure described, the grievant may within seven (7) calendar days be submitted to the Daly City Personnel Board, if eligible under the Rules and Regulations of the Classified Service then in effect and in accordance with Step E below, or to advisory arbitration in accordance with Step F below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both.

Step E: 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 F: 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 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 Safety Inspectors Unit cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

ARTICLE 14 – BARGAINING UNIT REPRESENTATIVE

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his/her designated representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

City employees, the Union, or their officially designated Union representatives may, with the prior approval of the Department Head or his or her designated representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available.
The use of equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Union may use portions of a Department bulletin board under the following conditions:

1. All materials must be dated and must identify the Union that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The Department reserves the right to determine where a bulletin board shall be placed and what portion of it is to be allocated to Safety Inspector's materials.
4. If the Union does not abide by these rules, it will forfeit its right to have materials posted on a Department bulletin board.

ARTICLE 15 – SEPARABILITY OF PROVISIONS

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

ARTICLE 16 – FULL UNDERSTANDING

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto. Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

ARTICLE 17 – DURATION

This agreement will be in effect from August 1, 2015 until July 31, 2017. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.

ARTICLE 18 - GENERAL PROVISIONS

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

B. Labor/Management Committee
The City and the Union will continue to meet and confer on noneconomic changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed.

C. Mandatory Direct Deposit: All employees will participate in mandatory direct deposit for payroll (including all compensation and reimbursements).

D. Stand By Program:
1. Standby coverage and therefore Standby duty is an essential function of the Fire Safety Inspector classification and a condition of employment.

2. Prior to January 1 of each calendar year, all Fire Safety Inspectors, in accordance with seniority, will pick a week to begin their standby by assignment as follows:
   The senior Fire Safety Inspector will choose either the first week, second week or third week of January to begin his/her standby rotation. The next Fire Safety Inspector according to seniority will choose one of the two remaining weeks to begin his/her rotation etc. Each Fire Safety Inspector is completely responsible for coverage of their assigned weeks throughout the year and must find a trade partner if they desire coverage for an absence.

3. PILOT: Fire Safety Inspectors must obtain prior approval from their supervisor before any change in standby rotation or coverage is allowed. In consideration of the current minimum staffing level, effective March 14, 2016, Fire Safety Inspectors may request time off during their assigned rotation. The Fire Chief or designee shall approve all such requests. Requests for time off during an assigned rotation shall not constitute excessive absenteeism and shall not result in disciplinary action.

4. Inspectors shall be compensated at $3.00 per hour while assigned to their standby rotation. Standby hours are as follows:
   Monday through Friday: 5:30 p.m. to 7:00 a.m.
   Saturday through Sunday: 7:00 a.m. to Monday at 7:00 a.m.
   City Holidays: 7:00 a.m. to 7:00 a.m. the day after the City Holiday.

   When a Fire Safety Inspector is called into work, he/she will receive a minimum of two hours overtime compensation. Once an Inspector is called and receiving overtime compensation, he/she will not be eligible for the standby pay during that time period.
ARTICLE 19 - SIGNATORIES

Signatories to this Memorandum of Understanding between the City of Daly City and Teamsters Local 856-Safety Inspectors.

REPRESENTATIVES FOR THE CITY OF DALY CITY:

[Signature]
Shawnna Maltbie
Date 2/11/18

REPRESENTATIVES FOR THE UNION:

[Signature]
Linda Shipley
Date 1/25/18

[Signature]
Peter Finn, Secretary-Treasurer
Date 2/11/18
**APPENDIX A**

**SAFETY INSPECTORS MONTHLY SALARY SCHEDULE**

Effective August 12, 2017

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<th>Range</th>
<th>STEP 1</th>
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## APPENDIX A-1

### SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 11, 2018

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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 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
Composite Summary Memorandum of Understanding  
City of Daly City and Teamsters Safety Inspectors  
August 1, 2017 through July 31, 2019  
Page 22 of 23

e. To cross examine opposing witnesses on any matter relevant to the issues  
f. To impeach any witness regardless of which party first called the witness to testify  
g. 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.

*The Disciplinary Appeal Procedure will be deleted from the MOU and inserted into the Rule and Regulations of the Classified Service upon adoption of the revised Rules and Regulation of the Classified Service. This is subject to discussion and review by Labor Management Committee.