

MEMORANDUM OF UNDERSTANDING

Teamsters Local 856, IBT
SAFETY INSPECTORS UNIT

August 1, 2019 through July 31, 2022

Table of Contents

ARTICLE 1 – RECOGNITION	3
ARTICLE 2 – NO DISCRIMINATION	3
ARTICLE 4 – ACCESS TO PERSONNEL FILES	4
ARTICLE 5 – SALARIES.....	5
ARTICLE 6 - BENEFITS.....	5
ARTICLE 7 - HOLIDAYS.....	7
ARTICLE 8 – RETIREMENT	8
ARTICLE 9 – HOURS AND OVERTIME.....	9
ARTICLE 10 – LEAVES	11
ARTICLE 11 – ADVANCE NOTICE	12
ARTICLE 12 - EDUCATIONAL INCENTIVE PROGRAM.....	12
ARTICLE 13 – GRIEVANCE PROCEDURE.....	14
ARTICLE 14 – BARGAINING UNIT REPRESENTATIVE	16
ARTICLE 15 – SEPARABILITY OF PROVISIONS.....	16
ARTICLE 16 – FULL UNDERSTANDING	16
ARTICLE 17 - MISCELLANEOUS PROVISIONS	17
ARTICLE 18 – DURATION.....	17
ARTICLE 19 - SIGNATORIES	18
APPENDIX A SAFETY INSPECTORS MONTHLY SALARY SCHEDULE.....	19
APPENDIX A-1 SAFETY INSPECTORS MONTHLY SALARY SCHEDULE.....	20
APPENDIX A-2 SAFETY INSPECTORS MONTHLY SALARY SCHEDULE.....	21
APPENDIX B - DISCIPLINARY APPEAL PROCEDURE	22

**COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY**

and

TEAMSTERS UNION LOCAL 856—SAFETY INSPECTORS

August 1, 2019 through July 31, 2022

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 any legally protected classification including but not limited to classifications such as 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 – DUES DEDUCTION

The Union shall be entitled to have authorized dues and other authorized deductions of its members deducted from their paychecks in accordance with the procedures set forth herein.

Payroll deductions and authorized deductions shall be made for each individual for whom the City has received a request in writing from the Union for the payroll deduction to be made. The Union shall notify the city of all elected and revoked dues in a timely manner. The City shall process each change in deductions in the first applicable pay period following receipt of the Unions' notification.

If the City receives any questions from employees regarding union membership or dues, the City shall direct the employee to the Union and shall not provide advice on these matters.

New Employees

Within thirty (30) calendar days of hiring, the City shall provide the name, job title, department, work location and telephone number, personal cellular telephone number, and personal email address on file of the new employee in this bargaining unit to the Union.

The City shall provide Union written notice of new employee orientations for employees new to this bargaining unit at least ten (10) business days prior to the event. Union representatives 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. The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of the Union to participate in the new employee orientations.

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.

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 10, 2019, the parties agree to a three percent (3%) cost of living increase. (See Appendix A).
- B. Effective August 8, 2020, the parties agree to a three (3%) percent cost of living increase. (See Appendix A-1).
- C. Effective August 7, 2021, the parties agree to a three (3%) percent cost of living increase. (See Appendix A-2).

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 Teamsters Union Local 856 Health and Welfare Packages for the purpose of providing employees with medical insurance benefits.

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.

From August 1, 2019 through November 30, 2019, 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

Teamsters: \$1682.83

Effective December 1, 2019, the City will provide each eligible active 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 as follows:

1. In the event that health benefits are provided through a composite rate the City's monthly contribution amount shall be the Teamsters Union Local 856 Health and Welfare Packages composite rate or an amount equivalent to 95% of the PERS Kaiser Bay Area family rate, whichever is lower.
2. In the event that health benefits are broken down by coverage levels the City's monthly contribution shall be equivalent to the Teamsters rate for each level of coverage or the PERS Kaiser Bay area rate for each level of coverage at 100% for employee only coverage and 95% for employee +1 or employee + family, whichever is lower.

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)

C. Cash in lieu

1. Eligibility: Employees who opt out of the medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the City knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. Employees and known dependents who do not provide the annual information required will be enrolled in the lowest cost health plan.
2. Effective December 1, 2019, cash in lieu shall be adjusted to \$500 per month.

Domestic partner will be afforded in accordance with 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.

- D. Vision Reimbursement Plan: Employees and their dependents are eligible for a maximum reimbursement of \$150.00 per year for frames or lenses. Effective January 1, 2020, the maximum reimbursement shall be \$200.00 per year. The reimbursement may be requested every 12 months.
- E. Long Term Disability: Employees pay \$29.50 in Fire Dues for long term disability.
- F. 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:

<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 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.

New Year's Day	Veteran's Day
Martin Luther King, Jr. Birthday	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve (one-half day)
Independence Day	Christmas Day
Labor Day	New Year's Eve (one-half day)

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

1. 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).

2. Effective upon implementation of the City resolution limiting the retiree medical contribution for CalPERS (new hire) employees to the PEMHCA minimum, the retiree medical benefit contribution from the City for bargaining unit employees hired on after the date of the resolution, shall be limited to the amount provided as the PEMHCA minimum under Government Code section 22892.
3. On or before the effective date of paragraph 2 above, and for employees subject to the reduced retiree medical contribution in paragraph 2, the City shall contribute \$50 per month to the current ICMA retiree health savings account (or any account established under this section). The parties shall meet upon the request of the Union to review plan options and select a plan for this benefit.

C. 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.

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

F. 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.

G. Standby 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 stand 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. 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 \$5.00 per hour while assigned to their standby rotation. Standby hours are as follows:

Monday through Friday: 5:30p.m. to 7:00a.m.

Saturday through Sunday: 7:00a.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.

H. 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.

- I. 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.

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 abolishment 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 abolishment of position. 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 one hundred (100) days (eight hundred (800) hours) of pay.

Employees hired on or after July 1, 2020, shall not be eligible to cash out sick leave upon separation from employment.

* 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
- 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 - MISCELLANEOUS 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. 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.
- E. Bilingual Pay: Effective January 2016, the City agrees to provide one hundred dollars (\$100.00) per month bilingual pay to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification for such pay.

ARTICLE 18 – DURATION

This agreement will be in effect from August 1, 2019 until July 31, 2022. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.

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:

REPRESENTATIVES FOR THE UNION:



5/27/20



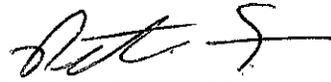
5/17/2020

Natalie Sakkal
Director of Human Resources

Date

Mark Leach
Business Representative

Date



5/18/2020

Peter Finn
Secretary-Treasurer

Date

APPENDIX A SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 10, 2019

Range		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>268</u>	A - Safety Inspector I	8,715.31	9,151.08	9,608.63		
<u>270</u>	A - Safety Inspector II	9,151.86	9,609.45	10,089.92	10,594.42	11,124.14
	Level I Series (5%)	457.59	480.47	504.50	529.72	556.21
	Level II Series (2.0%)	183.04	192.19	201.80	211.89	222.48
	Level III Series (1.0%)	91.52	96.09	100.90	105.94	111.24

APPENDIX A-1 SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 8, 2020

Range		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>268</u>						
A -	Safety Inspector I	8,976.77	9,425.61	9,896.89		
<u>270</u>						
A -	Safety Inspector II	9,426.41	9,897.73	10,392.62	10,912.25	11,457.86
	Level I Series (5%)	471.32	494.89	519.63	545.61	572.89
	Level II Series (2.0%)	188.53	197.95	207.85	218.25	229.16
	Level III Series (1.0%)	94.26	98.98	103.93	109.12	114.58

APPENDIX A-2 SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 7, 2021

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>268</u>					
A - Safety Inspector I	9,246.08	9,708.38	10,193.80		
<u>270</u>					
A - Safety Inspector II	9,709.21	10,194.67	10,704.40	11,239.62	11,801.60
Level I Series (5%)	485.46	509.73	535.22	561.98	590.08
Level II Series (2.0%)	194.18	203.89	214.09	224.79	236.03
Level III Series (1.0%)	97.09	101.95	107.04	112.40	118.02

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:
 - b. To be represented by legal counsel or other person of the party's choice
 - c. To call and examine witnesses
 - d. To introduce evidence

- 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.

Composite Summary Memorandum of Understanding
City of Daly City and Teamsters Safety Inspectors
August 1, 2019 through July 31, 2022
Page 24 of 24

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.

**Sideletter of Agreement
Between
The City of Daly City of Daly City of Daly City
and
Teamster Local 856 Safety Inspectors Unit
December 5, 2019**

The parties agree to the following:

1. The parties agree they have completed meet and confer on the subject of amending Rule XVII Leaves of Absence Section 5 Vacation of the Rules and Regulations of the Classified Service to allow that all employees holding regular full-time positions shall be eligible to use accrued vacation during their probationary period upon approval of their department head or designee. The parties agree that employees will be eligible to utilize this benefit pending completion of the rule updating process.
2. Reclass language: The parties agree that they have completed meet and confer on the subject of amending Rule XVI Section 9 Process for Reclassifications of the Rules and Regulations of the Classified Service to read as follows:

**RULE XVI
SALARIES AND OVERTIME**

SECTION 9 PROCESS FOR RECLASSIFICATIONS

- (a) 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:
 - (1) significant changes in job content and/or
 - (2) significant discrepancies between job content and classification description, 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.

- (b) Depending on the nature of the request and the information submitted, the job analysis may include such techniques as:
 - (1) Comparison of information supplied in the classification analysis to current job description

- (2) Salary and job description survey of other cities that may have matching classifications
- (3) Interview with incumbent, immediate supervisor, and/or department head
- (4) Physical desk/job audit
- (5) 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.

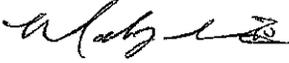
- (c) If an employee does not agree with Human Resources' draft recommendation, they can request a meeting with Human Resources within ten (10) days of receiving the determination. The Human Resources Director will respond in writing with the final recommendation no later than ten (10) days after this meeting.
- (d) 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.

 5/27/20

For the City

date

 5/22/2020

For the Union

date