

COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY
and
DALY CITY FIRE MANAGEMENT
October 1, 2019 through September 30, 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 Daly City Fire Management (hereinafter called "FIRE MANAGEMENT REPRESENTATIVES"), and shall apply to all the employees in the CITY working in the classification of **Fire Battalion Chief**.

The adjustments to wages, hours, and conditions of employment that are set forth in this Memorandum have been discussed in good faith and agreed upon between the staff representatives of the CITY and the FIRE MANAGEMENT REPRESENTATIVES. FIRE MANAGEMENT REPRESENTATIVES agree that its members have accepted and ratified all of the adjustments set forth herein, and the staff representatives of the CITY agree to recommend acceptance and adoption by Resolution of the City Council to the effect that all adjustments as set forth herein be adopted in full by the City Council in the manner and 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 I – SALARIES

A. Cost of Living Adjustment

- Effective in the first full pay period of October 2019, a 3.0% cost of living increase for all bargaining unit members.
- Effective in the first full pay period of October 2020, a 3.0% cost of living increase for all bargaining unit members.
- Effective in the first full pay period of October 2021, a 3.0% cost of living increase for all bargaining unit members .

B. Equity Adjustment

- Effective in the first full pay period of October 2019, a 2% equity adjustment for all bargaining unit members. (See Appendix A)
- Effective in the first full pay period of October 2020, a 2.0% equity adjustment for all bargaining unit members. (See Appendix A-1)

- Effective in the first full pay period of October 2021, a 2.0% equity adjustment for all bargaining unit members. (See Appendix A-2)
- C. The City shall continue to make available the Section IRC 414(h) 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.
- D. Differential Pay - Effective August 1, 2007, Battalion Chiefs assigned to 40 hour work week shall receive 2.5% differential pay.

Paramedic Assistant Pay: The parties agree to Paramedic Assistant Pay for all members certified as Emergency Medical Technicians and/or licensed as a Paramedic as follows:

Effective the first full pay period of October 2019: \$350/month
Effective the first full pay period of October 2020: \$400/month
Effective the first full pay period of October 2021: \$425/month

ARTICLE II – BENEFITS

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

A. Medical Insurance

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

Employee Only	\$762.89
Employee +1	\$829.00
Family	\$829.00

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 provides each eligible employee with a monthly Cafeteria Plan Allowance of:

No Coverage:	\$1375.00
Employee Only:	\$712.11
Employee + 1:	\$646.00
Employee + Family:	\$646.00

Effective December 1, 2019, and each plan year thereafter, the City shall contribute to the monthly Cafeteria Allowance for eligible employees as follows:

- No Coverage/Waiving Coverage Five hundred dollars (\$500) per month shall be added to employee wages. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. An employee who waives coverage must provide proof of acceptable coverage in compliance with the law.
- No Coverage/Waiving Coverage for employees hired before January 1, 2020: Cash in lieu is frozen at thirteen hundred and seventy five dollars (\$1375) per month and shall be added to employee wages. This amount is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. An employee who waives coverage must provide proof of acceptable coverage in compliance with the law. In the event that an employee in this group purchases health insurance from the City's Cafeteria Plan Allowance on or after January 1, 2020, and thereafter elects to waive health coverage in the future, the cash in lieu benefit will be reduced to five hundred dollars (\$500) per month.
- Employee Only: 100% of the Kaiser Bay Area medical premium (for employees hired before January 1, 2020, the employee only cafeteria allowance shall remain frozen at one thousand four hundred and seventy five dollars (\$1475.00) per month until it equals the employee only Kaiser rate). This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser Bay Area rate increases 15% or more in any year the parties shall split the cost of the rate increase above 15% for the plan year.
- Employee +1: 95% of the Kaiser Bay Area medical premium (for employees hired before January 1, 2020, the employee +1 cafeteria allowance shall remain frozen at one thousand four hundred and seventy five dollars (\$1475.00) per month until it equals the employee +1 Kaiser rate). This amount is inclusive of the City's direct health contributions in Section A1 above. In the event that the Kaiser Bay Area rate increases 15% or more in any year the parties shall split the cost of the rate increase above 15% for the plan year.

- Employee +2: 95% of the Kaiser Bay Area medical premium. In the event that the Kaiser Bay Area rate increases 15% or more in any year the parties shall split the cost of the rate increase above 15% for the plan year.
- There is no cash back except for those employees hired before January 1, 2020 and frozen at the Employee Only and Employee +1 rate.

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

- City-sponsored dental/orthodontic insurance (\$1,500 annual dental maximum/\$2,500 lifetime orthodontia maximum)
- City-sponsored life insurance

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

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

C. Vision Reimbursement Program

1. Effective October 10, 2011 and each calendar year thereafter, employees and their dependents are eligible for a maximum reimbursement of \$150.00 per year for frames or lenses. Effective January 2020, the maximum reimbursement shall increase to \$200.00 per year. The reimbursement may be requested every 12 months by completing a reimbursement request form.

D. Uniform Allowance

Effective August 1, 2009, the City provides an annual uniform allowance of \$975.00 for affected classifications. Uniform allowance is paid twice a year on February 1st and on August 1st.

The City agrees to provide a one-time payment of \$300.00 to any personnel who are promoted into an affected classification within this bargaining unit.

E. Holidays

1. The City agrees to provide 40-hour personnel in the position classifications of Fire Battalion Chief 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.
2. Affected employees shall receive the one-half day for Christmas Eve and New Year's Eve on the last regularly scheduled work day preceding the day observed as a legal holiday for Christmas Day and New Year's Day.
3. Fifty-six (56) hour workweek employees shall be compensated for working holidays each year through receipt of holiday-in-lieu pay. This compensation shall be seven and one-half (7 ½%) of the employee's base salary plus supplemental educational incentive pay earned in the previous six-month period. Such compensation shall be paid in two installments on December 1 and June 1. Reporting of Holiday-In-Lieu Pay for retirement purposes shall conform to CalPERS regulations requiring reporting of Holiday-In-Lieu Pay allocated to each biweekly pay period.

56-Hour personnel will receive 7.5% holiday-in-lieu pay for the following holidays:

New Year's Day, January 1	Veterans' Day (Celebrated)
Martin Luther King, Jr. Holiday (Celebrated*)	Thanksgiving Day (Actual)
President's Day (Celebrated)	Day following Thanksgiving
Memorial Day (Celebrated)	Christmas Eve, December 24 (four hours)
Independence Day, July 4	Christmas Day, December 25
Labor Day, (Celebrated)	New Year's Eve (four hours)

*Day designated by the City as celebrated

F. Vacation

Accruals on a shift basis for Fire Department shift personnel shall commence January 1, 1985, with vacations beginning on a shift basis effective January 1, 1986. Affected employees accrue vacation as follows:

56-Hour Fire personnel accrue 6 shifts per year from initial employment date; 8 shifts per year after fourth (4th) anniversary date; 10 shifts per year after twelfth (12th) anniversary date; 12 shifts per year after twentieth (20th) anniversary date; and 13 shifts after twenty fourth (24th) anniversary date.

1. 40-hour Fire personnel accrue 13 days per year from initial employment date; 18 days per year after fourth (4th) anniversary date; 23 days per year after twelfth (12th) anniversary date; and 28 days per year after twentieth (20th) anniversary date.
2. Vacation Accruals - For the shift Battalion Chiefs who had previously forgone vacation accruals in accordance with paragraph 4 of the Agreement between the City and the bargaining unit dated April 8, 2009, vacation hours shall be returned to employee accrual banks as follows:
 - a. November 1, 2011 through April 30, 2012, except for the third pay period in September 2011, 4.152 hours of "vacation deferral reimbursement" per pay period for a total of 41.52 hours.
 - b. August 2012 through January 31, 2013, 4.152 hours of "vacation deferral reimbursement" per pay period for a total of 41.52 hours.

G. Administrative Leave

56-Hour Fire personnel are authorized 96 hours per year.

H. Sick Leave Accrual

Sick leave accrual maximum of two hundred (200) days, or one hundred (100) working shifts respectively, shall not apply to fire management personnel with twenty (20) years of service or more. Effective January 1, 2006, the City agrees to allow employees in classifications represented by Fire Management to increase the cap on sick-leave accrual to 116 shifts and, upon retirement as set forth in the Public Employees' Retirement System contract or for reason of death or abolishment of position, to receive cash-out payment not to exceed an amount equivalent to fifty eight (58) shifts of pay. The City will recommend to the Personnel Board such revisions to The Rules and Regulations of the Classified Service.

Retiree Health Savings

Effective January 1, 2016, a retiring employee shall place 100% of eligible Sick Leave Cash Out (in accordance with Rule XVII, Section 6 of the Rules and Regulations of the Classified Service) into the City-sponsored Retiree Health Savings Account. This provision does not apply to employees hired on or after October 1, 2019.

- For all members of the bargaining group: Effective the first full pay period after Council adopts this agreement employees with less than 25 years of service shall contribute to ICMA retiree health savings account (or any account established under this section) an amount equal to \$250.00 per month for each month of employment. Employees with 25 years of service or more shall contribute \$500 per month for each month of employment.
- For New Hires Only: For employees hired on or after adoption of the resolution eliminating retiree medical for new hires: The City shall contribute \$50 per month to the current ICMA retiree health savings account (or any account established under this section).
- A retiring employee shall place 100% of vacation and comp time cash out into the ICMA retiree health savings account (or any account established under this section).

I. Overtime

The City agrees to pay overtime at the rate of time and one-half for 40-hour Fire personnel for off-duty hours when responding to emergencies, public education programs, and training events (i.e. CPR, NET, active participant at homeowner's association meetings). Battalion Chief overtime will be filled on a rank-for-rank basis.

1. FLSA work period

The FLSA work period is defined as twenty-four (24) days with an FLSA overtime threshold of 182 hours for 56 hour employees.

J. Bereavement Leave

A maximum of five (5) working days bereavement leave may be taken for deaths occurring in the immediate family. 56-hour Fire Department employees may take a maximum of two shifts bereavement leave for deaths occurring in the immediate family.

K. Bilingual Pay

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

ARTICLE III – RETIREMENT

- A. Pursuant to the Public Employees' Retirement System (PERS) contract with the City of Daly City, the following provisions are provided for affected employees

Classic Employees: For classic employees as defined by California Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 (PEPRA), the contract with the Public Employees' Retirement System will provide the following:

- Section 21363.1 – 3% at Age 55 Benefit Formula
- Section 20042 - One-Year Final Compensation
- Section 21335 - Annual Cost-of-Living Allowance Increase (2%)
- Section 21548 - Pre-Retirement Optional Settlement 2 Death Benefits
- Section 21574 - Fourth level of 1959 Survivor Benefit
- Section 21024 – Military Service Credit
- Section 21620- Retired Death Benefit \$500
- Section 21551 – Death Benefit After Remarriage

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

- Section 21363.1 – 2.7% at Age 57 Benefit Formula
- Section 20037 - Three-Year Average Final Compensation
- Section 21329 - Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 - Pre-Retirement Optional Settlement 2 Death Benefits
- Section 21574 - Fourth level of 1959 Survivor Benefit
- Section 21024 – Military Service Credit
- Section 21620- Retired Death Benefit \$500
- Section 21551 – Death Benefit After Remarriage

- B. Cost sharing – Effective October 8, 2016, bargaining unit members shall pay point seven five percent (0.75%) towards the employer share of the PERS contribution. Effective October 7, 2017, all members shall contribute an additional one percent (1%) toward the employer's cost of CalPERS (1.75% total). Effective as soon as administratively feasible classic members shall pay an additional 1.25% towards the employer share of CalPERS retirement for a total of 12%.

C. Retiree Medical

For employees hired before October 1, 2019, the City's monthly contribution to qualifying annuitants will be:

Employee Only	\$769.50
Employee + 1	\$829.00
Family	\$829.00

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 this Article is equal to the contribution to employees described in Article II (A).

For employees covered by this M.O.U. who retire from the City through the Public Employees Retirement System (PERS) after August 1, 1996, who do not continue health insurance coverage in a PERS-sponsored medical plan, the City will contribute \$125.00 per month toward medical costs. This amount will be paid directly to the retiree. Employees who separate from service without exercising a PERS retirement benefit at the time of separation are not entitled to this benefit nor will they be entitled to claim this benefit upon subsequent retirement.

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

ARTICLE IV - EDUCATIONAL INCENTIVE PROGRAM

A. Restoration of Education Incentive Program –

Effective October 10, 2015 for successful completion of the following course work each calendar year, affected employee shall receive five percent (5.0%) on base pay. Course work may be completed while in service.

Completion of 40 hours of course work (in person, or online) subject to the approval of the Chief or Chiefs designee including but not limited to:

- Management/Supervision
- Human Resources Development
- Instructional Techniques
- Emergency Medical Services
- Strategy and Tactics
- County Chief Officer Continuing Education Classes

B. The City Council approved Resolution 15-99 adopting an Educational Incentive Program of up to 10% for Fire Battalion Chiefs.

- Level 1 Incentive – 5%

Possession of California Chief Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable) or BA/BS Degree

- Level 2 Incentive – 7.5%
Possession of California Chief Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable) **and** possession of BA/BS Degree
- Level 3 Incentive – 10%
Possession California Chief Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable), BA/BS Degree **and** Master's Degree

ARTICLE V - GENERAL PROVISIONS

- A. The City shall establish regulations to the effect that no business of employee organizations shall be conducted by employees while on duty, by telephone, meetings, individual actions or any other means.
- B. During the term of this agreement, the City shall continue to make available Section 125 of the Internal Revenue Code provisions.
- C. Battalion Chiefs assigned to a 40 hour work week will have the ability to utilize a flex schedule. The following schedules will be made available to the 40 hour Battalion Chiefs. The Chief may remove someone from an alternate work schedule based on operational need.
 - 1. 5/8
 - 2. 9/80
 - 3. 4/10

Battalion Chiefs in Operations will work the same 56 hour work week schedule as the classifications in IAFF Local 1879.

D. Work Assignments

Newly promoted Battalion Chiefs shall be assigned to a 40 hour work week. Upon an opening for a 56 hour work week Battalion Chief Position, the senior 40 hour work week Battalion Chief will have the first choice to move into that position.

E. Modified Duty

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

F. Mandatory Direct Deposit

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

G. Personnel Rules

The parties agree to meet and confer over revisions to the City of Daly City's Personnel Rules and Regulations that fall within the scope of representation.

ARTICLE VI - COOPERATION BETWEEN PARTIES

It is hereby agreed by the parties that this Memorandum of Understanding provides for the amicable adjustment of wages, hours, and conditions of employment. Each party hereby gives full faith and recognition to the Rules and Regulations of the Classified Service, the City Code of the City of Daly City and the laws of the State of California (including equal employment and fair employment statutes), and shall fully respect the rights, obligations and privileges reserved to the other by such rules, regulations and laws. The Daly City FIRE MANAGEMENT REPRESENTATIVES agree that during the term of this Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slowdowns, interruptions of the normal conduct of the City's business, or any other job action by any of its members. The CITY agrees that during the term of this Memorandum of Understanding it will not engage in any lockout of its employees.

ARTICLE VII – DURATION

Contingent upon the adoption of a resolution approving this Memorandum of Understanding by the City Council of the City of Daly City, this Memorandum shall be in full force and effect as of October 1, 2017; except that certain provisions hereof may have different effective dates as designated therein.

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

ARTICLE VIII – SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Daly City Fire Management Representatives for October 1, 2019 through September 30, 2022.

STAFF REPRESENTATIVES OF THE
CITY OF DALY CITY

REPRESENTATIVES OF FIRE
MANAGEMENT:

Uttalini S

4/27/20
Date

Joel Abelson

JOEL ABELSON
Attorney for Fire Mgmt.

4/4/20
Date

Todd Johnson

TODD JOHNSON
Representative for Fire Mgmt.

4/7/2020
Date

APPENDIX A - SALARY SCHEDULE

FIRE MANAGEMENT
 MONTHLY SALARY SCHEDULE

Effective October 5, 2019

(3% Cost of Living and 2% equity adjustment per Resolution 20-20)

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>G - 275</u>	11,412.69	11,983.33	12,582.49	13,211.62	13,872.20
A - Fire Battalion Chief (80 hours)					
B - Fire Battalion Chief					
EDUCATION- completion of 40 hours course work					
5.0%	570.63	599.17	629.12	660.58	693.61
DIFFERENTIAL PAY - for 40 hours/week					
2.5%	285.32	299.58	314.56	330.29	346.80
EDUCATION					
5.0%	570.63	599.17	629.12	660.58	693.61
7.5%	855.95	898.75	943.69	990.87	1040.41
10.0%	1141.27	1198.33	1258.25	1321.16	1387.22

APPENDIX A-1 SALARY SCHEDULE

**FIRE MANAGEMENT
 MONTHLY SALARY SCHEDULE**

Effective October 3, 2020

(3% Cost of Living and 2% Equity Adjustment per Resolution 20-20)

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>G - 275</u>	11983.33	12582.49	13211.62	13872.20	14565.81
A - Fire Battalion Chief (80 hours)					
B - Fire Battalion Chief					
EDUCATION- completion of 40 hours course work					
5.0%	599.17	629.12	660.58	693.61	728.29
DIFFERENTIAL PAY - for 40 hours/week					
2.5%	299.58	314.56	330.29	346.80	364.15
EDUCATION					
5.0%	599.17	629.12	660.58	693.61	728.29
7.5%	898.75	943.69	990.87	1040.41	1092.44
10.0%	1198.33	1258.25	1321.16	1387.22	1456.58

APPENDIX A-2 SALARY SCHEDULE

FIRE MANAGEMENT
 MONTHLY SALARY SCHEDULE

Effective October 2, 2021

(3% Cost of Living and 2% Equity Adjustment per Resolution 20-20)

Range	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>G - 275</u>	12,582.49	13,211.62	13,872.20	14,565.81	15,294.10
A - Fire Battalion Chief (80 hr)					
B - Fire Battalion Chief					
EDUCATION- completion of 40 hours course work					
5.0%	629.12	660.58	693.61	728.29	764.70
DIFFERENTIAL PAY - for 40 hours/week					
2.5%	314.56	330.29	346.80	364.15	382.35
EDUCATION					
5.0%	629.12	660.58	693.61	728.29	764.70
7.5%	943.69	990.87	1040.41	1092.44	1147.06
10.0%	1258.25	1321.16	1387.22	1456.58	1529.41

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
 - d. To cross examine opposing witnesses on any matter relevant to the issues
 - e. To impeach any witness regardless of which party first called the witness to testify
 - f. To rebut the evidence against them
9. Oral evidence shall be taken only under Oath.
10. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:
- a. The City shall be permitted to make an opening statement.
 - b. The employee shall be permitted to make an opening statement.
 - c. The City shall present its case in chief.
 - d. The employee may then present a defense and offer evidence in support.
 - e. The parties may then, in order respectively, offer rebutting evidence, unless the Chairperson of the Board for good reason permits them to offer evidence upon their original case
 - f. Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.
11. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.
12. The Personnel Board shall render its "Findings, Recommendations and Conclusions" as soon as possible after the conclusion of the hearing and no later than ten (10) days after conducting the hearing unless otherwise stipulated by the parties. The Board's Decision shall set forth the recommendations as to each of the charges and the reasons therefore.
13. The Personnel Board may recommend to the City Council the sustaining or rejecting of any or all of the charges filed against the employee. The Board may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.
- B. City Council Appeal Hearing**
- The decision of the Personnel Board is advisory only. The proposed decision shall be filed with City Council and served on the employee. If a suspension, dismissal or demotion is not sustained by the City Council, they shall set forth the recommended effective date the employee is to be reinstated, which may be any time on or after the date the disciplinary action went into effect. If the Council does not sustain or modifies a suspension, they shall set forth the effective dates of the modification, which may be any time on or after the date the suspension went into effect.

The matter is set before City Council at the next scheduled meeting that falls more than five days from the filing of the proposed decision. The City Council hearing shall be open unless the employee requests a closed hearing. The hearing shall consist of summary arguments by the City's representative and the employee's representative.

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

APPENDIX C – CITY OF DALY CITY - MODIFIED WORK (LIGHT DUTY)

Assignments for Injured Employees

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

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

Procedure:

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

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

3. There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics of the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue.
4. The City may require a second physical examination to verify the information in the physician's statement, at City expense.
5. The department head, in consultation with the Risk Manager and the Director of Human Resources will determine whether there is suitable work available within the department with due regard to the needs of the City and the medical condition of the employee, and subject to the rights of the employee under the Worker's Compensation Act.

6. If a suitable assignment meeting all the restrictions imposed by the treating physician has been found for the injured employee, the employee will be released to light duty in that capacity.
7. If more than one assignment is available to the employee, the department head, in consultation with the employee, shall determine which assignment shall be worked.
8. When performing light duty work assignments in accordance with this procedure, employees shall receive full compensation for their regular classification of employment.
9. Such temporary light duty assignments may continue until such time as the first of the following events has occurred:
 - a. The employee is given a full and complete release to resume normal work activities by the employee's treating physician and said release is approved by the City Manager or his or her designee;
 - b. The employee's condition is declared permanent and stationary, and the employee is unable to perform the duties of his/her regular permanent position;
 - c. More than 52 weeks have elapsed subsequent to the date of the employee's illness or injury.
10. An employee will only be assigned to work light duty on those days of the week when he/she would have been regularly scheduled to work full duty, unless the employee and the department work out some other mutually acceptable arrangement.