

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DALY CITY
and
DALY CITY FIRE MANAGEMENT
October 1, 2022 through September 30, 2025

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 2022, a 2.0% cost of living increase for all bargaining unit members.
- Effective in the first full pay period of October 2023, a 2.0% cost of living increase for all bargaining unit members.
- Effective in the first full pay period of October 2024, a 4.0% cost of living increase for all bargaining unit members. (See Appendix A-2)

B. Equity Adjustment

- Effective in the first full pay period of October 2022, a 2.0% equity adjustment for all bargaining unit members. (See Appendix A)
- Effective in the first full pay period of October 2023, a 2.0% equity adjustment for all bargaining unit members. (See Appendix A-1)

- 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.
- E. Emergency Medical Technician (EMT) Pay: Effective the first pay period of October 2022 the parties agree to EMT Pay for all members certified as Emergency Medical Technicians in the amount of five percent (5%) of base pay. Employees may receive EMT Pay or Paramedic Pay, but not both.
- F. Paramedic Pay: Effective the first pay period of October 2022, the parties agree to paramedic pay for all members licensed as a paramedic in the amount of five (5%) of base pay. Employees may receive EMT Pay or Paramedic Pay but not both.

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 the California Public Employees Retirement System (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. Inclusive of the PEMHCA amounts set forth in Section C of this Article, the amount of this 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 shall contribute to the monthly Cafeteria Allowance for eligible employees as follows:

- Employee Only: The City's contribution for employees who elect employee only medical coverage shall be 100% of the Kaiser Bay Area medical premium (except for employees hired before January 1, 2020, who are entitled to a contribution of 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 A 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: The City's contribution for employees who elect employee plus one medical coverage shall be 95% of the Kaiser Bay Area medical premium. This amount is inclusive of the City's direct health contributions in Section A 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 \$25,000

Employees who purchase cafeteria plan benefits with a total cost in excess of their cafeteria allowance must pay the additional amount through payroll deduction.

For employees hired prior to January 1, 2020, any remaining amounts of Cafeteria Plan Allowance, if any, not used to purchase qualified benefits shall be added to employee wages. Any such amount of Cafeteria Plan Allowance and/or the amount added to wages is not compensation for retirement purposes as defined by the California Public Employees' Retirement System. Cash back is eliminated for all bargaining unit employees hired on or after January 1, 2020.

C. Opt-Out Cash in Lieu

Employees who opt out of the CalPERS medical plan are entitled to a payment of five hundred dollars (\$500) per month (minus the cost of the required City sponsored Dental/Orthodontia and Life Insurances) if they 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.

Cash in Lieu for Employees Hired Before January 1, 2020

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.

D. Vision Reimbursement Program

Employees and their dependents are eligible for a maximum reimbursement of \$200.00 per year for frames or lenses. The reimbursement may be requested every 12 months by completing a reimbursement request form.

E. Uniform Allowance

Effective January 1, 2023 uniform allowance equal to \$975.00 is paid in equal installments of \$37.50 per pay period.

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.

F. 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 eight percent (8%) 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 8% 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) |
| Juneteenth (Celebrated) | Christmas Day, December 25 |
| Independence Day, July 4 | New Year's Eve (four hours) |
| Labor Day, (Celebrated) | |

*Day designated by the City as celebrated

G. Vacation

Employees accrue vacation as follows:

1. 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.
2. 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.

H. Administrative Leave

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

I. Sick Leave Accrual

Employees may accrue up to 116 shifts of sick leave.

Upon retirement as set forth in the Public Employees' Retirement System contract or for reason of death or abolishment of position, employees shall receive a cash payment for each hour of accrued sick leave, not to exceed fifty eight (58) shifts of pay.

J. Retiree Health Savings

- All bargaining unit members with less than 25 years of service shall contribute \$250.00 per month to the ICMA Retiree Health Savings account. Employees with 25 years of service or more shall contribute \$500 per month to the ICMA Retiree Health Savings account.
- For employees hired on or after November 14, 2022, the City shall contribute \$50 per month to the ICMA Retiree Health Savings account.
- A retiring employee (defined as an employee who is retiring from the City and is taking a service or disability retirement from CalPERS) shall place 100% of the value of their vacation and compensatory time off into the ICMA Retiree Health Savings Account.

K. Overtime

Regardless of the exempt or non-exempt status of Battalion Chiefs in this MOU, the City contractually agrees to calculate and pay overtime to bargaining unit employees in the classification of Battalion Chief in accordance with FLSA overtime provisions. This provision should not be considered indicative of any position's exempt or non-exempt status. Therefore, the City agrees to pay overtime at the rate of time and one-half of the pay rate for the overtime work performed (at the 40 or 56 hour rate) 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.

L. 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.

M. Comp Time

Employees may not accrue a compensatory time off balance that exceeds seventy-two (72) hours. Once the maximum balance has been obtained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below seventy-two (72) hours, the employee may again accrue compensatory time off for authorized overtime hours worked until the employee's balance again reaches seventy-two (72) hours.

Accrued compensatory time off may be carried over for use in the next fiscal year; however, as provided above, accrued compensatory time off balances may not exceed seventy-two (72) hours.

N. Bereavement Leave

For 40-hour employees, a maximum of five (5) working days bereavement leave may be taken for deaths occurring in the immediate family. 56-hour employees may take a maximum of two shifts of bereavement leave for deaths occurring in the immediate family.

O. Bilingual Pay

The City agrees to provide one hundred dollars (\$100.00) per month bilingual pay to employees who are routinely and consistently assigned to positions requiring communications skills in languages other than English 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. CalPERS Pension Benefits

Pursuant to the CalPERS contract with the City of Daly City, the following provisions are provided for affected employees

Classic Employees: For classic employees as defined by CalPERS and California Public Employees' Pension Reform Act of 2013 (PEPRA), the contract with the CalPERS provides 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 CalPERS and PEPRAs, the contract with CalPERS provides 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

- PEPRAs members shall pay fifty (50%) percent of the total “normal cost” of the plan as defined by CalPERS as well as one and three quarters percent (1.75%) of the employer’s contribution. For example, the total contribution for FY22-23 is 13.25% (11.5% statutory member contribution plus 1.75%).

C. Classic members shall pay their entire member contribution rate of nine (9%) percent, as well as an additional three (3%) towards the employer share of CalPERS retirement for a total of 12%.

D. Retiree Medical

1. Employees Hired Before November 14, 2022

For employees hired before November 14, 2022, 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 hired before November 14, 2022 who retire from the City through CalPERS who do not continue health insurance coverage in a CalPERS-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 CalPERS 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.

2. Employees Hired On or After November 14, 2022

For employees hired on or after November 14, 2022, the retiree health benefit shall be limited to the PEMHCA minimum.

ARTICLE IV - EDUCATIONAL INCENTIVE PROGRAM

A. Education Incentive Program

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 and 22-181 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 or any two (2) of the following: Strike Team Leader Certification, AA/AS Degree, California Certified Fire Instructor
- 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 or any two (2) of the following: Strike Team Leader Certification, AA/AS Degree, California Certified Fire Instructor
- Level 3 Incentive – 10%

Qualify for Level 2 incentive and possession of California Chief Executive Officer's Certificate (Completion of California State Fire Training Chief Officer Class Series Original curriculum or post 2018 curriculum is acceptable) **or** 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. 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.

- a. 5/8
- b. 9/80
- c. 4/10

d. Battalion Chiefs in Operations will work the same 56 hour work week schedule as the classifications in IAFF Local 2400

C. 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.

D. Modified Duty

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

E. Mandatory Direct Deposit

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

F. 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.

G. Release Time Bank

The City agrees to allow bargaining unit members to donate on a voluntary basis up to 8 hours per year, vacation or comp time to an Association Release Time Bank up to a maximum of 500 hours per year. Said time may be used by the President, other officers of the Association, or other individuals as approved by the Chief. The scheduling of use of this bank shall require the approval of the Chief.

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

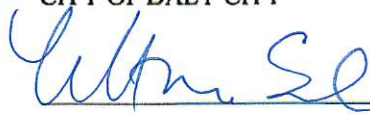
Contingent upon the adoption of a resolution approving this Memorandum of Understanding by the City Council of the City of Daly City, this Memorandum shall be in full force and effect as of October 1, 2022; except that certain provisions hereof may have different effective dates as designated therein.

The terms of this Memorandum of Understanding are to remain in full force and effect until midnight of September 30, 2025.

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, 2022 through September 30, 2025.

STAFF REPRESENTATIVES OF THE
CITY OF DALY CITY

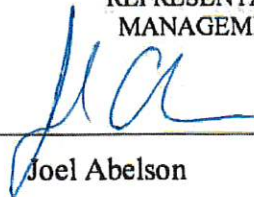


Natalie Sakkal

3/24/23

Date

REPRESENTATIVES OF FIRE
MANAGEMENT:



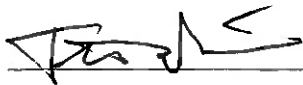
Joel Abelson

3-24-23

Date

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Director of Human Resources

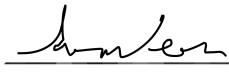


Timothy Nevin 3/25/23
Date

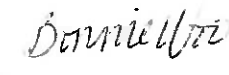


John Wurdinger 3/21/23
Date

Director of Finance & Administrative Services




Abby Veesper 3/27/23
Date



Bonnie Woo 3/24/23
Date

Senior Management Analyst



Donna Williamson 3/24/23
Date

Chief Negotiator

APPENDIX A - SALARY SCHEDULE

FIRE MANAGEMENT

MONTHLY SALARY SCHEDULE

Effective October 1, 2022

(2% Cost of Living and 2% equity adjustment per Resolution 22-181)

| 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> | 13085.79 | 13740.08 | 14427.08 | 15148.44 | 15905.86 |
| A - Fire Battalion Chief (80 hr) | | | | | |
| B - Fire Battalion Chief | | | | | |
| EDUCATION- completion of 40 hours course work | | | | | |
| 5.0% | 654.29 | 687.00 | 721.35 | 757.42 | 795.29 |
| DIFFERENTIAL PAY - for 40 hours/week | | | | | |
| 2.5% | 327.14 | 343.50 | 360.68 | 378.71 | 397.65 |
| EDUCATION | | | | | |
| 5.0% | 654.29 | 687.00 | 721.35 | 757.42 | 795.29 |
| 7.5% | 981.43 | 1030.51 | 1082.03 | 1136.13 | 1192.94 |
| 10.0% | 1308.58 | 1374.01 | 1442.71 | 1514.84 | 1590.59 |

APPENDIX A-1 SALARY SCHEDULE

FIRE MANAGEMENT
 MONTHLY SALARY SCHEDULE

Effective October 14, 2023

(2% Cost of Living and 2% Equity Adjustment per Resolution 22-181)

| 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> | 13609.22 | 14289.68 | 15004.17 | 15754.38 | 16542.10 |
| A - Fire Battalion Chief (80 hr) | | | | | |
| B - Fire Battalion Chief | | | | | |
| EDUCATION- completion of 40 hours course work | | | | | |
| 5.0% | 680.46 | 714.48 | 750.21 | 787.72 | 827.10 |
| DIFFERENTIAL PAY - for 40 hours/week | | | | | |
| 2.5% | 340.23 | 357.24 | 375.10 | 393.86 | 413.55 |
| EDUCATION | | | | | |
| 5.0% | 680.46 | 714.48 | 750.21 | 787.72 | 827.10 |
| 7.5% | 1020.69 | 1071.73 | 1125.31 | 1181.58 | 1240.66 |
| 10.0% | 1360.92 | 1428.97 | 1500.42 | 1575.44 | 1654.21 |

APPENDIX A-2 SALARY SCHEDULE

FIRE MANAGEMENT
 MONTHLY SALARY SCHEDULE

Effective October 12, 2024
 (4% Cost of Living per Resolution 22-181)

| 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> | 14153.59 | 14861.27 | 15604.33 | 16384.55 | 17203.78 |
| A - Fire Battalion Chief (80 hr) | | | | | |
| B - Fire Battalion Chief | | | | | |
| EDUCATION- completion of 40 hours course work | | | | | |
| 5.0% | 707.68 | 743.06 | 780.22 | 819.23 | 860.19 |
| DIFFERENTIAL PAY - for 40 hours/week | | | | | |
| 2.5% | 353.84 | 371.53 | 390.11 | 409.61 | 430.09 |
| EDUCATION | | | | | |
| 5.0% | 707.68 | 743.06 | 780.22 | 819.23 | 860.19 |
| 7.5% | 1061.52 | 1114.60 | 1170.33 | 1228.84 | 1290.28 |
| 10.0% | 1415.36 | 1486.13 | 1560.43 | 1638.46 | 1720.38 |

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.