

COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING

August 1, 2007 through July 31, 2009

Between The City of Daly City

And

Daly City Firefighters' Union Local No. 1879
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

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 Firefighters Union, Local No. 1879, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (hereinafter called "FIRE DEPARTMENT EMPLOYEE REPRESENTATIVES"), and shall apply to all the employees of the CITY working in the classifications as follows:

Firefighter
Fire Engineer Operator
Fire Captain

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 DEPARTMENT EMPLOYEE REPRESENTATIVES. FIRE DEPARTMENT EMPLOYEE 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 procedure 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. Effective August 1, 2007, the base wage rates of all classifications represented by the Firefighters Association will be increased by 3.0%. (See Appendix A-1)

Effective February 1, 2008, classifications in this bargaining group will receive a 2.0% equity adjustment. (See Appendix A-2)

Effective August 1, 2008, the base wage rates of all classifications represented by the Firefighters Association will be increased by 3.0%. (See Appendix A-3)

calendar days for a non-industrial injury or illness, or a leave of absence excluding paid vacation leave. Upon return to work, an employee shall be returned to paramedic assignment status provided that the employee has maintained current paramedic certification during the period of absence.

Personnel who are assigned to the program must be available for assignment, however, may petition the Fire Chief to be removed from the program. No one assigned to the program may be released from his or her commitment unless a paramedic replacement is available. Possession of and maintenance of all licenses and certifications required of a paramedic must be maintained as a requirement for those personnel assigned to the Paramedic Program while the program is in effect. No paramedic-certified personnel may withhold provision of paramedic services regardless of whether assigned to the Program or not. Personnel assigned to the program who are subsequently promoted shall be released from the Paramedic Assignment Pay Program at the employee's option.

3. Paramedic Program Eligibility

For Paramedic Assignment Pay, the City will utilize an assignment-basis program to staff the Paramedic Program. An assignment-basis program is defined as an established number of personnel delivering paramedic-certified medical services on an assigned basis by the Fire Department as opposed to delivery of EMT-1 medical services as required for affected classifications. It is understood that the term EMT certification shall be defined as being EMT-1 (intubation) and/or changes made within this certification shall be as approved by the State of California and County of San Mateo. The number of assignment opportunities will be determined by the City.

4. Paramedic Certification

It is the responsibility of the assigned paramedic to maintain current certification at all times as directed by the County of San Mateo Health Officer, State Medical Services Authority, and any other local, state or federal regulation.

The City shall reimburse paramedic-certified personnel for the State and County licensing and certification fees. Personnel who hold paramedic certification and are available for assignment shall receive reimbursement for costs of reissuance of paramedic license.

The City shall pay the costs related to continuing education which may be required for paramedic-certified personnel to maintain their paramedic certification. The Fire Department Training Division shall provide as much in-house training, continuing education, and other training as is financially and technically feasible.

While the City will make an effort to provide training during on-duty time, compensation and travel expenses will not be provided for any off-duty training attended by personnel seeking to obtain qualification, certification, and required continuing education to be a paramedic.

5. Staffing

The authorized staffing level for the City of Daly City Paramedic Program shall be the minimum as required to comply with the provisions established by the County-wide ALS-Paramedic JPA. All paramedics designated by the Daly City Fire Department shall receive Paramedic Assignment pay.

- a. It is agreed that every effort will be made by the Fire Department to have "new" paramedics ride along with experienced paramedics. If this cannot be accomplished, then two (2) new paramedics may be placed together for a training period at the discretion of the Fire Chief. Length of such training period shall be determined by the Fire Chief.

6. Vacation, Trades, Other Leave, Overtime

Personnel assigned to the Paramedic Program shall choose their annual vacation leave in accordance with established Fire Department procedures, provided that a certified paramedic is available to cover for the time off requested. However, only two assigned paramedics per shift shall be authorized to take vacation leave at a time.

Subject to approval by the Fire Chief, personnel assigned to paramedic duty may trade shifts with other paramedic personnel who hold the same classification provided the daily staffing for available paramedics is met. Maintaining daily staffing needs as a result of unscheduled absences will occur in the same manner to maintain paramedic levels.

In most cases of Overtime, there should not be a change in the way that the overtime rotation is presently administered. A potential exception would be if the need for overtime must be filled by a certified paramedic to meet staffing requirements. In those cases, the Fire Department will make the overtime available to the first eligible paramedic-certified employee. If a paramedic is called in on overtime to fill a non-paramedic position, such employee may be utilized as a paramedic should the need arise. If a paramedic-certified employee who is not currently assigned to paramedic duty is utilized as a paramedic, such employee shall receive overtime compensation at an hourly rate reflective of the Paramedic Assignment Pay for the actual time assigned and working in a paramedic capacity.

D. Paramedic Assistant Pay

Affected employees assigned by the Department as Paramedic Assistant shall receive Paramedic Assistant pay as follows:

Effective August 1, 2004: \$ 100.00 monthly

E. Scott Technician Pay

Employees who maintain current certification for Scott Air-Pak SCBA maintenance and overhaul and who are assigned by the department as Scott Technicians will receive \$200.00 monthly.

F. 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.

G. The City is willing to recommend to the Personnel Board that Bereavement Leave be increased to two 24-hour shifts.

ARTICLE II - RETIREMENT

- A. Effective May 9, 2002, the contract with the Public Employees' Retirement System (PERS) provides for the 3% at age 55 PERS Retirement Plan.
- B. Effective July 1, 1985, the contract with the Public Employees' Retirement System (PERS) provides Section 20024.2 (one-year highest compensation) to the classifications represented by the Union.
- C. Effective August 2006, the contract with the Public Employees' Retirement System provides Section 21574 commonly known as 1959 Fourth Level Survivor Benefits for affected employees.
- D. Effective July 2006, City to contract for Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit.
- E. Effective June 1, 2008, 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.

ARTICLE III - WAGE SUPPLEMENTS

A. HEALTH AND WELFARE

Employees shall each receive the following monthly amounts in Wage Supplements for the purpose of participation in a Section 125 Cafeteria/Flexible Benefits Health and Welfare Plan.

Effective 01/01/08:	\$900.00	No coverage/Employee Only
	\$1015.00	Employee plus 1 or more
Effective 05/01/08:	\$940.00	(flat rate for all employees)
Effective 01/01/09:	\$1035.00	(flat rate for all employees)

From Wage Supplement dollars, employees must purchase the following qualified benefit:

- City-sponsored Dental/Orthodontia Insurance (Effective upon adoption of this agreement, Delta Dental benefits will be enhanced to \$1,500 per patient per calendar year and \$2,000 lifetime maximum orthodontics.

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 such additional amount through payroll deduction.

Remaining amounts of Wage Supplements, if any, not used to purchase qualified benefits shall be added to employee wages. Any such amount of Wage Supplements added to wages is not compensation for retirement purposes as defined by the California Public Employees' Retirement System.

B. UNIFORM ALLOWANCE

Effective August 1, 2007, the City agrees to provide an annual uniform allowance of \$600.00 for affected classifications.

Effective August 1, 2008, the City agrees to provide an annual uniform allowance of \$650.00 for affected classifications.

C. COMPENSATORY TIME

Employees may elect to accrue compensatory time off in lieu of overtime pay. Eligible employees must notify the Fire Chief or the Chief's designee of their intention to accrue compensatory time off or to receive overtime pay.

Compensatory time off shall be accrued at the overtime rate for actual authorized overtime hours worked by the employee (i.e. one and one-half (1-1/2) hours of compensatory time off for each one (1) hour of overtime worked).

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.

Requests for compensatory time off in excess of twenty-four (24) hours shall not be approved.

D. HOLIDAY PAY

1. Effective July 1, 1984, Holiday Pay shall be seven and one-half percent (7.5%) for employees represented by the Union.
2. Checks for Holiday Pay shall be issued on June 1st and December 1st of each year at the agreed upon rate. If June 1st or December 1st falls on a Saturday or Sunday, the holiday paychecks will be dated and issued on the preceding Friday.

E. VACATION

1. City and Union agree that accrual of vacation time will be in conformance with Section 53250 of the Government Code of the State of California. Said amendment shall not be construed to modify vacation times provided in the Rules and Regulations of the Classified Service.
2. Affected employees accrue vacation as follows:
 - 12 hours per month accrue from initial employment date
 - 16 hours per month accrue after fourth (4th) anniversary date
 - 20 hours per month accrue after twelfth (12th) anniversary date
 - 24 hours per month accrue after twentieth (20th) anniversary date
 - 26 hours per month accrue after twenty-fourth (24th) anniversary date

F. SICK LEAVE

Effective January 1, 2006, the City agreed to allow bargaining unit members to receive "cash out" compensation for unused sick leave up to 58 shifts (in accordance with Rule XVII, Section 6(f) of the *Rules and Regulations of the Classified Service*).

Effective January 1, 2006, the City increased the accrual cap to 116 shifts.

In addition, each employee shall have an alternative to receiving such "cash out" compensation which shall be to apply the amount he/she would

otherwise receive as compensation to the payment of the employee's health insurance premiums following retirement. At the time an employee files for retirement, he/she shall designate which option is being exercised. In no event will the exercise of the option by an employee cause the City to expend more than it would have if the employee had received the "cash out" compensation for unused sick leave. It is intended that an employee's exercise of the option to apply cash out compensation toward insurance premiums shall comply with the federal health insurance legislation known as "COBRA" and the City is entitled to the administrative charges contemplated there under. If permissible and if possible, the City agrees to try to maintain employee coverage at group rates beyond the minimum time limits imposed by "COBRA". If an employee who has retired and elected premium payments rather than cash dies before the entire amount has been paid towards premiums, such employee shall be entitled to have the remaining balance converted to cash and paid to his/her surviving spouse or estate.

The City is willing to recommend to the Personnel Board that the accumulation cap of 116 shifts be removed from the Rules and Regulations of the Classified Service.

ARTICLE IV - EDUCATIONAL/LONGEVITY PROGRAM

The Longevity/Educational payment is based on the following two steps of two and one-half percent (2-1/2%) for each step:

- A. First Step Longevity/Educational is achieved on the following basis:
1. Five years employment with the City of Daly City Fire Department, or
 2. Three years employment with the Daly City Fire Department and completion of a 15-unit Fire Science Course from an accredited educational institution.

- B. Second Step Longevity/Educational is achieved on the following basis:

Completion of a 30-unit Fire Science Program from an accredited educational institution. Documentation for completed units (12 units Fire Science, 3 electives, First Step; and 24 units, 6 electives, Second Step) shall be either a Certificate of Completion or a copy of the employee's transcripts showing completion of the units. The elective units completed must comply with the San Mateo Community College acceptable elective units in a Fire Science Program. An Associate of Arts Degree in Fire

Science shall be deemed to satisfy the requirements for the Second Step Educational Pay.

An employee starting work for Daly City, who meets the requirements for the Second Step Educational Pay, qualifies for the 2.5% incentive pay from date of hire.

ARTICLE V - MODIFIED WORK (LIGHT DUTY) POLICY

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

ARTICLE VI - GRIEVANCE PROCEDURE

The Grievance Procedure is reflected in Appendix C.

ARTICLE VII - SHIFT TRADE

The Shift Trade policy is reflected in Appendix D.

ARTICLE VIII - GENERAL PROVISIONS

A. WORK WEEK

The hourly workweek for affected classes is 56 hours per week.

B. FIRE SCHEDULE

The tour of duty for each employee assigned to fire suppression shall be 24 consecutive hours, commencing at 8:00 a.m. and ending at 8:00 a.m. the following day.

The fire suppression schedule shall be as follows:

XOXOOXOXOOOO

X = On Duty

O = Off Duty

C. POSTING OF WORK SCHEDULE

The City will post full schedule for each 84-day cycle not less than 24 days prior to the beginning of each cycle.

D. COMMON MESS

All members on duty in stations shall participate in the station mess together for the consumption of meals. Unless exempt for medical reasons, weight reducing, religious beliefs, or as otherwise exempted by the Fire Chief, it is mandatory that all members follow this Memorandum of Understanding provision and the Fire Chief's General Order.

The City shall not be responsible financially or otherwise, for the cost of any meal, or the preparation thereof, or for the collection of any funds, or for any other costs or activity undertaken in connection with the provisions of this section.

E. DEFERRED COMPENSATION PLAN

City will provide a deferred compensation plan effective January 1, 1978. The Plan will be administered outside the City at no cost to the City. City will make payroll deductions and transmit funds to the plan administrator.

F. PHYSICAL FITNESS

To the extent possible, the City agrees to provide dedicated space at each fire station for the use by affected employees for physical fitness related activities as approved by the Fire Chief.

G. MACK PUMPER

City agrees to permit affected employees to use the Mack Pumper for the following events:

1. Muscular Dystrophy Drive (Jerry Lewis)
2. California Firefighters Burn Relay (Alisa Ann Ruch, California Burn Foundation)

H. COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING

City agrees to bring forward language from prior MOU's between Firefighters Union and the City into a Composite Summary MOU, subject to the following:

Language which provides for the City to recommend revisions to the *Rules and Regulations of the Classified Service* to the Personnel Board shall not be retained from year to year once the revision has been made.

Language which describes matters which are no longer current terms and conditions of employment shall not be included in the Composite Summary MOU.

Provisions which have subsequently been modified by agreement of the parties shall be set forth in its current form only.

I. 125h OPTIONS OF THE INTERNAL REVENUE CODE

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

J. SERVICE LEVEL

In order to maintain the current service level to the community, it is the intent of the City to maintain a minimum staffing level of eighteen (18) for fire suppression services. The staffing level is related to methods and means of operations, financial position and related, critical issues.

K. MEDICAL PREMIUM BENEFIT FOR FUTURE RETIREES

For employees covered by this MOU who retire from the City with a PERS retirement benefit after the City will contribute \$125.00 per month toward medical premiums as a replacement for the amount of the current retirement contribution paid by the City to existing retirees. 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 those employees retiring with at least twenty (20) years of service with the City of Daly City, the maximum monthly City contribution to retirees' PERS health insurance premiums shall be:

- Employee only- \$354.69
- Employee + 1 - \$415.00
- Family - \$435.00

L. 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 180 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.

M. LETTERS OF REPRIMAND

Employees may request in writing to the Fire Chief with a copy to the Director of Human Resources that letters of reprimand which are two (2) or more years old be removed from the employee's personnel file provided the following conditions are met:

1. The Letter of Reprimand is more than 2 years old.
2. The file does not contain subsequent letters of reprimand or records of disciplinary action.
3. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Fire Chief.

The decision of the Fire Chief regarding the removal of a Letter of Reprimand shall be final and not subject to any formal appeal process. However, all Letters of Reprimand will be removed from an employee's personnel after four years provided the following conditions are met:

1. The file does not contain subsequent letters of reprimand or records of disciplinary action.
2. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Fire Chief.

ARTICLE IX - 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

respect fully the rights, obligations and privileges reserved to the other by such rules, regulations and laws. The Daly City Firefighters Union, Local 1879, and FIRE DEPARTMENT EMPLOYEE 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 X - 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 August 1, 2007, except that certain provisions have different effective dates as designated therein.

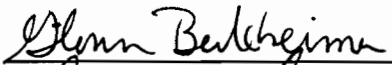

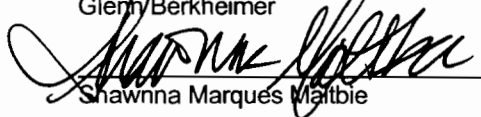

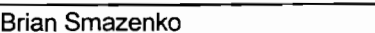
The terms of this Memorandum of Understanding are to remain in full force and effect until midnight of the 31st of July 2009.

ARTICLE XI - SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Daly City Firefighters Association, Local 1879, for August 1, 2007 through July 31, 2009.

STAFF REPRESENTATIVES OF
CITY
THE CITY OF DALY CITY
1879

REPRESENTATIVES OF THE DALY
FIREFIGHTERS ASSOCIATION, LOCAL

 Glenn Berkheimer	<u>6/2/08</u> Date	 John Noble	<u>5/21/08</u> Date
 Shawna Marques Matbie	<u>5/29/08</u> Date	 Joel Abelson	<u>5/29/08</u> Date
		 Brian Smazenko	<u> </u> Date

APPENDIX A-1

CITY OF DALY CITY
 FIREFIGHTERS ASSOCIATION, LOCAL 1879
 MONTHLY SALARY SCHEDULE

Effective: August 1, 2007 through January 31, 2008

Range			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>F 250</u>							
B -	Firefighter		5878	6172	6481	6805	7145
	Longevity	2.5%	147	154	162	170	179
	Education	2.5%	147	154	162	170	179
<u>F 255</u>							
B -	Fire Engineer Operator		7145	7503			
	Longevity	2.5%	179	188			
	Education	2.5%	179	188			
<u>F 265</u>							
B -	Fire Captain		6946	7293	7658	8041	8443
	Longevity	2.5%	174	182	191	201	211
	Education	2.5%	174	182	191	201	211

APPENDIX A-2

CITY OF DALY CITY
 FIREFIGHTERS ASSOCIATION, LOCAL 1879
 MONTHLY SALARY SCHEDULE
 Effective: February 1, 2008 through July 31, 2008

Range			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>F 250</u>							
B -	Firefighter		5996	6296	6610	6941	7288
	Longevity	2.5%	150	157	165	174	182
	Education	2.5%	150	157	165	174	182
<u>F 255</u>							
B -	Fire Engineer Operator		7288	7653			
	Longevity	2.5%	182	191			
	Education	2.5%	182	191			
<u>F 265</u>							
B -	Fire Captain		7085	7439	7811	8202	8612
	Longevity	2.5%	177	186	195	205	215
	Education	2.5%	177	186	195	205	215

APPENDIX A-3

CITY OF DALY CITY
 FIREFIGHTERS ASSOCIATION, LOCAL 1879
 MONTHLY SALARY SCHEDULE

Effective: August 1, 2008 through January 31, 2009

Range			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>F 250</u>							
B -	Firefighter		6176	6485	6809	7149	7507
	Longevity	2.5%	154	162	170	179	188
	Education	2.5%	154	162	170	179	188
<u>F 255</u>							
B -	Fire Engineer Operator		7507	7882			
	Longevity	2.5%	188	197			
	Education	2.5%	188	197			
<u>F 265</u>							
B -	Fire Captain		7297	7662	8045	8448	8870
	Longevity	2.5%	182	192	201	211	222
	Education	2.5%	182	192	201	211	222

APPENDIX A-4

CITY OF DALY CITY
 FIREFIGHTERS ASSOCIATION, LOCAL 1879
 MONTHLY SALARY SCHEDULE
 Effective: February 1, 2009 through July 31, 2009

Range			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>F 250</u>							
B -	Firefighter		6299	6614	6945	7292	7657
	Longevity	2.5%	157	165	174	182	191
	Education	2.5%	157	165	174	182	191
<u>F 255</u>							
B -	Fire Engineer Operator		7657	8040			
	Longevity	2.5%	191	201			
	Education	2.5%	191	201			
<u>F 265</u>							
B -	Fire Captain		7443	7816	8206	8617	9048
	Longevity	2.5%	186	195	205	215	226
	Education	2.5%	186	195	205	215	226

APPENDIX B

**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.

APPENDIX C

DALY CITY FIRE DEPARTMENT
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 and those areas covered by Paragraph 2 or 3, Chapter 16 of the Rules and Regulations of the Daly City Fire Department.

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 grievance may be reduced to writing and submitted to the next higher level of command. The officer that receives a grievance will make every possible effort to resolve the problem through discussion with the

aggrieved and/or his or her representative, other persons involved, investigation of all the facts, etc., and shall submit a written decision to the aggrieved within five (5) calendar days of receipt of the written grievance. If upon the receipt of the written decision, the aggrieved takes no further action within five (5) calendar days, the grievance will be assumed to be settled. If the aggrieved feels that the decision does not resolve the problem, he/she may proceed to Step C.

- Step C: 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. The same procedures as outlined in Step B, including the five (5) calendar day time limit, will be followed at this level of appeal. If the problem is not resolved, Step C, including the five (5) calendar day time limit, may be repeated up each succeeding step in the chain of command until the Chief of the Department receives the grievance. 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 D: 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 E: 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, as an appeal; OR instead, if both parties agree, the matter shall be submitted first to fact finding.
- Step F: Within five (5) calendar days following such a mutual request for fact finding, the Employer and the grievant or his/her representative shall agree on a fact finder and arrange for the time and place of fact finding. In case of disagreement on a fact finder, application shall be made to the State Mediation and Conciliation Service. The City of Daly City and the Daly City Firefighters Union, Local 1879, IAFF, shall each pay one-half (1/2) of the costs of fact finding, including the fees of the fact finder and other expenses of the fact finding proceedings, but not including

compensation or cost of representation, advocacy or witness for either party.

Step G: Power of Fact Finder. The Finding of the Fact Finder shall be submitted with a recommendation to the Daly City Personnel Board in the manner prescribed by the Daly City Code. The Personnel Board shall act upon the recommendation of the Fact Finder within thirty (30) calendar days following the date of their receipt of the recommendation. The City Council shall act upon the recommendation of the Personnel Board, giving consideration also to the recommendation of the Fact Finder, within thirty (30) calendar days following the date of their receipt of the recommendation.

APPENDIX D

DALY CITY FIRE DEPARTMENT
SHIFT TRADE

The responsibility for working a shift is that of the person who is scheduled to work on that shift. When another employee agrees to work the shift trade (via the Shift Trade Form), he/she assumes the assigned obligations to work, but not the liability for the shift or time.

It is agreed that shift trades may only be paid back by exchange of time worked and shall not be paid back by payment of money or any consideration other than time. Any employee(s) violating this provision shall be subject to forfeiture of the right to trade shifts for one year.

Should an employee who agreed to work a shift or a fraction of a shift be unable to do so, the person who was scheduled to work that time is charged for any lost time to the City.

An employee unable to fulfill a trade agreement, for any reason, must contact both the duty Battalion Chief and the person originally scheduled to work the shift or partial shift.

When the person who initiated the trade is contacted, the trade will be cancelled and he/she will work the shift or provide another trade.

If contact cannot be made, any time lost or overtime incurred will be charged to the person originally scheduled to work. Repayment of time is to be made as follows:

Working the time, hour for hour, within the limits of the same "work time period" as indicated on the time work sheets, (avoiding impacting FLSA time), at a time determined by Fire Administration.

Should an employee not be able to repay the time during the same work time period, the employee's vacation accrual shall be charged or compensatory time accrual.

Shift trades may be permitted under the following rules:

- a. All requests for shift trades must be made no less than 48 hours in advance. All requests must be approved by the supervisor on whose shift the trade will be performed. Should the Company Officer be unavailable, the Battalion

Chief's office may approve the trade.

- b. Exchanges shall be of comparative status: Firefighter for Firefighter; Engineer-Operator for Engineer-Operator; Captain for Captain.
- c. Shift trades shall not be requested more than 90 days in advance. Should there be a personnel schedule change after the request is submitted, whereby personnel are moved from one shift to another and the trade cannot be performed, the shift trade becomes null and void. Shift trades are subordinate to any and all personnel changes or transfers, and the person requesting the trade is responsible for any time lost to the City. Time lost due to oversight or mistakes made by parties to the request are the responsibility of the person who requested the trade. It is his/her responsibility to be aware of the status of the trade at all times.
- d. Personnel requesting shift trades will provide early relief for the person who is to work the trade, should that person be at a different station on the shift prior to the trade.
- e. No employee shall pay money to another employee in exchange for a shift trade, and shift trades shall be paid back within 360 days. In the event of a promotion of an employee to a higher rank, such employee shall pay back all shift trades owed in the lower rank within three (3) months following such promotion.
- f. All shift trades are to be recorded in the Company Journal of the Station in which the trade takes place, on the actual date of the trade.
- g. Personnel submitting four or more consecutive trades shall obtain the approval of his/her immediate supervisor and the approval of the Shift Battalion Chief.
- h. Probationary Firefighters are strongly discouraged from requesting shift trades because it is important they receive all the necessary training, both scheduled and unscheduled, available to them on shift.

Should a probationary Firefighter need a Shift Trade, the following rules apply:

1. A probationary employee shall be entitled to a maximum of five (5) Shift Trades, whether they are full shift or partial shift during the 18-month probationary period, (five full shifts equals 120 hours). No combination

of Shift Trades may exceed a 120-hour bank, and each trade will be deducted from the 120-hour bank.

2. Exception to the five shift limit: A partial Shift Trade of two to five hours occurring after 1700 hours will not be charged against the five shift maximum. It will, however, be charged against the bank of 120 hours for the probationary Firefighter.
3. When either five Shift Trades or 120 hours have been accumulated, the probationary Firefighter will have reached the limit and no further Shift Trades will be allowed for the balance of the probationary period.

While assigned to the Fire Prevention Division on a 40-hour workweek during the probationary period, the employee may work for another employee outside the regular Division hours (subject to the maximum above) but not have other employees work for him/her.

SHIFT TRADE/ACCUMULATED TIME REQUEST

[] Shift Trade Request [] Request to use Accumulated Time
.....

TYPE A: 24-HOUR SHIFT TRADE
(Date) _____

TYPE B: 2-HOUR MINIMUM
(Date) _____
(Times) _____

My trade will be: _____
(Print Full Name)

of Station _____ and Platoon _____ who has agreed to work date and hours as set
above.
.....

I hereby request accumulated time off from _____ a.m./p.m.
to _____ a.m./p.m., on _____
(Date)

Applicant's Signature: _____ Date: _____

Trade's Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

NOTE: All requests for shift trades must be made 48 hours (2 days) in advance. If approved, all requests must be approved by the supervisor on whose platoon the trade person will be working. Should the Company Officer be unavailable for any reason, the trade may be approved by the Battalion Chief's office.

If the person trading for the applicant is working at a different station on a shift just prior to the trade taking place, he/she will make arrangements for early relief. Early relief to occur prior to 0800 hours of the specific date; with a thirty minute (30) minimum. List the arrangements under Comments.

COMMENTS:

SIDE LETTER

Between the City of Daly City

And


Daly City Firefighters' Union Local No. 1879
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period August 1, 2007 through July 31, 2009.

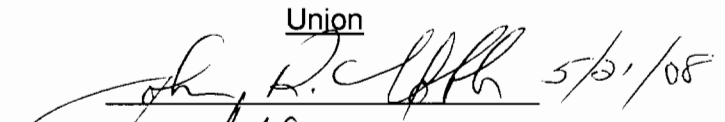
1. A labor/management committee, consisting of representatives from each labor organization and representatives of the City (Human Resources and City Manager's Office) to collect data and information regarding the current appellate process and discuss concerns/problems and potential solutions.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

Date: _____

City


Glenn Beckheim

Union
 5/31/08

SIDE LETTER

Between the City of Daly City

and

Daly City Firefighters' Union Local No. 1879
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)

During the 2007, negotiations between the City of Daly City and the Daly City Firefighters' Union Local 1879 the parties discussed and mutually agreed upon a methodology change when surveys are conducted by the City.

The parties agreed that when the City conducts its survey the City will develop a composite rate for each agencies medical insurance contribution. The composite rate will be determined in the following manner:

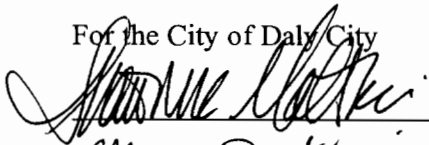
- The City of Redwood City/ City of Burlingame represented fire employee (Firefighters/Engineers/Fire Captains) census data will be used to determine the number of employees at each level (employee only, employee plus 1, and employee plus 2 or more).
- This census data will be applied to an agency which has tiered contribution rates.

The agencies composite rate will be determined in the following manner:

- # of employee only x employee rate
- # of employee plus one x employee plus one rate
- # of employee plus 2 or more x employee plus two or more rate
- Total of employee only: employee plus one and employee plus 2 or more
- Composite rate equals total of employee only, employee plus one and employee plus 2 or more divided by the respective number of employees at each level.

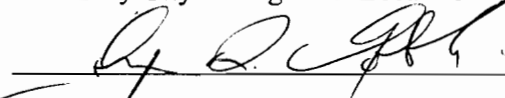
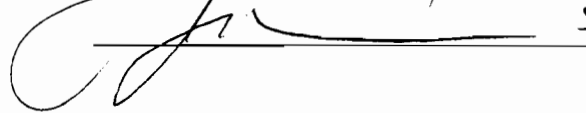
This agreement in no way implies that the City of Daly City and the Daly City Firefighters' Local 1879 have mutually agreed upon the survey agencies or the survey elements.

For the City of Daly City



Glenn Beutheima

For Daly City Firefighters' Local 1879

 5/21/08
 5/29/08
