

COMPOSITE SUMMARY MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DALY CITY AND DALY CITY POLICE OFFICERS ASSOCIATION

June 1, 2007 through May 31, 2010

The adjustments 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 Police Officers Association (hereinafter called "Association") and shall apply to all employees in the classification of Police Officer who are members of the Association.

The adjustments to wages, hours and conditions of employment that are set forth in the Memorandum have been discussed in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the staff representatives of the City and the representatives of the Association. The Association Negotiating Committee represents that a majority of the members of the Association have approved all of the salary and fringe benefit adjustments as set forth herein; and the staff representatives of the City agree to recommend to the City Council that all of the adjustments as set forth herein be adopted in full by the City Council in the manner and procedure prescribed by law.

ARTICLE I – SALARIES

- A. Effective June 1, 2007, the biweekly salaries for all classifications represented by the Police Officers Association will received a salary adjustment of two percent (2.0%), (Appendix A-1)
- B. Effective June 1, 2008, biweekly salaries for all classifications represented by the Police Officers Association will be increased by three and three quarters percent (3.75%). (Appendix A-2)
- C. Effective June 1, 2009, biweekly salaries for all classifications represented by the Police Officers Association will be increased by three and three quarters percent (3.75%). (Appendix A-3)
- D. Effective June 1, 2007, the City will eliminate the employee paid employer's PERS contribution (approximately 4.6%) and refund to each employee the approximate 4.6% of salary contributed from June 1, 2007 to the date this contract is ratified by all parties.
- E. Section IRC 414(h) Option

The City will continue to make available the Section IRC 414(h) option to affected employees. 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.

ARTICLE II – RETIREMENT

- A. Effective July 1, 1972, the contract with the Public Employees' Retirement System provides for the California Highway Patrol pension option (2% @ 50) for the Daly City Police Department.
- B. Effective July 1, 1982, the contract with the Public Employees' Retirement System provides Section 20024.2 (one year highest compensation) to the classifications represented by the Association.
- C. Effective January 1, 1993, the contract with the Public Employees' Retirement System provides Section 21382.4, the third level of 1959 Survivor Benefit for affected employees.
- D. Effective December 1, 2001, the contract with the Public Employees' Retirement System provides Section 21363.1, (3% @ 55) for sworn Police Safety members.
- E. Retirement Contract Amendment

Effective July 1, 2006, the contract with the Public Employees' Retirement System will provide Section 21548, Pre-Retirement Optional Settlement 2 Death Benefit, for sworn Police Safety members.

(The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or domestic partner.)

- F. Retiree Medical
 - 1. Effective July 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.
 - 2. Effective on Council Adoption of Agreement, for those employees retiring with at least twenty (20) years of full time, regular service with the City of Daly City, the maximum city contribution to retirees' PERS health insurance premiums shall be:

EE Only:	\$354.69
EE + 1:	\$415.00
Family:	\$435.00

ARTICLE III – WAGE SUPPLEMENTS

- A. Section 125 Cafeteria/Flexible Benefits Health and Welfare Plan

During the term of this agreement, Section 125 Cafeteria/Flexible Benefits Health and Welfare Plan shall continue to be made available to affected employees.

B. Medical/Dental/Life/LTD

Effective January 1, 2008, the City's monthly contribution toward the Cafeteria/Flexible Benefits wage supplement to affected employees will remain at \$680.00 with which said employees shall purchase the following:

- City-sponsored dental/orthodontic insurance
- City-sponsored life insurance
- Police Officer Association-sponsored LTD insurance

The City agrees to allow affected employees to "freeze" any accrued sick leave after meeting 60-day waiting period as required by POA-sponsored Long Term Disability insurance.

Additionally, effective January 1, 2008, a stipend of \$470.00 per month will be provided to employees who choose two-party and family coverage in the PERS-contracted health plans available through the City.

Effective January 1, 2009, the City's contribution toward the Cafeteria/Flexible Benefits wage supplement to affected employees will remain at \$680.00. The monthly stipend, provided to employees who choose two-party and family coverage through the PERS-contracted health plans available through the City, will increase to \$570.00 per month.

Effective January 1, 2010, the City's contribution toward the Cafeteria/Flexible Benefits wage supplement to affected employees will remain at \$680.00. The monthly stipend, provided to employees who choose two-party and family coverage through the PERS-contracted health plans available through the City, will increase to \$670.00 per month.

Employees may purchase City-sponsored medical insurance from the cafeteria 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.

The City reserves the right at any time during the term of the agreement to provide medical or dental benefits under plans offered by alternate carriers or through a program of self-insurance, self-administration of claims through a third-party administrator, or a combination of the above. In the event the City wishes to exercise this option, alternate coverage shall be substantially equivalent to or greater than the coverage in effect on the date the City makes such an election, with approval of the Police Officers Association.

C. Bilingual Pay

Effective upon ratification of this agreement, the City agrees to provide sixty-five dollars (\$65.00) 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 (including American Sign Language), and the standards and procedures for certification for such pay.

D. Senior Officer Compensation

Effective January 1, 1998, Police Officers who have completed twenty (20) years of service with the City of Daly City shall be eligible to receive additional compensation added to their base salary in the amount of one hundred dollars (\$100.00) per month. This amount is Public Employees' Retirement System (PERS) compensable.

E. Uniform Allowance

Effective January 1, 2008, the uniform allowance shall be increased to \$850.00 per year. Effective January 1, 2009, the uniform allowance will increase to \$900.00. In the event that the City requires any new article of clothing or equipment to be worn or used by bargaining unit members, then the City shall provide said article or equipment at no original cost to the employee. Maintenance or replacement of said article or equipment shall be the responsibility of the employee, except for safety equipment.

In addition to the safety equipment provided by the City as of December 31, 1986, the City agrees to furnish at no cost to the employee, flashlights, rain gear and for personnel assigned to motorcycles, the following motorcycle equipment: boots, pants, leather jacket, gloves and protective eye wear. Said equipment shall remain property of the City.

Supplement to Uniform Allowance: Effective February 1, 1999, all affected classifications shall receive a one-time payment of \$200.00 as a supplement to the uniform allowance described above.

F. Compensatory Time

Effective June 1, 2001, affected classifications shall be allowed to accumulate up to a maximum of one hundred (100) hours which can only be taken in time off.

G. Holidays

Holidays for affected classifications shall be observed on the following days:

New Year's Day (January 1 st)	Veteran's Day (Official City Holiday)
Martin Luther King Holiday	Thanksgiving Day
President's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Eve (December 24 th - 4 hours)
Independence Day (July 4 th)	Christmas Day (December 25 th)
Labor Day	New Year's Eve (December 31 st - 4 hours)

H. Two Hour Personal Leave

City continues to provide affected employees two (2) 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 (2) hours of holiday time off on the Friday before Easter. Said two (2) hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

Effective with the 2009 accrual an employee shall not accrue Personal Leave; however the employee's Personal Leave accrual shall be transferred to the Association Release Time Bank.

I. Vacation

Effective in the first pay period which began after April 25, 1994, affected classifications began accruing vacation at a rate reflecting twenty-four (24) additional hours per scheduled year. This additional vacation accrual is in exchange for eliminating the Admission Day, Columbus Day, and Birthday holidays. Affected classifications shall be eligible to accrue paid leave as vacation at a rate in accordance with the following schedule:

<u>Completed Years of Employment</u>	<u>Vacation Schedule</u>
1 through 4	14 days
5 through 12	18 days
13 through 20	23 days
21 or more	28 days

J. Bereavement Leave

The City is willing to increase bereavement leave to 5 shifts.

K. Sick Leave Accrual

Sick leave accrual maximum of sixteen hundred (1600) hours shall not apply to sworn police personnel. Effective on ratification of the June 1, 2005 MOU, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position will be at a cash value not to exceed nine hundred (900) hours of pay.

ARTICLE IX – EDUCATIONAL INCENTIVE PROGRAM

Longevity pay shall be eliminated for those Police Officers who have not qualified for Longevity Pay as of July 1, 1981. Those Police Officers receiving Step 1 Longevity Pay as of July 1, 1981, based on five years of service only and who do not hold an Intermediate or Advanced POST

Certificate, will receive a 2.5% differential over base salary until such time as they qualify for a higher rate of pay as set forth in the incentive pay schedule effective July 1, 1983.

Effective July 1, 1983, the incentive pay for Police Officer shall be:

1. Achieve of Intermediate Post Certificate: 4% above base salary
OR
2. Achievement of the Advanced Post Certificate: 7% above base salary

ARTICLE V – ADMINISTRATIVE PROVISIONS

The following items will be implemented by the administration of the City as a result of the agreement of Association and City on these matters.

A. Section Code 7

City agrees that Police Officers may take their Code 7 in the nearest beat which has an open eating establishment affording hot food, indoor seating and restroom facilities.

B. Association Business

City shall establish regulations to effect that no business of employee organizations shall be conducted by employees while on duty by telephone, meetings, individual actions or any other means except with the authorization of the Chief of Police.

C. Association Release Time Bank

Each Police Officer Association member may voluntarily contribute up to 8 hours per year compensation time off to the Association Release Time Bank to a maximum of 180 hours per calendar year; said time may be used by the President, other officers of the Association, or other individuals as approved by the Department Head. The scheduling of use of this bank shall require the approval of the Department Head in the same manner as is currently required for scheduling compensation time off.

D. 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) or omissions as to the facts pertaining to a disciplinary matter.

The following shall not be considered a grievance: the means, manner, method or merit of any service or activity provided by law or executive order, collective issues of salary,

fringe benefits or working conditions subject to meeting and conferring; and disciplinary action.

No matter shall be considered a grievance 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 a supervisor in 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 supervisor 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 or 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 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 Police receives the grievance. The Chief of Police 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 be resolved, the aggrieved may appeal the decision of the Chief of Police to the City Manager 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 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 grievance has not been settled by the procedure described, the grievance 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 Police Officers' Association, 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, 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.

G. Shift Bids

Effective August 31, 1998, within the Police Department, the original date of hire as a full-time, regular Daly City Police Officer will not be adjusted by any absence without pay in order to determine seniority when bidding watch assignments/days off and vacations. Such assignments will be made according to seniority as determined by the original date of hire as a full-time, regular Daly City Police Officer. Unless, per Daly City Police Departmental General Order #A-19, for operational needs the Chief of Police must "loan" a more senior officer to a specific watch schedule.

The City practice, tracked in Human Resources, of adjusting the hire date after five or more consecutive days of authorized leave without pay to determine eligibility for merit increase and service credit will remain unchanged.

H. Family Medical

Effective upon ratification of this agreement, qualifying absences of forty (40) hours or less, which are not part of a longer-term qualifying absence, will not be charged against eligible employees' Family Medical Leave Act/California Family Rights' Act entitlement.

ARTICLE VI – GENERAL PROVISIONS

A. Composite Summary MOU

The City agrees to bring forward language from prior MOU's between the Police Officers Association and the City into a Composite Summary MOU subject to the following:

1. Language which provides for the City to recommend revisions of *The Rules and Regulations* to the Personnel Board shall not be retained from year to year once the revision has been made.
2. Language which describes matters which are no longer current terms and conditions of employment shall not be included in the Composite Summary MOU.
3. Provisions which have subsequently been modified by agreement of the parties shall be set forth in its current form only.

B. Safety

The Association will take affirmative actions to encourage individual safety practices by members, particularly as regards vehicular operations, and jointly cooperate with the City in any approved safety programs addressing the reduction of injuries or vehicular accidents on the job.

C. Court Time

Effective January 1, 1999, Police Officers who are required to be present in court during their off duty hours for criminal and traffic cases arising from the performance of their duties, shall be compensated at time and one-half for the actual hours present in court and, that for appearances when the actual time is three hours or less, the compensation will be three hours at time and one-half. Upon adoption by the City Council, the City agrees to provide up to a maximum of three (3) hours pay at straight time to off-duty Police Officers who "stand by" to appear in court in performance of their duties for criminal and traffic cases at the direction of the District Attorney's Office. If an off-duty Police Officer is required to actually be present, the provision for the three (3) hour minimum pay at time and one-half will replace the Standby Time in full as described above. The City and the Police Officers Association may evaluate this procedure during the term of the agreement and must mutually agree to modify or eliminate same if it creates unforeseen problems to the City or Police Officers.

D. Sick Leave

City agrees to continue to allow bargaining unit members to receive "cash out" compensation for unused sick leave in the same manner and under the same conditions as was in effect as of December 31, 1986. In addition, each employee shall have an option 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 thereunder. 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".

E. Holiday Pay-Out Practice

The "Request for Pay Form" attached, as Appendix B, which reflects the payout practice currently being followed in the Police Department, will continue to be used during the duration of this Memorandum of Understanding.

F. Labor/Management Committee

The City is willing to create a Labor/Management Committee, consisting of representatives from each labor organization and representatives of the City (Human Resources and City Manager's Office). The committee purpose is to collect data and information regarding the current appellate process and discuss concerns/problems and potential solutions. The goal is for the committee's findings to be available for the 2010 negotiations.

ARTICLE VII – DURATION

- A. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.
- B. The term of this Memorandum of Understanding shall be from June 1, 2007 through May 31, 2010.

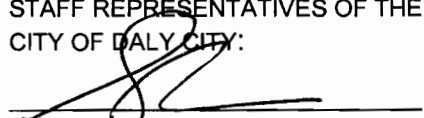
ARTICLE VIII – COOPERATION BETWEEN PARTIES

- A. The Association and its members agree to actively pursue and jointly cooperate with the City to increase performance and productivity on the job.
- B. 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 Association agrees 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, interruption 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 IX – SIGNATORIES

Signatories to the Memorandum of Understanding between the City of Daly City and the Daly City Police Officers Association for June 1, 2007 through May 31, 2010.

STAFF REPRESENTATIVES OF THE
CITY OF DALY CITY:



NAME
Glenn Bultheima

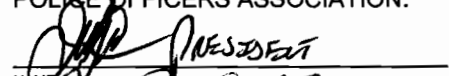
NAME


7/17/08

DATE
7/18/08

DATE

REPRESENTATIVES OF THE DALY CITY
POLICE OFFICERS ASSOCIATION:



NAME
PRESIDENT


NAME

NAME

7/8/08

DATE
7/18/08

DATE

DATE

APPENDIX A-1

POLICE OFFICER BIWEEKLY SALARIES

June 1, 2007 through May 31, 2008

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Base Salary	\$2,853	\$2,996	\$3,146	\$3,303	\$3,468
Intermediate Certificate (4%)	\$ 114	\$ 120	\$ 126	\$ 132	\$ 139
OR					
Advanced Certificate (7%)	\$ 200	\$ 210	\$ 220	\$ 231	\$ 243
Senior Officer (20 Years):	\$46.15	\$46.15	\$46.15	\$46.15	\$46.15

APPENDIX A-2

POLICE OFFICER BIWEEKLY SALARIES

June 1, 2008 through May 31, 2009

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Base Salary	\$2,960	\$3,108	\$3,264	\$3,427	\$3,598
Intermediate Certificate (4%)	\$ 118	\$ 124	\$ 131	\$ 137	\$ 144
OR					
Advanced Certificate (7%)	\$ 207	\$ 216	\$ 228	\$ 240	\$ 252
Senior Officer (20 Years):	\$46.15	\$46.15	\$46.15	\$46.15	\$46.15

APPENDIX A-3

POLICE OFFICER BIWEEKLY SALARIES

June 1, 2009 through May 31, 2010

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Base Salary	\$3,071	\$3,225	\$3,386	\$3,555	\$3,733
Intermediate Certificate (4%)	\$ 123	\$ 129	\$ 135	\$ 142	\$ 149
OR					
Advanced Certificate (7%)	\$ 215	\$ 226	\$ 237	\$ 249	\$ 261
Senior Officer (20 Years):	\$46.15	\$46.15	\$46.15	\$46.15	\$46.15

APPENDIX B

REQUEST FOR PAY FORM

CITY MANAGER
City of Daly City

Date: _____

Subject: Request for Cash Payment for Accumulated Time

- A. I request to be paid for _____ hours of accumulated "Holiday" time presently due me.*
- B. I request to be paid for _____ hours of "Other" accumulated time presently due me.

- Please identify which Holidays:

Signed: _____
Employee

Approved: _____
Department Head

Approved: _____
City Manager

POLICE OFFICER
SUPPLEMENTAL ASSIGNMENTS

	<u>Biweekly</u>	<u>Monthly</u>
Police Court Officer	\$ 46.15	\$100.00
Police Juvenile Officer	\$ 46.15	\$100.00
Police Lab/Evidence Technician	\$ 46.15	\$100.00
Police Station Supervisor	\$ 46.15	\$100.00
Police Detective	\$ 46.15	\$100.00
Canine Unit	\$138.46	\$300.00
Range master	\$ 46.15	\$100.00
Police Two-Wheel Cycle	\$ 46.15	\$100.00
Police Records Supervisor	\$ 57.69	\$125.00
Police Senior Detective	\$ 57.69	\$125.00
Police Senior Juvenile Officer	\$ 57.69	\$125.00

APPENDIX C

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.