

# CITY OF DALY CITY

Regular Meeting - CITY COUNCIL

## AGENDA

Monday, January 26, 2026 - 7:00 PM

City Hall Council Chambers – 2<sup>nd</sup> Floor  
City Hall 333 – 90<sup>th</sup> Street  
Daly City, CA 94015

### **To watch the live telecast:**

<https://www.youtube.com/@DalyCityGov/streams>, <https://www.dalycity.org/agendas>, or Comcast Ch. 27

## **PUBLIC PARTICIPATION**

There are three ways to submit public comments: (1) submit written comments by meeting day, (2) submit written comments during the meeting, and (3) attend the meeting in person.

1. To submit written comments by meeting day, please email [cityclerk@dalycity.org](mailto:cityclerk@dalycity.org) and include “Public Comment” in the subject line. All written comments received by 4:00 pm on meeting day will be provided to the City Council prior to the meeting.

Please note: Any emailed comments received after 4:00 p.m. on the meeting date are not guaranteed to be received by the City Council prior to the meeting. Comments are not read aloud into the record.

2. During the meeting, you may visit [www.dalycity.org/agendas](http://www.dalycity.org/agendas) to submit comments using the Public Comment form to address the City Council on a specific item, or during the public comment period, and such comments are delivered to the City Council and City Staff during the meeting, and may be read into the record at the time they are received.

3. To speak at the meeting in person, please complete a Speaker Card located at the entrance to the Council Chamber and submit it to a Staff Member as early in the meeting as possible.

Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting should call the office of the City Clerk at (650) 991-8078 as soon as possible.

## **PLEDGE TO THE FLAG:**

## **CALL TO ORDER**

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

## **AVAILABILITY OF PUBLIC RECORDS:**

*All public record to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the City Clerk’s Office, City Hall located at 333 90<sup>th</sup> Street, Daly City, CA during normal business hours, at the same time that the public records are distributed or made available to the legislative body.*

ROLL CALL:

APPROVAL OF MINUTES:

1. Special Meeting of January 6, 2026

APPROVAL OF AGENDA:

2. Regular Meeting of January 26, 2026

STAFF COMMUNICATION:

ORAL COMMENT:

NOTE: Speakers are limited to two minutes, unless modified by the Mayor.  
The Council cannot take action on any matter raised under this item.

CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine and may be approved by one roll call vote of the City Council. There shall be no separate discussion of the matters on the Consent Agenda unless requested by a member of the City Council. If discussion is required, that item will be removed from the Consent Agenda and will be considered separately at the end of the Agenda.

Resolutions:

3. Adopt Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Clerical Technical Unit
4. Adopt Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Police Assistants
5. Adopt Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Safety Inspectors
6. Adoption of Memorandum of Understanding and Salary Schedule between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Operating Engineers Unit
7. Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit
8. Authorize the City Manager to Approve a Purchase Agreement for a TYMCO Model 600 Street Sweeper
9. Set Time and Place for Public Hearing Under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) **(Set Time: 2/9/2026)**

10. Authorization to Perform Interior Concrete Restoration and Coating at Reservoir 6B
11. Accept Annual Delegation of Investment Authority to the City Treasurer
12. Accept 2026 Statement of Investment Policy
13. Set Time and Place to Consider Adoption of an Entertainment Zone Ordinance Pursuant to SB 969 **(Set Time: 2/9/2026)**
14. Commend Director of Economic & Community Development Tatum Mothershead on the Occasion of Her Retirement

Check Registers:

15. Check Registers for the Month of December 2025

END OF CONSENT AGENDA

ORDINANCES:

16. Second Reading, Ordinance No. 1485, Amending Chapter 2.16 of the Municipal Code Re: Arts and Culture Commission

**STAFF:** Kelly Schott

**RECOMMENDATION:** Adopt Ordinance by Roll Call Vote

17. Second Reading, Ordinance No. 1486, Amending Chapter 2.20 of the Municipal Code Re: Recreation Commission

**STAFF:** Kelly Schott

**RECOMMENDATION:** Adopt Ordinance by Roll Call Vote

APPOINTMENTS: Board/Commission Membership Committee Appointments

REPORTS:

18. Council Committee
19. City Council
20. Staff

ADJOURNMENT:

CITY OF DALY CITY  
MINUTES – SPECIAL MEETING – CITY COUNCIL  
JANUARY 6, 2026

Visit <https://www.youtube.com/@DalyCityGov/streams> to view the City Council meeting

CALL TO ORDER:

Mayor Sylvester called the special meeting to order at 7:02 P.M. and read the City's Land Acknowledgement:

The City of Daly City acknowledges that we are on the ancestral lands of the Ramaytush (rah-my-toosh) Ohlone (O-lon-ee) peoples. We recognize their enduring connection to this region and honor their history, culture, and contributions. As the Indigenous protectors of this land, we affirm their sovereign rights as the original inhabitants of this land and pay respects to the Ancestors, Elders, and Relatives of the Ramaytush Ohlone peoples.

ROLL CALL: Councilmembers Present  
Glenn R. Sylvester, Mayor  
Teresa G. Proaño, Vice Mayor  
Dr. Roderick Daus-Magbual  
Juslyn C. Manalo

Councilmembers Absent  
Pamela DiGiovanni

Staff Present  
Thomas J. Piccolotti, City Manager  
Rose L. Zimmerman, City Attorney  
K. Annette Hipona, City Clerk

PRESENTATIONS:

**HIP Housing 2026 Calendar Contest Winners**  
(Brian Perkins, Board of Directors, HIP Housing)

APPROVAL OF MINUTES:

**Regular Meeting of December 8, 2025 and Special Meeting of December 9, 2025**

It was moved by Councilmember Daus-Magbual, seconded by Vice Mayor Proaño and carried to approve the minutes of December 8 and December 9, 2025.

APPROVAL OF AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember Daus-Magbual and carried to approve the agenda.

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***Note on Public Comments:***

*To provide public comments, members of the public have the option to- 1) attend in person, 2) email the City Clerk, or 3) submit comments through the public comment portal on the City's website. Persons with disabilities who require auxiliary aids or services in attending or participating in this meeting are instructed to call the office of the City Clerk at 991-8078 prior to the meeting.*

CITY OF DALY CITY  
MINUTES – SPECIAL MEETING – CITY COUNCIL  
JANUARY 6, 2026

CONSENT AGENDA:

It was moved by Councilmember Manalo, seconded by Councilmember Daus-Magbual, and carried to approve the consent agenda.

Resolutions:

**Authorize the City Manager to Execute an Amended License Agreement with SamTrans for Use of Restrooms at Lincoln Park Community Center for SamTrans Personnel**

Resolution 26-1, Executing Amendment Of License Agreement With SamTrans For Use Of Restrooms At Lincoln Park Community Center

Check Registers

**Check Registers for the Month of November 2025**

END OF CONSENT AGENDA

AWARD OF BIDS/CONTRACTS:

**Award of Construction Contract for the John Daly Boulevard/Skyline Boulevard Pedestrian Connection Project**

Director of Public Works Richard Chiu provided the staff report to improve access to Thornton State Beach. The City received ten bids for the project, along with a formal bid protest submitted by Interstate Grading & Paving, Inc. After review, staff determined that the lowest bidder, Bay Area Lightworks, Inc., met all the requirements and submitted all the required documentation. Staff recommended awarding a construction contract to Bay Area Lightworks, Inc. for \$612,955.00. Chiu addressed concerns regarding any risks or advantages associated with accepting a bid amount that is 45% below the Engineer's estimate.

It was moved by Councilmember Manalo, seconded by Vice Mayor Proaño and carried by unanimous roll call vote to adopt the resolution.

Resolution 26-2, Authorizing Award Of Construction Contract For The John Daly Boulevard/Skyline Boulevard Pedestrian Connection Project

APPOINTMENTS:

Mayor Sylvester emphasized the vital role that City Commissioners play as volunteers in the Daly City community. He proposed forming an ad hoc committee as a top priority to support the promotion of commission vacancies, develop protocols, define the purpose of each commission, and to track commissioner attendance, with the goal to improve the effectiveness of the commissions. Sylvester spoke about the priority of each Councilmember having the responsibility to appoint members to the commissions, encouraging them to fill vacancies. He invited Vice Mayor Proaño to join him on the ad hoc committee, to which the Vice Mayor agreed.

CITY OF DALY CITY  
MINUTES – SPECIAL MEETING – CITY COUNCIL  
JANUARY 6, 2026

REPORTS:

**Council Committee**

Council of Cities Dinner (Colma) (Proaño, Manalo, Sylvester)

**City Council**

Councilmember Manalo reported attendance at the following events: the 15th anniversary celebration of the Northern California Nursing Academy, along with Vice Mayor Proaño and Mayor Sylvester; the 76<sup>th</sup> Operation Santa Claus, where she delivered toys across the City with her family; the San Francisco Farms Bureau Event, along with representatives from the Cow Palace; the annual Christmas giveaway by Pacific Islands Together (PIT) to deliver toys to families, thanking the firefighters, police staff, Director Sakkal and City Manager Piccolotti for their participation; the Council of Cities Dinner; and the County Board of Supervisors’ Reorganization meeting, thanking District 5 Supervisor and former President Canepa and congratulating its new President, Corzo and new Vice President, Mueller.

Vice Mayor Proaño reported attendance at the following events: PIT’s Christmas giveaway, along with Councilmember Manalo, recognizing Reyna Meafua from PIT for her compassion, and acknowledging the children, the volunteers, and the police and fire staff for their participation; the Christmas toy drive event at Serramonte Center alongside Councilmember Manalo; and the Council of Cities Dinner in the Town of Colma.

Mayor Sylvester reported attendance at the following events: the Pickleball Tournament and toy drive by PIT, acknowledging Ms. Reyna and PIT members for serving 2,000 children this past Christmas; and the Council of Cities in Colma, where donations were raised for veterans' housing, acknowledging the firefighters for their participation.

Councilmember Daus-Magbual denounced the actions of the Federal administration for the situation in Venezuela, particularly the capture and kidnapping of a world leader and jeopardizing international relations for the U.S. Dr. Daus-Magbual also condemned the President for directing the illegal operation, asserting that he not only put members of the U.S. military at risk but also endangered the people of Venezuela.

ADJOURNMENT:

Mayor Sylvester adjourned the meeting in memory of William J. “Bill” Duggan and Diosdado “Dado” Banatao at 8:03 P.M.

Approved as submitted, this \_\_\_\_\_  
day of \_\_\_\_\_ January \_\_\_\_\_ 2026.

\_\_\_\_\_  
Glenn R. Sylvester  
Mayor

\_\_\_\_\_  
City Clerk



# City Council Meeting Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Clerical Technical Unit**

## Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and Teamsters Local 856 Clerical Technical Unit.

## Discussion

The management “meet and confer” representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of Teamsters Local 856 Clerical Technical Unit and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

### Salary Increase:

- Effective the first full pay period of September 2025 - 3% salary increase
- Effective the first full pay period of September 2026 - 3% salary increase
- Effective the first full pay period of September 2027 - 3% salary increase

### Equity Adjustment:

- Effective the first full pay period of September 2025 – 1% equity adjustment
- Effective the first full pay period of September 2026 – 0.5% equity adjustment
- Effective the first full pay period of September 2027 – 0.5% equity adjustment

### Longevity Pay:

All bargaining unit members who have completed twenty (20) years of service with the City of Daly City will receive additional compensation added to their base salary in the amount of one hundred dollars (\$100.00) per month.

### Bilingual Pay:

Effective January 1, 2026, bilingual Pay will increase to \$150.00 per month. The City will determine the number of positions, the shifts, the eligible languages and the standards and procedures for certification of such pay.

### Vision Reimbursement Program:

- Effective January 1, 2026, the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).

**City Council Agenda Report**

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Clerical Technical Unit**

**Meeting Date: January 26, 2026**

**Page 2 of 2**

- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

Fiscal Impact

Staff recommends appropriating \$165,155 for FY 2026 and \$301,971 for FY 2027 for estimated increase in costs due to the contracts. Of the totals being appropriated, for FY 2026, \$127,139 would be utilizing General Fund – Fund Balance, \$25,051 would use Water Fund- Fund Balance and \$12,965 would use Sanitation Fund – Fund Balance. For 2027, \$235,498 would utilize the General Fund – Fund Balance, \$43,979 from the Water Fund – Fund Balance and \$22,494 from the Sanitation Fund – Fund Balance.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and Teamsters Local 856 Clerical Technical Unit for the period of September 1, 2025, through August 31, 2028.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Natalie Sakkal  
Director of Human Resources

Attachment: Tracked Changes Teamsters Local 856 Clerical Technical MOU

MEMORANDUM OF UNDERSTANDING

Teamsters Local 856, IBT  
CLERICAL TECHNICAL UNIT

September 1, 2025~~2~~ through August 31, 2028~~5~~

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MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DALY CITY  
and  
TEAMSTERS LOCAL 856 - CLERICAL/TECHNICAL BARGAINING UNIT  
September 1, 2025~~2~~ through August 31, 2028~~5~~

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been negotiated by and between the bargaining representatives of the City of Daly City (hereinafter, "City") and the bargaining representatives of Teamsters Local 856, Clerical/Technical Unit (hereinafter, "Union"), and shall apply to all employees of the City working in the classifications set forth in Appendix "A", as relevant to the employee's Civil Service classified and non-classified employment status.

The adjustments to wages, hours and conditions of employment that are set forth in this memorandum have been negotiated in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the bargaining representatives of the City and the bargaining representatives of the Union. The bargaining representatives of the Union represent that its members have accepted and ratified all of the adjustments set forth herein; and the bargaining 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 same manner and procedure prescribed by law.

**ARTICLE I – SALARIES**

A. Cost of Living Adjustments

~~2.1.~~ Effective in the first full pay period of September 2025, a three percent (3%) salary increase shall be applied to the salary schedule ~~A four percent (4%) cost of living adjustment effective September 3, 2022~~ (Appendix B).

~~3.2.~~ Effective in the first full pay period of September 2026, a three percent (3%) salary increase shall be applied to the salary schedule ~~A four percent (4%) cost of living adjustment effective September 2, 2023~~ (Appendix B-1).

4.3. Effective in the first full pay period of September 2027, a three percent (3%) salary increase shall be applied to the salary schedule. A four percent (4%) cost of living adjustment effective September 14, 2024. (Appendix B-2).

B. ~~Amend the salary schedule as follows~~ Equity Adjustments:

1. Effective the first full pay period of September 2025, a one percent (1%) salary increase shall be applied to the salary schedule.
2. Effective the first full pay period of September 2026, a one-half percent (0.5%) salary increase shall be applied to the salary schedule.
3. Effective the first full pay period of September 2027, a one percent (0.5%) salary increase shall be applied to the salary schedule.

~~4. The above equity adjustments will be additive to and not compounding with the Cost of Living increases. Effective the first full pay period of September 2022, create and assign Permit Assistant II to new Range 37Z, Appendix B.~~

- C. 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.

## ARTICLE II – BENEFITS

A. Medical Insurance Benefits

The City will continue to contract with the Teamsters Union Local 856 Health and Welfare Packages for the purpose of providing employees with medical insurance benefits.

Domestic partners will be afforded coverage in accordance with Teamsters 856 Trust Fund plan rules and regulations. (Please see the providers' plan description for details.)

The Teamsters 856 Trust Fund will determine eligibility for those employees who elect to receive benefits through the Teamsters 856 Trust Fund.

B. Cafeteria Plan Allowance

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City's monthly contribution will be as follows:

1. In the event that health benefits are provided through a composite rate, the City's monthly contribution amount shall be the Teamsters Union Local 856 Health and Welfare Package's composite rate or an amount equivalent to 95% of the PERS Kaiser Bay Area family rate, whichever is lower.
2. In the event that health benefits are broken down by coverage levels, the City's monthly contribution shall be equivalent to the Teamsters rate for each level of coverage or the PERS Kaiser Bay area rate for each level of coverage at 100% for employee only coverage and 95% for employee +1 or employee + family, whichever is lower.
3. From the Cafeteria Plan Allowance, employees must purchase the following qualified benefits:
  - City-sponsored dental/orthodontic insurance or Teamsters sponsored dental plan
  - City-sponsored life insurance (\$50,000)
  - City-sponsored long term disability insurance

C. Cash in lieu

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

D. Long Term Disability

The City agrees to continue to provide a long-term disability plan to provide sixty-six and two-thirds percent (66-2/3rd's) of salary to a maximum of \$4,000 per month after a 60-day waiting period and exhaustion of accumulated sick leave. The employee shall pay \$8.50/month towards the monthly premium and the City contributes towards the balance of the premium up to

\$51.50 per month. Further, the City agrees to increase its maximum contribution by 80% of any increase in the plan premium during the term of this agreement.

E. 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.

1. Effective January 1, 2026: the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).
2. Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
3. Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

### ARTICLE III - RETIREMENT

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits as follows:

A. Classic Members

For classic members as defined by CalPERS and California Public Employees' Pension Reform Act of 2013 (PEPRA) the City's contract with CalPERS provides the following:

- Section 21354.3 — 3% @ Age 60
- Section 20042 — One-Year Final Compensation
- Section 21335 — Annual Cost-Of-Living Allowance Increase (3%)
- Section 20965 — Credit for Unused Sick Leave
- Section 21548 — Pre Retirement Optional Settlement 2W Death Benefit
- Section 21573 — 1959 Survivor Benefit – Third Level
- Section 21620 — \$500 Retired Death Benefit
- Section 21024 — Military Service Credit as Public Service

B. New Members

For new members hired on or after January 1, 2013, as defined by CalPERS and PEPRA, the City's contract with CalPERS provides the following:

- Section 7522.20 — 2% @ Age 62
- Section 20037 — Three-Year Average Final Compensation
- Section 21335 — Annual Cost-of-Living Allowance Increase (3%)
- Section 20965 — Credit for Unused Sick Leave
- Section 21548 — Pre Retirement Optional Settlement 2W Death Benefit
- Section 21573 — 1959 Survivor Benefit Third Level

- Section 21024 – Military Service Credit as Public Service
- Section 21620 — \$500 Retired Death Benefit

C. Cost-Sharing

Employees shall contribute a total of 5.51% towards the employer’s share of the CalPERS contribution.

Effective September 10, 2016, bargaining unit employees shall pay an additional point seven five percent (0.75%) towards the employer share of the CalPERS contribution.

D. Retiree Medical

- a. Employees hired prior to November 14, 2022

The City’s contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA. The City’s monthly contribution to qualifying annuitants will be:

EE	up to \$769.50
EE + 1	up to \$721.54
Family	up to \$948.13

- b. Employees hired on or after November 14, 2022

The retiree medical benefit contribution from the City for bargaining unit employees hired on after November 14, 2022, shall be limited to the PEMHCA minimum.

The City shall contribute \$50 per month to the current ICMA retiree health savings account (or any account established under this section) for employees with the PEMHCA minimum retiree medical benefit.

**ARTICLE IV - STATE DISABILITY INSURANCE (SDI)**

The City will continue to contract with the State of California to provide for the State Disability Insurance Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contributions and there shall be no contributions by the City toward State Disability Insurance.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick benefit allowances shall be paid separately, but in the event State Disability Insurance payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with State Disability Insurance payments is to be automatic; the City may

not waive integration, and any employee entitled to State Disability Insurance payments must apply therefore (in order that the principle of integration may be applied) before sick benefits are payable.

#### ARTICLE V - HOLIDAYS

A. Affected regular full-time employees shall be entitled to take the following observed holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status on both their regularly scheduled workdays immediately preceding and following the holiday:

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

Per the City of Daly City Municipal Code, affected employees shall receive the one-half day for both Christmas Eve and New Year's Eve on the last regularly scheduled workday preceding the day observed as a Legal holiday for Christmas Day and New Year's Day. If a holiday falls on a Sunday such holiday will be observed on the Monday directly following the holiday. If a holiday falls on a Saturday such holiday shall be observed on the Friday directly preceding the holiday.

In the event that any of the holidays specified in Article VIII occur while an employee is on an authorized vacation, the holiday will not be charged to vacation. If an employee becomes sick during his/her vacation, such employee shall charge the period of illness against sick leave, provided that a doctor's certificate or personal affidavit is submitted prior to such charge against sick leave.

B. Holiday Closure

The City reserves the right to close City Hall operations from December 24th through December 31st. During City Hall closure, employees will be required to use available accrued vacation, comp time, floating holidays or other applicable leave (not sick leave) or take unpaid time if accrued leave is not available. The City will provide at least ninety (90) days' notice of the City Hall Closure to employees.

#### ARTICLE VI - VACATION

A. Employees accrue paid vacation as follows:

<u>Completed Years of</u>	<u>Annual Vacation</u>
<u>Employment</u>	<u>Accrual</u>

1 through 4	13 days
5 through 12	18 days
13 through 20	23 days
21 or more	28 days

B. Vacation Cash Out

On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee’s base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year. However, if the employee’s vacation leave balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

**ARTICLE VII – LEAVES**

The provision Rule XVII Leaves of the Rules and Regulations of the Classified Service apply to employees in the unit.

A. Sick Leave

Pursuant to the Rules and Regulations of the Classified Service, Rule XVII, Leaves of Absence, Section 6, affected classified “full time employees shall accrue sick leave at the rate of twelve (12) working days\* per year. Unused sick leave may be accrued for succeeding years up.” Also, Rule XVII Leaves of Absence, Section 6, “Sick leave shall not be considered as a right which may be used at the employee's discretion, but a privilege which should be allowed only in case of necessity, actual disability and illness as required by law.” The maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position remains at a cash value not to exceed 100 days of pay.

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

\*For purposes of section A, a workday shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.

B. Bereavement Leave

A maximum of five (5) working days of paid bereavement leave may be taken for deaths occurring in the immediate family. As used here, “immediate family” member means child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and any other individual identified in the City’s Rules and Regulations of the Classified Service, Rule 1,

Definition of Terms. Payment for time off will be subject to formal request to the City Manager by the employee who shall state the relationship to the deceased.

For purposes of this section, a “working day” shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.

### C. On-the-Job Injury Leave

Employees are entitled to On-The-Job-Injury Leave as provided for in the City’s Rules and Regulations of the Classified Service, Rule XVII, Section 9 and Chapter 2.44 -of the Daly City Municipal Code regarding temporary disability.

#### SECTION 9 ON-THE-JOB-INJURY INJURIES LEAVE

##### (a) Conditions

Whenever any miscellaneous City employee who is not a temporary or recurrent employee is disabled by injury or illness arising out of and in the course of duty, the employee, regardless of the period of service with the City, shall become entitled to a leave of absence without loss of salary while so disabled in lieu of temporary disability payments under worker's compensation for a period not to exceed one year. Workers' Compensation Injury Leave as follows:

1. Up to 90 calendar days of Injury Leave, either consecutive or cumulative, while so disabled, in lieu of Temporary Disability, paid at 80% of the employee’s total regular gross wages. In addition, the disabled employee shall receive any cafeteria or other City paid health care benefits to which s/he is entitled.
2. After the disabled employee has received Injury Leave at 80% of gross wages pursuant to section 1 above for a period of 90 calendar days, either consecutive or cumulative, if still disabled and eligible for Temporary Disability benefits as provided in the California Workers' Compensation Act, the employee shall be compensated at the appropriate State Temporary Disability rate. In order to continue full salary, accrued sick and vacation leave may be used to supplement temporary disability payments received under the California Workers' Compensation Act. In addition, the disabled employee shall receive any cafeteria or other City paid health care benefits to which s/he is entitled. Such compensation shall continue until the employee has received disability payments under this section and section 1 above for a maximum of 365 calendar days, either consecutive or cumulative. Such entitled The Injury Leave described in sections 1 and 2 above is "Family and Medical Care Leave" Qualifying. All temporary disability indemnity payments to which the employee is entitled during the referenced period, by virtue of the City's workers' compensation insurance, must be paid to the City.
3. If after receiving 365 calendar days of Injury Leave pay as provided above the employee remains eligible for Temporary Disability benefits as provided in the California Workers' Compensation Act, the employee shall be placed in an authorized leave without pay status and shall receive Temporary Disability benefits directly from the City’s Workers' Compensation Claims Administrator or Insurer, at the State mandated rate.

D. Personal Leave

The City provides affected employees 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. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

**ARTICLE VIII - ~~ALTERNATE~~ WORK SCHEDULES**

The regular work week shall consist of forty (40) hours and the regular workday shall consist of either eight (8) hours, nine (9) hours or ten (10) hours or twelve (12) hours. Each Department has the right to change work schedules during the term of this Agreement following the completion of any required meet and confer obligations.

For employees with a regular workweek of 37.5 total hours, the workday can also consist of 9.5 hours.

The City and Teamsters Local 856 Clerical/Technical Bargaining Unit members agree to cooperatively discuss and, under direction of the department head with concurrence from the City Manager, may implement pilot programs on alternative work schedules for certain affected employees during the term of this agreement. Such programs shall be reviewed and evaluated by the department head at least every six months to determine continuation or necessary changes. Evaluation shall include discussion with affected employees.

**ARTICLE IX - SUPPLEMENTAL ASSIGNMENT**

It is understood by the parties that assignment of an employee to supplemental duties and supplemental compensation is at the sole discretion of the City.

**ARTICLE X- EDUCATION**

The City agrees that affected classified and non-classified employees may be reimbursed for educational expenses of job-related courses upon prior approval by the Department Head and upon successful completion of course work.

**ARTICLE XI - LIST OF EMPLOYEES**

The City shall furnish to a representative designated by the Union, the name(s), classification and date of hire of employees newly appointed to the classifications set forth in Appendix "A" and employees leaving such classifications. The City, upon request of the Union, shall provide to a

representative designated by the Union a list reflecting salary range for affected classifications once per year.

#### **ARTICLE XII – STEWARDS**

The Union shall be entitled to a reasonable number of stewards, who shall restrict their activities to the handling of grievances and shall be allowed a reasonable amount of time for this purpose. The Union shall notify the City Manager in writing of the names of the stewards.

Stewards shall obtain permission from their supervisors before leaving their workstations to resolve grievances. This provision shall not be used to prevent the stewards from performing their duties or obligations set forth in this section provided, however, that the use of time for this purpose shall be reasonable and shall not interfere with the requirements of the City's services, as determined by the City.

When an employee is required to meet with a supervisor and such meeting will involve questioning leading to disciplinary action, the employee shall be entitled to have a representative present upon request of the employee.

#### **ARTICLE XIII - UNION REPRESENTATIVE**

A qualified representative of the Union shall be allowed to visit the work location for the purpose of ascertaining whether or not this Memorandum of Understanding is being observed. This right shall be exercised reasonably. A qualified representative of the Union shall report to management before proceeding to the work location. S/he shall not interfere with the normal conduct of work.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

City employees, the Union, or their officially designated Union representatives may, with the prior approval of the Department Head or his/her designated representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

The use of equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

#### **ARTICLE XIV - DUES DEDUCTION**

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

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

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

#### Teamsters D.R.I.V.E. Voluntary Contributions

The City agrees to deduct voluntary contributions to Teamsters DRIVE (Democrat, Republican, Independent, Voter Education) from the pay of those employees who request, in writing, on a form supplied by the Union and submitted to the City, that such deductions be made. The effective date of withholdings, time of remitting withholding to the Union, and all procedural matters shall be as mutually acceptable to the Union and the City, provided that the City's payroll system and its operations are not thereby disrupted.

#### New Employees

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

The City shall provide Union written notice of new employee orientations for employees new to this bargaining unit at least ten (10) business days prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of the Union to participate in the new employee orientations.

The Union shall indemnify, defend, and save the City of Daly City, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Section, or action taken or not taken by the City under this Section, and shall promptly reimburse the City for reasonable legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and costs to and including the reserved right of the City to select counsel of its own choice.

## **ARTICLE XV - BULLETIN BOARDS**

The Union shall be provided suitable space on a bulletin board at the primary work location for posting notices concerning official Union business.

The Union may use portions of a Department bulletin board under the following conditions:

- (1) All materials must be dated and must identify the Union that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (3) The Department reserves the right to determine where a bulletin board shall be placed and what portion of it is to be allocated to Union's materials.
- (4) If the Union does not abide by these rules, it may forfeit its right to have materials posted on a Department bulletin board.

## **ARTICLE XVI - ACCESS TO PERSONNEL FILES**

An employee or, on presentation of written authorization executed by the employee within thirty (30) days of said review, an employee's representative shall have access to the employee's personnel file upon request and at the reasonable convenience of the Personnel Department. Documentation in the personnel file relating to the investigation of a possible criminal offense, medical records, pre-employment background information, and information or letters of reference shall be specifically excluded from the inspection and review of the employee and/or the employee's representative. Personnel files shall be reviewed by the employee or his/her representative in the presence of a designated Human Resources Department representative. An employee may request a copy of materials which are not excluded from inspection and review under this section. The City will provide employees with all copies of performance evaluations and warning letters.

## **ARTICLE XVII – MISCELLANEOUS PROVISIONS**

### **A. Bilingual Pay**

The City provides one hundred dollars (\$100.00) per month bilingual pay to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification for such pay. Effective January 1, 2026, bilingual pay will increase to one hundred and fifty dollars (\$150.00) per month.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, Indonesian and American Sign Language.

B. Callback Pay for Police Records Clerks

Police Records Clerk I's & II's shall receive callback pay as per rule 16, section 10 of the Rules & Regulations of the Classified Service. When an affected Police Records Clerk I or Police Records Clerk II is called back to work on a City-celebrated holiday, the callback minimum will be increased to three and one half (3.5) hours at the rate of time and one-half.

C. Training Supplement

Police Records Clerk II's assigned to train new Police Records Clerk I's or II's shall receive five hours of compensatory time off for each five full shifts under such assignment. If training assignments are for less than five shifts, compensatory time off shall be awarded pro-rata. The employee may elect to receive equivalent cash payment in lieu of compensatory time off.

D. Letters of Reprimand

Employees may request in writing to the Department Head with a copy to the Director of Human Resources that letters of reprimand which are four (4) 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 4 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.
4. The Union will be provided a copy of the Letter of Reprimand.

E. Labor/Management Committee

Personnel Rules Update-The City and the Union will continue to meet and confer on noneconomic changes to the Personnel Rules that are within the scope of bargaining. Changes that are within the scope of bargaining will not be made until the meet and confer process is completed.

F. Discipline

See Appendix C.

G. Disciplinary Appeal Procedure

See Appendix D.

H. Reclassification Process

See Appendix E.

I. Classification/Compensation Survey (provision sunsets June 30, 2028)

The City will initiate a market compensation survey during the second year of this Agreement (September 1, 2026-August 31, 2027). At the Union's request, the parties will discuss the market compensation survey during a labor/management committee meeting prior to completion of the survey. Once complete, the City will share the results of the survey with the Union.

I.J. Mandatory Direct Deposit

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

J.K. Furloughs

The City has the right to negotiate furloughs during the term of this Agreement. The City would be required to provide notice and an opportunity to negotiate furloughs. Furloughs would be implemented either by agreement between the parties or upon completion of negotiations and the impasse procedures.

K.L. Release Time

During the term of this Agreement the City agrees to permit Union stewards to attend up to one day of Union training. Paid release time will be provided on one occasion for up to one full shift for stewards only. This Union release time does not accumulate and may not be carried over from year to year. This additional release time shall not continue past the expiration of this Agreement unless negotiated by the parties.

M. Longevity Pay

Employees who have completed twenty (20) years of service with the City of Daly City will received additional compensation added to their base salary in the amount of one hundred dollars (\$100.00) per month.

To the extent legally permissible, the City shall report longevity pay to CalPERS pursuant to Title 2 CCR, Section 571 (a) (1) and 571.1(b) (1) as Longevity Pay.

## **ARTICLE XVIII – RECOGNITION**

Teamsters Local 856 is recognized as the exclusive representative pursuant to the City of Daly City Employer-Employee Relations Resolution for all employees assigned to the classifications set forth in Appendix “A” which is attached and made a part hereof.

## **ARTICLE XIX - GRIEVANCE PROCEDURE**

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 employee’s relative to the application or interpretation of the Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established policies and procedures of the City or department (whether written or oral) or, a dispute or disagreement as to the facts pertaining to a disciplinary matter.

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 condition subject to meeting and conferring; any disciplinary action shall not be a subject of the grievance procedure. All grievances shall be processed in accordance with the following procedure:

- Step 1: No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Steward with the immediate supervisor who will attempt to settle the matter, and the immediate supervisor shall render a decision within three (3) working days.
- Step 2: If any such grievance or complaint is not settled by the procedure above described, it shall within three (3) working days be set forth in writing by the Union and submitted to the Division Head. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the Division Head in an attempt to settle the matter. Within three (3) working days following such meeting, the employer shall give a written reply to the grievance.
- Step 3: If any such grievance or complaint is not settled by the procedure above described, it shall within thirty (30) working days be set forth in writing by the Union and submitted to the Department Head. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the Department Head in an attempt to settle the matter. Within three working (3) days following such meeting, the Employer shall give a written reply to the grievance.
- Step 4: If any such grievance or complaint is not settled by the procedure above described, it shall within three (3) working days be set forth in writing by the Union and submitted to the City Manager. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the City Manager in an attempt to settle the matter. Within three (3) working days following such meeting, the Employer shall give a written reply to the grievant.
- Step 5: If any such grievance has not been settled by the procedure described, the grievance may within seven (7) working days be submitted to the Personnel Board, if eligible under the Rules and Regulations then in effect and in accordance with Step 6 below, or to advisory arbitration in accordance with Step 7 below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both.
- Step 6: The City Council shall act upon the recommendation of the Personnel Board within —thirty (30) calendar days following the date of their receipt of the recommendation.
- Step 7: Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step 4, the grievant may appeal the grievance to advisory arbitration.

The request for advisory arbitration must be given in writing to the City Manager by the grievant within ten (10) working days from the date of the Step 4 answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the California State Conciliation and

Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Rules and Regulations of the Classified Service at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Rules and Regulations of the Classified Service or impose any limitations or obligations not specifically provided for under the terms of the MOU or Rules and Regulations of the Classified Service.

The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law.

The fees of the arbitrator will be born equally by the employee or employee association and the City. However, the City will reimburse up to \$15,000 towards the Teamsters Local 856 Clerical Technical Unit cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

#### **ARTICLE XX - COOPERATION BETWEEN PARTIES**

The Union agrees to jointly cooperate with the City in increasing communications between the employees and the supervisors and to improve performance and productivity. The City and the Union recognize the importance of employee involvement in the operations of the City.

#### **ARTICLE XXI - SEPARABILITY OF PROVISIONS**

Should any section, clause or provision of this MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU.

In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

#### **ARTICLE XXII - FULL UNDERSTANDING**

This MOU constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. There will be no alteration or modification of any provision contained in this MOU without the written consent of all parties hereto. Existing practices and/or benefits which are not referenced in this MOU and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer



**APPENDIX A - TEAMSTERS, LOCAL 856 - CLERICAL/TECHNICAL UNIT  
CLASSIFICATIONS**

**CLASSIFIED EMPLOYEES**

Office Assistant I  
Office Assistant II  
Office Assistant III  
Cashier  
Account Clerk I  
Account Clerk II  
Account Clerk III  
Accounting Technician  
Community Development Assistant  
Registration Clerk  
Senior Accounting Technician  
Police Records Clerk I  
Police Records Clerk II  
Permit Assistant I  
Permit Assistant II

**NON-CLASSIFIED EMPLOYEES**

Senior Center Office Assistant

**APPENDIX B - BIWEEKLY SALARY SCHEDULE Z**

**TEAMSTERS LOCAL 856  
 CLERICAL/TECHNICAL UNIT**

**Effective September 13, 202~~5~~2**

<b><u>Range</u></b>		<b><u>Classification</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
Z 016	A	Registration Clerk	2602.09	2732.19	2868.80	3012.24	3162.85
Z 016	A	Senior Center Office Assistant	2602.09	2732.19	2868.80	3012.24	3162.85
Z 016	A	Office Assistant I	2602.09	2732.19	2868.80	3012.24	3162.85
Z 018	C	Police Records Clerk I	2612.77	2743.41	2880.58	3024.61	3175.84
Z 025	A	Account Clerk I	2862.50	3005.62	3155.90	3313.70	3479.38
Z 125	A	Office Assistant II	2898.70	3043.64	3195.82	3355.61	3523.39
Z 026	C	Police Records Clerk II	2912.58	3058.21	3211.12	3371.67	3540.26
Z 030	A	Permit Assistant I	3108.64	3264.07	3427.27	3598.64	3778.57
Z 030	A	Office Assistant III	3108.64	3264.07	3427.27	3598.64	3778.57
Z 031	A	Account Clerk II	3148.80	3306.24	3471.55	3645.13	3827.38
Z 031	A	Cashier	3148.80	3306.24	3471.55	3645.13	3827.38
Z 033	A	Account Clerk III	3337.99	3504.89	3680.14	3864.14	4057.35
Z 037	A	Permit Assistant II	3412.75	3583.39	3762.56	3950.69	4148.22
Z 038	A	Accounting Technician	3489.82	3664.31	3847.53	4039.91	4241.90
Z 042	A	Senior Accounting Technician	3674.33	3858.05	4050.95	4253.50	4466.18

A - 40 hours per week  
 C - 37.5 hours per week

**APPENDIX B-1 - BIWEEKLY SALARY SCHEDULE Z**

**TEAMSTERS LOCAL 856  
 CLERICAL/TECHNICAL UNIT**

**Effective September 12, 202~~6~~<sup>3</sup>**

<b><u>Range</u></b>		<b><u>Classification</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
Z 016	A	Registration Clerk Senior Center Office	2693.16	2827.82	2969.21	3117.67	3273.55
Z 016	A	Assistant	2693.16	2827.82	2969.21	3117.67	3273.55
Z 016	A	Office Assistant I	2693.16	2827.82	2969.21	3117.67	3273.55
Z 018	C	Police Records Clerk I	2704.22	2839.43	2981.40	3130.47	3287.00
Z 025	A	Account Clerk I	2962.69	3110.82	3266.36	3429.68	3601.16
Z 125	A	Office Assistant II	3000.16	3150.17	3307.68	3473.06	3646.71
Z 026	C	Police Records Clerk II	3014.52	3165.25	3323.51	3489.68	3664.17
Z 030	A	Permit Assistant I	3217.44	3378.31	3547.23	3724.59	3910.82
Z 030	A	Office Assistant III	3217.44	3378.31	3547.23	3724.59	3910.82
Z 031	A	Account Clerk II	3259.01	3421.96	3593.05	3772.71	3961.34
Z 031	A	Cashier	3259.01	3421.96	3593.05	3772.71	3961.34
Z 033	A	Account Clerk III	3454.82	3627.56	3808.94	3999.39	4199.36
Z 037	A	Permit Assistant II	3532.20	3708.81	3894.25	4088.96	4293.41
Z 038	A	Accounting Technician Senior Accounting	3611.97	3792.57	3982.19	4181.30	4390.37
Z 042	A	Technician	3802.94	3993.08	4192.74	4402.37	4622.49

A - 40 hours per week  
 C - 37.5 hours per week

**APPENDIX B-2 - BIWEEKLY SALARY SCHEDULE Z**

**TEAMSTERS LOCAL 856  
 CLERICAL/TECHNICAL UNIT**

**Effective September 1~~1~~<sup>1</sup>, 202~~7~~<sup>4</sup>**

<b><u>Range</u></b>		<b><u>Classification</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
Z 016	A	Registration Clerk	2787.42	2926.79	3073.13	3226.79	3388.13
Z 016	A	Senior Center Office Assistant	2787.42	2926.79	3073.13	3226.79	3388.13
Z 016	A	Office Assistant I	2787.42	2926.79	3073.13	3226.79	3388.13
Z 018	C	Police Records Clerk I	2798.87	2938.81	3085.75	3240.04	3402.04
Z 025	A	Account Clerk I	3066.38	3219.70	3380.68	3549.72	3727.20
Z 125	A	Office Assistant II	3105.17	3260.42	3423.44	3594.62	3774.35
Z 026	C	Police Records Clerk II	3120.03	3276.03	3439.83	3611.82	3792.41
Z 030	A	Permit Assistant I	3330.05	3496.55	3671.38	3854.95	4047.70
Z 030	A	Office Assistant III	3330.05	3496.55	3671.38	3854.95	4047.70
Z 031	A	Account Clerk II	3373.07	3541.72	3718.81	3904.75	4099.99
Z 031	A	Cashier	3373.07	3541.72	3718.81	3904.75	4099.99
Z 033	A	Account Clerk III	3575.74	3754.53	3942.25	4139.37	4346.33
Z 037	A	Permit Assistant II	3655.83	3838.62	4030.55	4232.08	4443.68
Z 038	A	Accounting Technician	3738.39	3925.30	4121.57	4327.65	4544.03
Z 042	A	Senior Accounting Technician	3936.04	4132.84	4339.48	4556.46	4784.28

A - 40 hours per week  
 C - 37.5 hours per week

### APPENDIX C – DISCIPLINE

The following Rule XVIII Standards of Employment of the Rules and Regulations of the Classified Services is attached below for reference.

SECTION 10 Causes for discipline or discharge. Each of the following constitutes cause for disciplinary action or discharge of an employee. (Rev 12/12/88-Res #88-298)

- (a) Chronic absenteeism
- (b) Discourteous treatment of the public, supervisors, other employees
- (c) Failure to follow directions, policies and procedures
- (d) Improper political activity
- (e) Inappropriate use of drugs and alcohol
- (f) Incompetence
- (g) Inexcusable neglect of duty
- (h) Insubordination
- (i) Loss of equipment or property
- (j) Misuse of City time
- (k) Misuse or damage of City equipment or property
- (l) Sexual harassment
- (m) Tardiness
- (n) Untruthfulness
- (o) Vehicle accident
- (p) Violation of City and/or Department rules, regulations, policies and procedures
- (q) Violation of City, State and/or Federal Law(s)

#### **APPENDIX D - 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 E - PROCESS FOR RECLASSIFICATIONS

1- During November, December and January of each year, an employee may request once every thirty-six (36) months, a reevaluation of his/her job based on:

- significant changes in job content and/or
- significant discrepancies between job content and classification description, and/or responsibilities assigned.

The request must contain justification, and shall be made to Human Resources, who will acknowledge the request within ten (10) day of receipt.

2- Depending on the nature of the request and the information submitted, the job analysis may include such techniques as:

- Comparison of information supplied in the classification analysis to current job description
- Salary and job description survey of other cities that may have matching classifications
- Interview with incumbent, immediate supervisor, and/or department head
- Physical desk/job audit
- Analysis of similar classifications or positions in the City for equity purposes

It is the City's expectation that the job analysis will be completed within 90 days. If the City is unable to complete the job analysis within this time frame, the Union will be contacted and provided an updated date of completion.

At the City's discretion, an outside consultant may be retained to complete the reclassification analysis and make a recommendation to the City.

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

4- The final recommendation will be communicated via a memo with any supporting documentation from Human Resources to the City Manager. All recommendations are subject to the City Manager's approval. In addition to the City Manager's approval, reclassifications may be subject to approval by the Personnel Board and/or City Council.

Employees in the reclassification process may have a representative present at the meeting with Human Resources regarding the reclassification results.



# City Council Meeting Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Police Assistants**

## Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and Teamsters Local 856 Police Assistants.

## Discussion

The management “meet and confer” representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of Teamsters Local 856 Police Assistants and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

## Salary Increase:

- Effective the first full pay period of September 2025 - 3% salary increase
- Effective the first full pay period of September 2026 - 3% salary increase
- Effective the first full pay period of September 2027 - 3% salary increase

## Equity Adjustment:

- Effective the first full pay period of September 2025 – 1% equity adjustment
- Effective the first full pay period of September 2026 – 0.5% equity adjustment
- Effective the first full pay period of September 2027 – 0.5% equity adjustment

## Longevity Pay:

All bargaining unit members who have completed twenty (20) years of service with the City of Daly City will receive additional compensation added to their base salary in the amount of one hundred dollars (\$100.00) per month.

## Uniform Allowance:

Effective January 1, 2026, uniform allowance shall increase to \$900/year.

## Bilingual Pay:

Effective January 1, 2026, bilingual Pay will increase to \$150.00 per month. The City will determine the number of positions, the shifts, the eligible languages and the standards and procedures for certification of such pay.

**City Council Agenda Report**

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Police Assistants**

**Meeting Date: January 26, 2026**

**Page 2 of 2**

Vision Reimbursement Program:

- Effective January 1, 2026, the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

Fiscal Impact

Staff recommends appropriating \$88,470 for FY 2026 and \$160,952 for FY 2027 utilizing the General Fund – Fund Balance for estimated increase in costs due to the contracts.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and Teamsters Local 856 Police Assistants for the period of September 1, 2025, through August 31, 2028.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Natalie Sakkal  
Director of Human Resources

Attachment: Tracked Changes Teamsters Local 856 Police Assistants MOU

MEMORANDUM OF UNDERSTANDING

Teamsters Local 856, IBT  
POLICE ASSISTANTS UNIT

September 1, 2025~~22~~ through August 31, 2028~~5~~

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MEMORANDUM OF UNDERSTANDING

September 1, 2025~~2~~ through August 31, 2028~~5~~

Between the City of Daly City

and

Teamsters Local 856, Police Assistants

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Daly City (hereinafter, "City") and the bargaining representatives of the Teamsters Local 856 Police Assistants (hereinafter called "Union") and shall apply to all employees in the City working in the classifications of:

Community Services Officer

Police Assistant I

Police Assistant II

Senior Police Assistant

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 bargaining representatives of the City and the bargaining representatives of the Union. The Union representatives represent that a majority of the members of the Union have approved all of the salary and fringe benefit adjustments as set forth herein; and the bargaining 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 same manner and procedure prescribed by law.

**ARTICLE I - DUES DEDUCTIONS**

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

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

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

Teamsters D.R.I.V.E. Voluntary Contributions

The City agrees to deduct voluntary contributions to Teamsters DRIVE (Democrat, Republican, Independent, Voter Education) from the pay of those employees who request, in writing, on a form supplied by the Union and submitted to the City, that such deductions be made. The effective date of withholdings, time of remitting withholding to the Union, and all procedural matters shall be as mutually acceptable to the Union and the City, provided that the City's payroll system and its operations are not thereby disrupted.

### New Employees

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

The City shall provide Union written notice of new employee orientations for employees new to this bargaining unit at least ten (10) business days prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of the Union to participate in the new employee orientations.

The Union shall indemnify, defend, and save the City of Daly City, its officers, agents and employees, harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Section, or action taken or not taken by the City under this Section, and shall promptly reimburse the City for reasonable legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges. This includes, but is not limited to, the City's attorney fees and costs; to and including the reserved right of the City to select counsel of its own choice.

## **ARTICLE II – SALARIES**

### A. ~~Cost of Living~~ Salary Increases:

- Effective in the first full pay period of September 2025, a three percent (3%) salary increase shall be applied to the salary schedule~~Effective September 3, 2022, bargaining unit members shall receive a four percent (4%) cost of living increase. (See Appendix A)~~
- Effective in the first full pay period of September 2026, a three percent (3%) salary increase shall be applied to the salary schedule~~Effective September 2, 2023, bargaining unit members shall receive a four percent (4%) cost of living increase. (See Appendix A-1)~~

- Effective in the first full pay period of September 2027, a three percent (3%) salary increase shall be applied to the salary schedule~~Effective September 14, 2024, bargaining unit members shall receive a four percent (4%) cost of living increase. (See Appendix A-2)~~

£

B. Equity Adjustments:

1. Effective the first full pay period of September 2025, a one percent (1%) salary increase shall be applied to the salary schedule.
2. Effective the first full pay period of September 2026, a one-half percent (0.5%) salary increase shall be applied to the salary schedule.
3. Effective the first full pay period of September 2027, a one percent (0.5%) salary increase shall be applied to the salary schedule.

The above Equity Adjustments will be additive to and not compounding with the Cost of Living increases. ~~Effective September 3, 2022, the City shall adjust the Police Assistant II salary range to be 5% above Police Assistant I and shall adjust the Community Services Officer salary range to be 10% above Police Assistant I.~~

- B. The City will continue to make available the IRC Section 414(h) 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.

### **ARTICLE III – BENEFITS**

A. Medical Insurance Benefits

The City will continue to contract with the Teamsters Union Local 856 Health and Welfare Packages for the purpose of providing employees with medical insurance benefits. Domestic partners will be afforded coverage in accordance with Teamsters 856 Trust Fund plan rules and regulations. (Please see the provider's plan description for details.) The Teamsters 856 Trust Fund will determine eligibility for those employees who elect to receive benefits through the Teamsters 856 Trust Fund.

B. Cafeteria Plan Allowance

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City's monthly contribution will be as follows:

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

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

- City-sponsored dental/orthodontic insurance (if not selecting the Teamsters option)
- City-sponsored life insurance (\$50,000)
- City-sponsored long term disability insurance

#### C. Cash in lieu

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

1. Effective January 1, 2026: the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).

2. Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
3. Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

D.

#### ARTICLE IV – RETIREMENT

The City contracts with the California Public Employees’ Retirement System (“CalPERS”) to provide retirement benefits as follows:

A. Classic Employees: For classic employees as defined by CalPERS and California Public Employees’ Pension Reform Act of 2013 (“PEPRA”), the City’s contract with the CalPERS provides the following:

- Section 20042 – One Year Final Compensation
- Section 21335 – Annual Cost-of-Living Allowance Increase (3%)
- Section 20965 – Credit for Unused Sick Leave
- Section 21573 – 1959 Survivor Benefit Level 3 for affected employees
- Section 21354.3 – 3% @ Age 60
- Section 21548 – Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21620 – \$500 Retired Death Benefit
- Section 21024 – Military Service Credit as Public Service

B. New Employees: –For new employees hired on or after January 1, 2013, as defined by CalPERS and PEPRA, the City’s contract with CalPERS provides the following:

- Section 20037 – Final Compensation Three Year
- Section 21335 – Annual Cost-of-Living Allowance Increase (3%)
- Section 20965 – Credit for Unused Sick Leave
- Section 21573 – 1959 Survivor Benefit Level 3 for affected employees
- Section 7522.20 – 2% @ Age 62
- Section 21548 – Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21024 – Military Service Credit as Public Service
- Section 21620 – \$500 Retired Death Benefit

Employees in this group will maintain the current employee contribution of 5.41% towards the employer’s share of the CalPERS contribution.

C. Cost Sharing - Bargaining unit members shall pay an additional (.75%) towards the employer share of the CalPERS contribution.

D. Retiree Medical

a. Employees hired prior to November 14, 2022

The City's contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA. The City's monthly contribution to qualifying annuitants will be:

EE	up to \$940.55
EE + 1	up to \$940.55
Family	up to \$940.55

b. Employees hired on or after November 14, 2022

The retiree medical benefit contribution from the City for bargaining unit employees hired on after November 14, 2022, shall be limited to the amount provided as the PEMHCA minimum under Government Code section 22892.

For employees with the PEMHCA minimum retiree medical benefit, the City shall contribute \$50 per month to the ~~ICMA~~ City's contracted retiree health savings account.

**ARTICLE V - ADMINISTRATIVE PROVISIONS**

A. The City will honor requests for dues deductions from employees who are members of the Union.

B. Reprimands:- City agrees to provide the Union with copies of all written reprimands given to its members, provided that:

- The employees provide a written release in advance to the Human Resources Director,
- Copies supplied to the union at the same time as given to the employee,
- Union to designate an agent for service of such copies, and
- Applies only to written reprimands.

C. Letters of Reprimand:

Employees may request in writing to the Department Head with a copy to the Director of Human Resources that letters of reprimand which are four (4) 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 4 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.
4. The Union will be provided a copy of the Letter of Reprimand.

D. Grievance Procedure: (See Appendix B)

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 regarding the application or interpretation of The Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established policies and procedures of the City or department (whether written or oral) or, a dispute or disagreement as to the facts pertaining to a disciplinary matter.

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 condition subject to meeting and conferring; any disciplinary action shall not be a subject of the grievance procedure. All grievances shall be processed in accordance with the following procedure:

- Step 1: No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Steward with the immediate supervisor who will attempt to settle the matter and the immediate supervisor shall render a decision within three (3) working days.
- Step 2: If any such grievance or complaint is not settled by the procedure above described, it shall within three (3) working days be set forth in writing by the Union and submitted to the Division Head. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the Division Head in an attempt to settle the matter. Within three (3) working days following such meeting, the employer shall give a written reply to the grievance.
- Step 3: If any such grievance or complaint is not settled by the procedure above described, it shall within thirty (30) working days be set forth in writing by the Union and submitted to the Department Head. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the Department Head in an attempt to settle the matter. Within three working (3) days following such meeting, the Employer shall give a written reply to the grievance.
- Step 4: If any such grievance or complaint is not settled by the procedure above described, it shall within three (3) working days be set forth in writing by the Union and submitted to the City Manager. Within three (3) working days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward, the Union Representative, and the City Manager in an attempt to settle the matter. Within three (3) working days following such meeting, the Employer shall give a written reply to the grievance.
- Step 5: If any such grievance has not been settled by the procedure described, the grievance may within seven (7) working days be submitted to the Personnel Board, if eligible under the Rules and Regulations then in effect and in accordance with Step 6 below, or to advisory arbitration in accordance with Step 7 below. The grievant has the

right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both

Step 6: The City Council shall act upon the recommendation of the Personnel Board within thirty (30) calendar days following the date of their receipt of the recommendation.

Step 7: Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step 4, the grievant may appeal the grievance to advisory arbitration.

The request for advisory arbitration must be given in writing to the City Manager by the grievant within ten (10) working days from the date of the Step 4 answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Rules and Regulations of the Classified Service at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Rules and Regulations of the Classified Service or impose any limitations or obligations not specifically provided for under the terms of the MOU or Rules and Regulations of the Classified Service. The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law.

The fees of the arbitrator will be born equally by the employee or employee association and the City. However, the City will reimburse up to \$15,000 towards the Teamsters Local 856 Police Assistant Unit cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

- E. The City and Union agree to a joint labor/management committee comprised of three (3) Police Department Managers appointed by the Chief of Police and three (3) employee representatives, one an officer of the Union, and one Police Assistant both appointed by the employee organization. The committee will normally meet monthly, or on some other mutually agreeable schedule, on a date and at a time and location mutually agreed to by both parties. Agenda items shall be submitted three (3) working days prior to the meeting. The purpose of the meetings will be to discuss ongoing issues of mutual concern. This committee is not a substitute for meet and confer, nor does it have the authority to modify the Memorandum of Understanding.

## ARTICLE VI - HOURS AND OVERTIME

- A. When practicable, the City agrees to not require Police Assistants to work in excess of twelve (12) hours during any twenty-four (24) hour period. The determination whether or not a Police Assistant will be required to work in excess of twelve (12) hours during any twenty-four (24) hour period shall be made by the Police Chief or his designate. (In most cases for practical purposes, the Watch Commander.)
- B. When practicable, each of the following provisions will be implemented for Police Assistants who may be requested to work overtime 1) shall be given one (1) hour advance notice of such overtime period; 2) and may be given a fifteen (15) minute paid break prior to the start of such overtime work. Determination as to who will carry out the above provision shall be made by the Chief of Police or his designate.

All voluntary overtime will be offered on a rotational basis. If overtime cannot be filled voluntarily it shall be assigned as mandatory on a rotational basis beginning with the employee with the least amount of seniority.

~~All overtime will be filled in the order of Seniority. Mandatory overtime will be assigned on a rotational basis. The employee with the least amount of seniority will be assigned first.~~

- C. When practicable, the Police Assistants shall receive two (2) uninterrupted paid fifteen (15) minute breaks, away from their work stations, one to be taken in the first half of the eight-hour work shift, and one to be taken in the second half of the eight-hour work shift. Determination as to who will carry out the above provision shall be made by the Chief of Police or his designate. (Usually, for practical purposes, the Watch Commander.)

- ~~D. When practicable, Police Assistants shall be given an uninterrupted thirty (30) minute unpaid lunch period, to be away from their work station. Determination on the above shall be made by the Chief of Police or his designate. (Usually, for practical purposes, the Watch Commander.) In the event that an employee is required to work through this meal break, the employee shall be compensated at the appropriate rate of pay.~~

- D. The regular work week shall consist of forty (40) hours and the regular workday shall consist of either eight (8) hours, nine (9) hours or ten (10) hours or twelve (12) hours. The Department has the right to change work schedules during the term of this Agreement following the completion of any required meet and confer obligations.

- E. Police Assistants Lunch  
In lieu of the City paying overtime for business-related interruptions during lunch breaks, the Police Assistants will receive a thirty-minute paid lunch break.

- F. Shift Bids

For purposes of determining seniority of and Police Assistants when bidding shift assignments/days off and vacations, no adjustment to length of service shall be made for any absence without pay. 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.

#### G. Shift Schedule

Except in cases of operational need, there will be a semi-annual watch change. The watch change will occur in March and September consistent with the Patrol Division's watch change dates. The Police Department shall post a list of shift assignments, which shall include the starting times of each shift and days off for each assignment. Police Assistants shall request a desired shift assignment and shall be awarded shift assignments on the basis of seniority and the availability of shifts. If a shift assignment/day-off change becomes necessary at times other than the semi-annual interval, Police Assistants shall be notified at least 72 hours in advance of implementation. If not given such notice, all hours worked on the changed shift (until 72 hours from notice) shall be compensated at the rate of time and one half of the employee's hourly rate of pay. The 72-hour notice requirement shall not apply to shift changes resulting from the Police Department not having 72 hours' notice of the need to replace an employee. Sign up shall be done by the appropriate Division Commander or designee.

#### H. Shift Trades

1. Shift trades are a privilege, not a right, and are subject to written approval.
2. All requests for trade of shifts are to be submitted in writing to the Watch Commander on such form as prescribed by the Daly City Police Department ("DCPD"). Written determination of requests for trade of shift will be returned to the requesting employee(s) no later than 72 hours after receipt of the prescribed form.
3. Any request for shift trade submitted on the DCPD prescribed form less than 72 hours prior to the actual trade will be considered an "Emergency" request. Emergency requests will be evaluated on a case-by-case basis, but are still subject to written approval.
4. All "pay backs" are to be made within 60 days of the original trade.
5. Affected classifications must make all "pay backs" in the same time increments as the original trade except that paybacks of eight (8) hours can be made in no less than two 4-hour increments.

#### I. Alternate Work Schedules

The City and Union agree to cooperatively discuss and, under direction of the department head with concurrence from the City Manager, may implement pilot programs on alternative work schedules during the term of the agreement. Such programs shall be reviewed and evaluated by the department head at least every six months to determine continuation or necessary changes. Evaluation shall include discussion with affected employees. Policy details and or determination of continuation of the alternate work schedule shall be negotiated with the Union.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

### A. Training Supplement

Police Assistants assigned to train other Police Department employees (including Police Assistants and Police Officers) shall receive one hour of compensatory time for each eight (8) hours of training and pro-rated after eight (8) hours of training, if applicable. The employee may elect to receive equivalent cash payment in lieu of compensatory time off.

The Police Assistant Job Specification may be revised to include training duties. This revision would be subject to Personnel Board and City Council adoption.

### B. Uniforms

1. Effective January 1, 2023, the City agrees to provide an annual uniform allowance of \$800.00 for employees in the classification of Police Assistants, paid in equal installments of \$30.77 per pay period. Effective January 1, 2026, the annual allowance shall increase to \$900 and be paid in equal installments of \$34.61 per pay period. To the extent legally permissible, the City shall report uniform allowance to CalPERS for Classic members only pursuant to Title 2 CCR, Section 571(a)(5) as uniform allowance.
2. ~~Effective June 24, 2002, the~~ City agrees to reimburse newly hired Police Assistants for the initial uniform purchase of two (2) shirts, two (2) pants, one (1) jacket and one (1) cap after authorization of purchase by the Chief of Police or designee and upon presentation of the invoice.

### C. Bilingual Supplement Pay: The City provides one hundred dollars (\$100.00) per month bilingual pay to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification for such pay. Effective January 1, 2026, bilingual pay will increase to one hundred and fifty dollars (\$150.00) per month.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

~~maximum of six (6) assignments will be designated for bilingual supplemental pay at the rate of \$100.00 per month to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English. To be eligible for such designation, employees must achieve certification of fluency through the Human Resources Department. Only certified fluency in Spanish, American Sign Language, Tagalog, or a common dialect of Chinese will be considered for bilingual supplemental pay.~~

C. \_\_\_\_\_

The Chief has absolute discretion to designate those Police Assistants who will receive bilingual supplemental pay assignments.

To the extent legally permissible, the City shall report bilingual supplement pay to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as Bilingual Premium.

- D. Longevity Pay – ~~All bargaining unit members~~ Those in the classification of Police Assistant who have completed twenty (20) years of service as Police Assistant with the City of Daly City will receive additional compensation added to their base salary in the amount of one hundred dollars (\$100.00) per month.

To the extent legally permissible, the City shall report longevity pay to CalPERS pursuant to Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) as Longevity Pay.

- E. No Discrimination: Neither the City nor the Union shall discriminate for or against any employee or applicant for employment or Union membership because of any legally protected classification including, but not limited to classifications such as race, religion, national origin, sex, age, ancestry, color, sexual preference, religious creed, physical or mental disability which does not prevent an employee from meeting the minimum standards established.

- F. Labor/Management Committee:

Personnel Rules: The City and the Association will continue to meet and confer on changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed. Appendices in the MOU that are outdated due to the revision of Personnel Rules will be ~~deleted~~ removed subject to mutual agreement.

- G. Discipline  
See Appendix C.

- H. Disciplinary Appeal Procedure:  
See Appendix D.

- I. Reclassification Process:  
See Appendix E.

- J. Mandatory Direct Deposit:  
All employees will participate in mandatory direct deposit for payroll (including all compensation and reimbursements).

- K. Classification/Compensation Survey (provision sunsets June 30, 2028)

The City will initiate a market compensation survey during the second year of this Agreement (September 1, 2026-August 31, 2027). At the Union's request, the parties will discuss the

market compensation survey during a labor/management committee meeting prior to completion of the survey. Once complete, the City will share the results of the survey with the Union.

### **ARTICLE VIII - DISABILITY INSURANCE**

- A. Long Term Disability - The City agrees to continue to provide a Long Term Disability Plan to provide sixty-six and two-thirds percent (66-2/3%) of salary to a maximum of \$6,000 per month after a 60-day waiting period and exhaustion of accumulated sick leave. The employee shall pay \$8.50 towards the monthly premium and the City contributes towards the balance of the premium up to \$51.50 per month. Further, the City agrees to increase its maximum contribution by 80% of any increase in the plan premium during the term of this agreement.
- B. State Disability Insurance - The City shall continue to contract with the State of California to make available the State Disability Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contributions and there shall be no contribution by the City toward State Disability Insurance.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick benefit allowances shall be paid separately, but in the event State Disability Insurance payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with State Disability Insurance payments is to be automatic; the City may not waive integration, and any employee entitled to State Disability Insurance payments must apply therefore (in order that the principle of integration may be applied) before sick benefits are payable.

### **ARTICLE IX - HOLIDAYS**

- B. Holidays for affected classifications shall be observed on the following days provided that an employee is in a paid status on the days immediately preceding and following the observed holiday:

New Year's Day, January 1	Veteran's Day (City)
Martin Luther King, Jr., Holiday	Thanksgiving Day
President's Birthday (City)	Day after Thanksgiving Day
Memorial Day (City)	December 24 (four hours)
Juneteenth (City)	Christmas Day, December 25
Independence Day, July 4	December 31 (four hours)
Labor Day (City)	

### ARTICLE X – VACATION

Employees accrue paid vacation as follows:

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

### ARTICLE XI – LEAVES

For purposes of this “Leaves” section, a workday is defined as eight (8) hours.

The provision in Rule XVII Leaves of the Rules and Regulations of the Classified Service apply to employees in the unit.

#### A. Sick Leave

Pursuant to The Rules and Regulations of the Classified Service, Rule XVII, Leaves of Absence, Section 6, affected classified “full-time employees shall accrue sick leave at the rate of twelve (12) working days per year. ” Also, Rule XVII Leaves of Absence, Section 6, “Sick leave shall not be considered as a right which may be used at the employee’s discretion, but a privilege which should be allowed only in case of necessity and actual illness, disability, and as required by law.” The maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death, or abolishment of position remains at a cash value not to exceed 100 days of pay.

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

#### B. Bereavement Leave

~~Bereavement Leave may be taken in accordance with the City’s Bereavement Leave Policy. A maximum of five (5) working days\* of paid bereavement leave may be taken for deaths occurring in the immediate family. As used here, “immediate family” member means child, parent, sibling, grandparent, grandchild, domestic partner, parent-in-law, and any other individual identified in the City’s Rules and Regulations of the Classified Service, Rule 1, Definition of Terms and/or applicable California law. Payment of time off will be subject to formal request to the City Manager by the employee. The City Manager may request documentation in support of such leave consistent with California Government Code 12945.7.~~

~~\* For the purpose of this section a working day shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.~~

C. Jury Duty

See Rules and Regulations of the Classified Service - Rule XVII Leaves of Absence.

D. On-the-Job Injury Leave

Affected employees disabled by injury or illness arising out of and in the course of duty, regardless of the period of service with the City, shall become entitled to a leave of absence in accordance with Rules and Regulations of the Classified Service Rule XVII Section 9 and Chapter 2.44 of the Daly City Municipal Code regarding temporary disability

SECTION 9 ON-THE-JOB-INJURY INJURIES LEAVE

(a) Conditions

Whenever any miscellaneous City employee who is not a temporary or recurrent employee is disabled by injury or illness arising out of and in the course of duty, the employee, regardless of the period of service with the City, shall become entitled to a leave of absence without loss of salary while so disabled in lieu of temporary disability payments under worker's compensation for a period not to exceed one year. Workers' Compensation Injury Leave as follows:

1. Up to 90 calendar days of Injury Leave, either consecutive or cumulative, while so disabled, in lieu of Temporary Disability, paid at 80% of the employee's total regular gross wages. In addition, the disabled employee shall receive any cafeteria or other City paid health care benefits to which s/he is entitled.

2. After the disabled employee has received Injury Leave at 80% of gross wages pursuant to section 1 above for a period of 90 calendar days, either consecutive or cumulative, if still disabled and eligible for Temporary Disability benefits as provided in the California Workers' Compensation Act, the employee shall be compensated at the appropriate State Temporary Disability rate. In order to continue full salary, accrued sick and vacation leave may be used to supplement temporary disability payments received under the California Workers' Compensation Act. In addition, the disabled employee shall receive any cafeteria or other City paid health care benefits to which s/he is entitled. Such compensation shall continue until the employee has received disability payments under this section and section 1 above for a maximum of 365 calendar days, either consecutive or cumulative. Such entitled The Injury ~~leave~~ Leave described in sections 1 and 2 above is "Family and Medical Care Leave" Qualifying. All temporary disability indemnity payments to which the employee is entitled during the referenced period, by virtue of the City's workers' compensation insurance, must be paid to the City.

If after receiving 365 calendar days of Injury Leave pay as provided above the employee remains eligible for Temporary Disability benefits as provided in the California Workers' Compensation Act, the employee shall be placed in an authorized leave without pay status and shall receive Temporary Disability benefits directly from the City's Workers' Compensation Claims Administrator or Insurer, at the State mandated rate.

E. Personal Leave

The City provides affected employees two hours of personal leave to be taken any time during the calendar year that is agreeable to the employee and the employee's department head. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

**ARTICLE XI - COURT TIME**

Affected employees who are required to be present in court during their off-duty hours for 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 two hours or less, the compensation will be two hours at time and one-half. The City agrees to provide up to a maximum of three (3) hours pay at straight time to off-duty Police Assistants 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 or Police Assistant is required to actually be present, the provision for the two (2) hour minimum pay at time and one-half will replace the Standby Time in full as described above. The City and the Union 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 Assistants.

**ARTICLE XII - COOPERATION BETWEEN PARTIES**

- A. 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 Teamsters Local 856 Union agrees that during the term of the Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slow-downs, 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.
- B. The Union agrees to jointly cooperate with the City in increasing communications between the employees and the supervisors, and to improve performance and productivity. The City and the Union recognize the importance of employee involvement in the operations of the City.

**ARTICLE XIII – DURATION**

- A. Those provisions not specifically modified by this Memorandum of Understanding shall remain in full force and effect for the term of this agreement.

- B. Except as specifically provided, the effective date of this Memorandum of Understanding is upon City Council adoption.
- C. The term of this Memorandum of Understanding shall be from September 1, 2025 through August 31, 2028.

**ARTICLE XIV - SIGNATORIES**

Signatories of this Memorandum of Understanding between the City of Daly City and Police Assistants.

REPRESENTATIVES FOR THE CITY OF DALY CITY:

REPRESENTATIVES FOR TEAMSTERS LOCAL 856 PUBLIC SAFETY POLICE ASSISTANTS:

_____ Natalie Sakkal Director of Human Resources	_____ DATE	_____ Mark Leach Business Representative	_____ DATE
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_____ <del>Donna Williamson</del> <u>Tevon Edwards</u> Treasurer      DATE Chief Negotiator	_____ DATE	_____ Peter Finn, Secretary-	_____
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_____ Tim Nevin Director, Finance & Administrative Services	_____ DATE
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_____ Abby Veaser <del>Deputy Director, Finance &amp; Administrative Services</del>	_____ DATE
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_____ Bonnie Woo Assistant to the Director of Human Resources	_____ DATE
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**APPENDIX A - BIWEEKLY SALARY SCHEDULE D**

TEAMSTERS 856 - POLICE ASSISTANTS

Effective September 13, 202~~5~~<sup>2</sup>

<b><u>Range</u></b>		<b><u>Classification</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
D 020	A	Police Assistant I	2935.78	3082.57	3236.70	3398.53	3568.46
D 027	A	Police Assistant II	3082.57	3236.70	3398.53	3568.46	3746.88
D 030	A	Community Services Officer	3229.36	3390.83	3560.37	3738.39	3925.31
D 030	A	Senior Police Assistant	3229.36	3390.83	3560.37	3738.39	3925.31
Longevity (20 years)			46.15	46.15	46.15	46.15	46.15

A = 40 hours/week

**APPENDIX A-1 - BIWEEKLY SALARY SCHEDULE D**

**TEAMSTERS 856 - POLICE ASSISTANTS**

Effective September ~~12~~<sub>12</sub>, 202~~6~~<sub>3</sub>

<b><u>Range</u></b>		<b><u>Classification</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
D 020	A	Police Assistant I	3038.53	3190.46	3349.98	3517.48	3693.36
D 027	A	Police Assistant II Community Services	3190.46	3349.98	3517.48	3693.36	3878.02
D 030	A	Officer	3342.39	3509.51	3684.98	3869.23	4062.69
D 030	A	Senior Police Assistant	3342.39	3509.51	3684.98	3869.23	4062.69
Longevity (20 years)			46.15	46.15	46.15	46.15	46.15

A = 40 hours/week

**APPENDIX A-2 - BIWEEKLY SALARY SCHEDULE D**

**TEAMSTERS 856 - POLICE ASSISTANTS**

Effective September 1~~1~~<sub>4</sub>, 202~~7~~<sub>4</sub>

<b><u>Range</u></b>		<b><u>Classification</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
D 020	A	Police Assistant I	3144.88	3302.13	3467.23	3640.59	3822.62
D 027	A	Police Assistant II	3302.13	3467.23	3640.59	3822.62	4013.75
D 030	A	Community Services Officer	3459.37	3632.34	3813.96	4004.65	4204.89
D 030	A	Senior Police Assistant	3459.37	3632.34	3813.96	4004.65	4204.89
Longevity (20 years)			46.15	46.15	46.15	46.15	46.15

A = 40 hours/week

## **APPENDIX B - GRIEVANCES AND APPEALS**

The following Rule XIV of Daly City's Rules and Regulations of the Classified Service is attached hereto for informational purposes only.

### GRIEVANCES AND APPEALS

SECTION 1 - Any employee in the Classified Service shall have the right to appeal to the Board to determine the employee's status under the Position Classification Plan. Such an appeal shall be made in writing and shall set forth:

- (a) Statement of the employee's Classification;
- (b) Complete statement of duties performed by the employee for the past sixty (60) days and the length of time performing each of said duties;
- (c) Statement of Classification claimed and reasons therefor.

SECTION 2 - Any employee in the Classified Service shall have the right to appeal to the Board relative to any situation connected with the employee's working conditions. Such an appeal shall be made in writing and shall set forth:

- (a) Brief statement of exact condition or conditions as to which complaint is made;
- (b) Date condition or conditions were drawn to the attention of the Department Head; and
- (c) What action, if any, the Department took or any reason given for refusing to act.

SECTION 3 - Any employee in the Classified Service shall have the right to appeal to the Board any situation affecting the employee's employment status as prescribed under the Code, or amendments thereto, except as to the judgmental decision which must be reached by City Management regarding whether or not the probationary period was successfully passed. (Rev. 8/23/76 - Res. #76-189)

SECTION 4 - Alternate procedures to those herein provided for appeal may be utilized for resolving grievances of City, employee or employee organization, if such alternate procedure is established by written Memorandum of Understanding by and between City and employee organizations. (Rev. 11/23/68 - Res. #4168)

## APPENDIX C – DISCIPLINE

The following Rule XVIII Standards of Employment of the Rules and Regulations of the Classified Services is attached below for reference.

SECTION 10 Causes for discipline or discharge. Each of the following constitutes cause for disciplinary action or discharge of an employee. (Rev 12/12/88-Res #88-298)

- (a) Chronic absenteeism
- (b) Discourteous treatment of the public, supervisors, other employees
  - I Failure to follow directions, policies and procedures
- (d) Improper political activity
  - I Inappropriate use of drugs and alcohol
- (f) Incompetence
- (g) Inexcusable neglect of duty
- (h) Insubordination
- (i) Loss of equipment or property
- (j) Misuse of City time
- (k) Misuse or damage of City equipment or property
- (l) Sexual harassment
- (m) Tardiness
- (n) Untruthfulness
- (o) Vehicle accident
- (p) Violation of City and/or Department rules, regulations, policies and procedures
- (q) Violation of City, State and/or Federal Law(s)

## APPENDIX D- 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.
  - a. 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.
  - b. All hearings shall be open unless the employee requests a closed hearing.
  - c. 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.
    - i. 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.
    - ii. The Chairperson of the Personnel Board shall rule on the admission or exclusion of evidence.
    - iii. 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
  1. Oral evidence shall be taken only under Oath.
  2. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:
  3. The City shall be permitted to make an opening statement.
  4. The employee shall be permitted to make an opening statement.
  5. The City shall present its case in chief.
  6. The employee may then present a defense and offer evidence in support.
  7. 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
  8. Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.
  9. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.
  10. 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.
  11. 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 E - PROCESS FOR RECLASSIFICATIONS

(a) During November, December and January of each year, an employee may request once every thirty-six (36) months, a reevaluation of his/her job based on:

- 1) significant changes in job content and/or
- 2) significant discrepancies between job content and classification description, and/or responsibilities assigned.

The request must contain justification, and shall be made to Human Resources, who will acknowledge the request within ten (10) day of receipt.

(b) Depending on the nature of the request and the information submitted, the job analysis may include such techniques as:

- 1) Comparison of information supplied in the classification analysis to current job description
- 2) Salary and job description survey of other cities that may have matching classifications  
Interview with incumbent, immediate supervisor, and/or department head  
Physical desk/job audit  
Analysis of similar classifications or positions in the City for equity purposes.

It is the City's expectation that the job analysis will be completed within 90 days. If the City is unable to complete the job analysis within this time frame, the Union will be contacted and provided an updated date of completion.

At the City's discretion, an outside consultant may be retained to complete the reclassification analysis and make a recommendation to the City.

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

(d) The final recommendation will be communicated via a memo with any supporting documentation from Human Resources to the City Manager. All recommendations are subject to the City Manager's approval. In addition to the City Manager's approval, reclassifications may be subject to approval by the Personnel Board and/or City Council.

*Employees in the reclassification process may have a representative present at the meeting with Human Resources regarding the reclassification results.*



# City Council Meeting Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Safety Inspectors**

## Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and Teamsters Local 856 Safety Inspectors.

## Discussion

The management “meet and confer” representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of Teamsters Local 856 Safety Inspectors and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

### Salary Increase:

- Effective the first full pay period of September 2025 - 3% salary increase
- Effective the first full pay period of September 2026 - 3% salary increase
- Effective the first full pay period of September 2027 - 3% salary increase

### Equity Adjustment:

- Effective the first full pay period of September 2025 – 1% equity adjustment
- Effective the first full pay period of September 2026 – 0.5% equity adjustment
- Effective the first full pay period of September 2027 – 0.5% equity adjustment

### Standby Pay:

Standby pay will increase from \$8.50/hour to \$10.50/hour.

### Uniform Allowance:

Effective January 1, 2026, uniform allowance shall increase to \$900/year, paid in equal installments.

### Educational Incentive:

Employees will be eligible for Level D Series.

- Employees will receive one-percent (1%) of base pay for possession of a Bachelor’s Degree in a related field.
- Employees will receive two-percent (2%) of base pay for possession of a Master’s Degree in a related field.

**City Council Agenda Report**

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and Teamsters Local 856 Safety Inspectors**

**Meeting Date: January 26, 2026**

**Page 2 of 2**

Bilingual Pay:

Effective January 1, 2026, bilingual Pay will increase to \$150.00 per month. The City will determine the number of positions, the shifts, the eligible languages and the standards and procedures for certification of such pay.

Vision Reimbursement Program:

- Effective January 1, 2026, the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

Fiscal Impact

Staff recommends appropriating \$63,888 for FY 2026 and \$106,222 for FY 2027 utilizing the General Fund – Fund Balance for estimated increase in costs due to the contracts.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and Teamsters Local 856 Safety Inspectors for the period of August 1, 2025, through August 31, 2028.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Natalie Sakkal  
Director of Human Resources

Attachment: Tracked Changes Teamsters Local 856 Safety Inspectors MOU

MEMORANDUM OF UNDERSTANDING

Teamsters Local 856, IBT  
SAFETY INSPECTORS UNIT

August 1, 2025 through ~~July~~ August 31, 2028

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MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CITY OF DALY CITY**  
**and**  
**TEAMSTERS UNION LOCAL 856—SAFETY INSPECTORS**  
**August 1, 2025~~2~~ through ~~July~~ August 31, 2028~~5~~**

The adjustment to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the staff representatives of the City of Daly City (hereinafter called "City"), and the representatives of the Teamsters Union Local 856—Safety Inspectors (hereinafter called Union) and shall apply to all the employees in the ~~CITY~~ City working in the classification of Safety Inspector.

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed in good faith and agreed upon between the staff representatives of the City and the Bargaining Unit. Bargaining Unit agree that its members have accepted and ratified all of the adjustments set forth herein, and the staff representatives of the City agree to recommend acceptance and adoption by Resolution of the City Council to the effect that all adjustments as set forth herein be adopted in full by the City Council in the manner and procedures prescribed by law. The adjustments to salaries and fringe benefits listed herein are acceptable to both parties as attested to by the duly designated representatives who are signatories hereto.

ARTICLE 1 – RECOGNITION

Union is recognized as exclusive representatives pursuant to the City of Daly City Employer-Employee Relations Resolution for all employees assigned to the classification of Safety Inspector.

ARTICLE 2 – NO DISCRIMINATION

There shall be no discrimination by the City, recognized employee organizations, or anyone employed by the City for or against any employee or applicant for employment, promotion, demotion or discharge, because of any legally protected classification including but not limited to classifications such as race, religious creed, color, ancestry, national origin, gender or sexual orientation, marital status, political opinions or affiliations, or lawful employee union organization activities; and to the extent prohibited by applicable State and Federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from performing the essential duties established for the position for which he/she is applying.

### ARTICLE 3 – DUES DEDUCTION

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

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

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

#### Teamsters D.R.I.V.E. Voluntary Contributions

The City agrees to deduct voluntary contributions to Teamsters DRIVE (Democrat, Republican, Independent, Voter Education) from the pay of those employees who request, in writing, on a form supplied by the Union and submitted to the City, that such deductions be made. The effective date of withholdings, time of remitting withholding to the Union, and all procedural matters shall be as mutually acceptable to the Union and the City, provided that the City's payroll system and its operations are not thereby disrupted.

#### New Employees

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

The City shall provide Union written notice of new employee orientations for employees new to this bargaining unit at least ten (10) business days prior to the event. Union representatives shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. The City shall provide an adequate and reasonable amount of release time for designated officers and representatives of the Union to participate in the new employee orientations.

The Union shall indemnify, defend, and save the City of Daly City, its officers, agents and employees harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Article or action taken or not taken by the City under this Article, and shall promptly reimburse the City for reasonable legal fees and costs incurred by the City in responding to or defending against any claims, disputes or challenges. This

includes, but is not limited to, the City's attorney fees and costs; to and including the reserved right of the City to select counsel of its own choice.

#### ARTICLE 4 – ACCESS TO PERSONNEL FILES

An employee or the employee's designated representative shall have access to the employee's personnel file upon written request to the Human Resources Department. The employee or the employee's representative shall schedule an appointment with the Human Resources Department to review the personnel file. Employees will be given copies of any written reprimand or performance evaluation placed in their personnel file. Within a reasonable period of time from the receipt by the employee of a written reprimand or performance evaluation, the employee may respond in writing. The written response will be placed in the employee's personnel file.

#### ARTICLE 5 – SALARIES

##### A. Cost of Living Adjustments Salary Increases

- ~~A-1.~~ Effective in the first full pay period of September 2025, a three percent (3%) salary increase shall be applied to the salary schedule.~~Effective August 6, 2022, the parties agree to a four percent (4%) cost of living increase. (See Appendix A).~~
- ~~B-2.~~ Effective in the first full pay period of September 2026, a three percent (3%) salary increase shall be applied to the salary schedule.~~Effective August 5, 2023, the parties agree to a four percent (4%) cost of living increase. (See Appendix A-1).~~
3. Effective in the first full pay period of September 2027, a three percent (3%) salary increase shall be applied to the salary schedule.~~Effective August 3, 2024, the parties agree to a four percent (4%) cost of living increase. (See Appendix A-2).~~

##### B. Equity Adjustments

1. Effective the first full pay period of September 2025, a one percent (1%) salary increase shall be applied to the salary schedule.
2. Effective the first full pay period of September 2026, a one-half percent (0.5%) salary increase shall be applied to the salary schedule.
- ~~C-3.~~ Effective the first full pay period of September 2027, a one percent (0.5%) salary increase shall be applied to the salary schedule.

The above Equity Adjustments will be additive to and not compounding with the Cost of Living increases.

#### ARTICLE 6 - BENEFITS

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

A. Medical Insurance Benefits

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

B. Cafeteria Plan Allowance

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City will provide each eligible active employee with a monthly Cafeteria Plan Allowance for the purpose of participation in Section 125 Cafeteria Flexible Benefits Health and Welfare Plan. The City's monthly contribution will be as follows:

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

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

- City-sponsored dental/orthodontic insurance (if not selecting the Teamsters option)
- City-sponsored life insurance (\$50,000)

C. Cash in lieu

1. Eligibility: Employees who opt out of the medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out

arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the City knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. Employees and known dependents who do not provide the annual information required will be enrolled in the lowest cost health plan.

2. Cash in lieu is \$500 per month.

D. Domestic partners will be afforded in accordance with Teamsters 856 Trust Fund plan rules and regulations. (Please see the providers’ plan description for details.) The Teamsters 856 Trust Fund will determine eligibility for those employees who elect to receive benefits through the Teamsters 856 Trust Fund.

E. Vision Reimbursement Plan: Employees and their dependents are eligible for a maximum reimbursement of \$200 per year for frames or lenses. The reimbursement may be requested every 12 months.

1. Effective January 1, 2026: the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).
2. Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
3. Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

E.

F. Long Term Disability: Employees pay \$29.50 in Fire Dues for long term disability.

G. Vacation:

Employees accrue paid vacation as follows:

<u>Completed Years of Employment</u>	<u>Annual Vacation Accrual</u>
1 through 4	13 days
5 through 12	18 days
13 through 20	23 days
21 or More	28 days

## ARTICLE 7 - HOLIDAYS

A. Affected regular full-time employees shall be entitled to take the following observed holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status on both their regularly scheduled workdays immediately preceding and following the holiday.

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

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

C. If a holiday falls on a Sunday, such holiday will be observed on the Monday directly following the holiday. If a holiday falls on a Saturday, such holiday shall be observed on the Friday directly preceding the holiday. In the event that any of the holidays specified in Article 5 occur while an employee is on an authorized vacation, the holiday will not be charged to vacation. If an employee becomes sick during his/her vacation, such employee shall charge the period of illness against sick leave, provided that a doctor's certificate or personal affidavit is submitted prior to such charge against sick leave.

## ARTICLE 8 – RETIREMENT

The City contracts with the California Public Employees' Retirement System ("CalPERS") to provide retirement benefits as follows:

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

- Section 21363.1 – 3% at age 55 benefit formula
- Section 20024.2 – One Year Final Compensation
- Section 21574 – 1959 Fourth Level Survivor
- Section 21548 – Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21024 – Military Service Credit as Public Service
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 - \$500 Retired Death Benefit

B. New Employees: For new members hired on or after January 1, 2013 as defined by CalPERS and PEPRRA, the City's contract with CalPERS provides the following:

- Section 21363.1 – 2.75% at Age 57 Benefit Formula
- Section 20037 – Three-Year Average Final Compensation
- Section 21329 – Annual Cost-of-Living Allowance Increase (up to 2%)
- Section 21548 – Pre-Retirement Optional Settlement 2 Death Benefits
- Section 21024 – Military Service Credit as Public Service
- Section 21551 – Pre Retirement Death Benefits to continue after remarriage of survivor
- Section 21620 – \$500 Retired Death Benefit

Beginning on August 5, 2015, the bargaining unit employee contribution to the employer CalPERS contribution rate shall adjust to 5.25% for bargaining unit.

C. Cost Sharing - Bargaining unit employees shall pay an additional point seven five percent (0.75%) towards the employer share of the CalPERS contribution.

D. Retiree Medical

a. Employees hired prior to November 14, 2022

The City's contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA. The City's monthly contribution to qualifying annuitants will be:

EE	up to \$769.50
EE + 1	up to \$721.54
Family	up to \$948.13

b. Employees hired on or after November 14, 2022

The retiree medical benefit contribution from the City for bargaining unit employees hired on after November 14, 2022, shall be limited to the amount provided as the PEMHCA minimum under Government Code section 22892.

For employees with the PEMHCA minimum retiree benefit, the City shall contribute \$50 per month to the City's ICMA contracted retiree health savings account.

All bargaining unit employees with less than 5 years of service shall contribute \$50 per month to the City's contracted Retiree Health Savings account effective January 2026.

Employees with 5 years or more of service shall contribute \$100 per month to the City's contracted Retiree Health Savings account effective January 2026. A retiring employee (defined as an employee who is retiring from the City and is taking a service or disability

retirement from PERS) shall place 100% of the cash value of their vacation and compensatory time off into the City's contracted Retiree Health Savings Account.

\*Note-Article 10-Leaves, Section A. Sick Leave: Employees hired on or after July 1, 2020, shall not be eligible to cash out sick leave upon separation from employment.

E. Section IRC 414(h)

City will continue to make available the Section IRC 414(h) option to affected members. Eligibility to participate and the irrevocable conditions of one-time-only election continue to be pursuant to the regulations as set forth by the Internal Revenue Service.

F. The City shall continue to make available the Section IRC 414 (h) 2 option to affected members. Eligibility to participate and the irrevocable conditions of a one-time only election continue pursuant to the regulations as set forth by the Internal Revenue Service.

#### ARTICLE 9 – HOURS AND OVERTIME

A. Work Week/-Work Day: The regular workweek shall consist of forty (40) hours and the regular workday shall consist of either eight (8) hours or nine (9) hours or ten (10) hours or twelve (12) hours. The Department has the right to change work schedules during the term of this Agreement following completion of any required meet and confer obligations.

B. Alternative Work Schedule: The City agrees to implement, within 30 days of adoption of the MOU, a 4/10 Alternate Work Week Pilot for up to three (3) years. The pilot may be extended by the City for an additional specific period.

C. Should the 4/10 schedule be rescinded, the Safety Inspectors' schedule will return to the 9/80 schedule.

D. Overtime: -Employees working in excess of their regular work day shall be granted overtime pay or compensating time off for the time worked at the discretion of the Department Head, at time and one-half (1.5X) of the employee's base rate of pay. Employees subject to the requirements of the FLSA who work in excess of their scheduled 40-hour workweek shall be granted overtime pay at time and one-half (1.5X) of the employee's rate of pay.

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

F. Call Back: If an employee is called back to work, he or she shall, upon reporting, receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at time and one-half (1.5X) of the employee's base rate of pay. This provision does not apply to instances in which the employee is called to report before his or her regular starting time and has worked from the time he or she reports to his regular starting time.

G. Standby Program:

1. Standby coverage and therefore Standby duty is an essential function of the Fire Safety Inspector classification and a condition of employment.
2. Prior to January 1 of each calendar year, all Fire Safety Inspectors, in accordance with seniority, will pick a week to begin their stand by assignment as follows:  

The senior Fire Safety Inspector will choose either the first week, second week or third week of January to begin his/her standby rotation. The next Fire Safety Inspector according to seniority will choose one of the two remaining weeks to begin his/her rotation etc. Each Fire Safety Inspector is completely responsible for coverage of their assigned weeks throughout the year and must find a trade partner if they desire coverage for an absence.
3. Fire Safety Inspectors must obtain prior approval from their supervisor before any change in standby rotation or coverage is allowed. In consideration of the current minimum staffing level, Fire Safety Inspectors may request time off during their assigned rotation. The Fire Chief or designee shall approve all such requests. Requests for time off during an assigned rotation shall not constitute excessive absenteeism and shall not result in disciplinary action.
4. Inspectors shall be compensated at \$~~108~~.50 per hour while assigned to their standby rotation. Standby hours are as follows:  

Monday through Friday: 5:30p.m. to 7:00a.m.  
Saturday through Sunday: 7:00a.m. to Monday at 7:00 a.m.  
City Holidays: 7:00 a.m. to 7:00 a.m. the day after the City Holiday.

When a Fire Safety Inspector is called into work, he/she will receive a minimum of two hours overtime compensation. -Once an Inspector is called and receiving overtime compensation, he/she will not be eligible for the standby pay during that time period.
5. The Parties acknowledge that Standby pay is not pensionable special compensation.

- H. Furloughs: The City has the right to negotiate furloughs during the term of this Agreement. The City would be required to provide notice and an opportunity to negotiate furloughs. Furloughs would be implemented either by agreement between the parties or upon completion of negotiations and the impasse procedures.
- I. City Holiday Closure: The City reserves the right to close City Hall operations from December 24th through December 31st. During City Hall closure, employees will be required to use available accrued vacation, comp time, floating holidays or other applicable leave (not sick leave) or take unpaid time if accrued leave is not available.

## ARTICLE 10 – LEAVES

The provision Rule XVII Leaves of the Rules and Regulations of the Classified Service apply to employees in the unit.

### A. Sick Leave

Sick leave shall not be considered as a right which may be used at the employee's discretion, but a privilege which shall be allowed only in case of necessity and actual illness, disability and as required by law. Full-time employees shall accrue sick leave at the rate of twelve (12) working days\* (ninety-six (96) hours) per year. For classifications represented by this bargaining unit, there is no maximum accrual.

Any bargaining unit employee having accumulated, unused sick leave credit who is separated from employment by retiring as set forth in the Public Employees' Retirement System contract or, for reason of death or abolishment of position, shall be paid fifty percent (50%) of said employee's daily rate of pay for each day of accumulated and unused sick leave as of the date of said retirement, death, or abolishment of position. However, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position remains at a cash value not to exceed one hundred (100) days (eight hundred (800) hours) of pay.

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

\* For purposes of this section, a workday is defined as eight (8) hours.

### B. Bereavement Leave

Bereavement Leave may be taken in accordance with the City's Bereavement Leave Policy.

~~A maximum of five (5) working days\* of paid bereavement leave may be taken for deaths occurring in the immediate family. Payment for time off will be subject to formal request to the City Manager by the employee. The City Manager may request documentation in support of such leave consistent with California Government Code 12945.7. Bereavement Leave shall not be accumulated and is not a part of the sick leave benefit. For purposes of this section, immediate family shall be defined as: spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, and parent-in-law.~~

~~\*For purposes of this section, a working day shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.~~

### C. Personal Leave

City agrees to provide affected members two hours of personal leave to be taken at any time during the calendar year that is agreeable to the employee and the employee's department head. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

ARTICLE 11 – ADVANCE NOTICE

Except in cases of emergency, the Union shall be given reasonable written notice of any proposed ordinance, resolution or change to the *Rules and Regulations of the Classified Service* directly relating to matters within the scope of representation. When requested, the Union shall be afforded the opportunity to meet and confer with the City on such matters.

ARTICLE 12 – EDUCATIONAL INCENTIVE PROGRAM

A. ~~Effective March 1, 1992, City eliminated the educational/longevity incentive program in effect on February 29, 1992, for affected classifications and establish an~~ The City offers an educational incentive program as follows:

**Level A-I Series**

For possession of any or all of the following, affected employee shall receive five percent (5%) on base pay.

**OPTION 1:** Fire Inspector 1 (SFT)

**OPTION 2:** Fire Investigator (SFT)

**OPTION 3:** Subject to the approval of the Fire Chief, 120 hours of approved course work offered by NFPA, ICBO, etc., to include any three of the following 40-hour curriculums:

- Code Enforcement
- Plan/Check Review
- Building Construction
- Fire Inspection Practices
- Flammable Liquids/Gases
- Uniform Fire Code

**Option 3 requires the following:**

Minimum two (2) years as full-time paid Firefighter and one (1) year as Fire Prevention Officer.

OR

Minimum three (3) years as paid Fire Prevention Officer.

**Level B-II Series**

For possession of any one or all of the following, affected employee shall receive two percent (2%) on base pay.

**OPTION 1:** Fire Inspector 2 (SFT)

**OPTION 2:** Subject to the approval of the Fire Chief, 120 hours of course work (in addition to those required for Level I Series) offered by NFPA, ICBO, etc., to include any three of the following 40-hour curriculums:

- Fire Protection Systems
- Hazardous Material Occupancies  
Titles 19 & 24, California Administrative Code (Public Safety and State Building Standards)
- Hydraulic Sprinkler Calculations

This option (2) requires one additional year of experience as a full-time paid Fire Prevention Officer.

~~B. Affected employees who, as of February 29, 1992, were receiving educational/longevity pay could continue, effective March 1, 1992 to receive educational/longevity compensation at the same rate that was in effect on February 29, 1992, until such time that they qualified for educational incentive pay under the terms of the new educational incentive program described above, at which time the rate of compensation under the new educational incentive program replaced the rate in effect on February 29, 1992.~~

**Level C-III Series:**

For possession of any or all of the following, affected employees shall receive one percent (1%) on base pay.

**OPTION 1:** Plan Examiner (SFT)

**OPTION 2:** Subject to the approval of the Fire Chief, 120 hours of course work (in addition to those required to Level 2 series) offered by NFPA, ICBO, etc. to include any two of the following 40-hour curriculums:

- Hydraulic Sprinkler Calculations
- Plan Checking
- Contemporary Management Issues and Concepts

This option (2) requires one additional year of experience as a full-time paid Fire Prevention Officer.

**Level IV-D Series**

Possession of a BA/BS degree in a related field, affected employees shall receive one-percent (1%) of base pay.

Possession of a Master's degree in a related field, affected employees shall receive two-percent (2%) of base pay.

Level D Series incentives are not cumulative and the maximum educational incentive is 2% of base pay.

## ARTICLE 13 – GRIEVANCE PROCEDURE

### DEFINITION

A grievance is defined as a condition that exists as a result of an unsatisfactory adjustment or failure to adjust a claim or dispute by an employee or employees relative to the application or interpretation of the Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established procedures and policies of the City or Department (whether written or oral) of a dispute, disagreement or omissions as to the facts pertaining to a disciplinary matter.

The following shall not be considered a grievance: The means, manner, method or merit of any service or activity provided by law or executive order, collective issues of salary, fringe benefits or working conditions subject to meeting and conferring; and disciplinary action.

No matter shall be considered a grievance or complaint until it is first taken up verbally by the employee and/or a representative of his/her choice with his/her immediate supervisor. (In those situations where the nature of the problem involves the immediate supervisor or higher, the problem will be discussed with the next higher rank.)

All grievances shall proceed in accordance with the following:

Step A: An employee who believes that he/she has a grievance shall take up such grievance with his/her immediate supervisor within 24 calendar days of the occurrence of knowledge of the alleged grievance. If the employee fails to do so within such time limit, the alleged grievance may not thereafter be taken up.

The supervisor with whom the problem is discussed shall give a reply within five (5) calendar days. If the aggrieved is not satisfied with the decision, the following step will be taken.

Step B: The aggrieved shall submit a copy of the written grievance along with a copy of the written decision and/or other pertinent facts, to the next higher level of command (Fire Chief). The Chief of the Department will render a written decision on the grievance within five (5) calendar days. If at this point the aggrieved feels that the grievance has not been resolved, the aggrieved may appeal the decision of the chief to the next higher

authority as outlined in *the Rules and Regulations of the Classified Service* and/or Memorandum of Understanding.

Step C: Within seven (7) calendar days after receipt of the grievance by the next higher authority (City Manager), there shall be a meeting between the aggrieved employee and/or the Union Business Representative and the City Manager or his/her representative, in an attempt to settle the matter. Within five (5) working days following such meeting, the City Manager shall make a written reply to the grievant.

Step D: If the grievant has not been settled by the procedure described, the grievant may within seven (7) calendar days be submitted to the Daly City Personnel Board, if eligible under the Rules and Regulations of the Classified Service then in effect and in accordance with Step E below, or to advisory arbitration in accordance with Step F below. The grievant has the right to select the Personnel Board process or advisory arbitration for the appeal, but may not do both.

Step E: The City Council shall act upon the recommendation of the Personnel Board within thirty (30) calendar days following the date of their receipt of the recommendation.

Step F: Advisory Arbitration. If the grievant is dissatisfied with the decision of the City Manager in Step D, the grievant may appeal the grievance to advisory arbitration. The request for advisory arbitration must be given in writing to the City Manager by the grievant within ten (10) working days from the date of the Step D answer.

An arbitrator may be selected by mutual agreement between the grievant's representative and the City's representative. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the California State Conciliation and Mediation Service, the American Arbitration Association, or some other source mutually agreed upon, for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike shall be determined by the flip of a coin.

The jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of the MOU or Rules and Regulations of the Classified Service at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of the MOU or Rules and Regulations of the Classified Service or impose any limitations or obligations not specifically provided for under the terms of the MOU or Rules and Regulations of the Classified Service.

The arbitrator shall be without power or authority to recommend any decision that would require the City or the administration to do an act prohibited by law.

The fees of the arbitrator will be born equally by the employee or employee association and the City. However, the City will reimburse up to \$15,000 towards the Teamsters Local 856 Safety Inspectors Unit cost of arbitration in cases where the City Council goes against the advisory recommendation to the detriment of the employee or Association.

#### ARTICLE 14 – BARGAINING UNIT REPRESENTATIVE

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his/her designated representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

City employees, the Union, or their officially designated Union representatives may, with the prior approval of the Department Head or his or her designated representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available.

The use of equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Union may use portions of a Department bulletin board under the following conditions:

- (1) All materials must be dated and must identify the Union that published them.
- (2) Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
- (3) (The Department reserves the right to determine where a bulletin board shall be placed and what portion of it is to be allocated to Safety Inspector's materials.
- (4) If the Union does not abide by these rules, it will forfeit its right to have materials posted on a Department bulletin board.

#### ARTICLE 15 – SEPARABILITY OF PROVISIONS

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall

remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

#### ARTICLE 16 – FULL UNDERSTANDING

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement.

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto. Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

#### ARTICLE 17 - MISCELLANEOUS PROVISIONS

A. Labor/Management Committee

The City and the Union will continue to meet and confer on noneconomic changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed.

B. Mandatory Direct Deposit: All employees will participate in mandatory direct deposit for payroll (including all compensation and reimbursements).

C. Uniform Allowance: The City provides an annual uniform allowance of \$750.00, paid in equal installments of \$28.85 per pay period. Effective January 1, 2026, the annual allowance shall increase to \$900 and be paid in equal installments of \$34.61 per pay period. To the extent legally permissible, the City shall report uniform allowance to CalPERS for Classic members pursuant to Title 2 CCR, Section 571(a)(5) as uniform allowance.

D. Bilingual Pay: The City agrees to provide one hundred dollars (\$100.00) per month bilingual pay to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English. The City will determine the number of positions, the shifts, the eligible languages, and the standards and procedures for certification for such pay. Effective January 1, 2026, City will increase bilingual pay from \$100 per month to \$150 per month. To the extent legally permissible, the City shall report bilingual pay to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as Bilingual Premium.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog,

Đ: Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

E. Discipline: See Appendix B.

F. Classification/Compensation Survey (provision sunsets June 30, 2028): The City will initiate a market compensation survey during the second year of this Agreement (September 1, 2026-August 31, 2027). At the Union's request, the parties will discuss the market compensation survey during a labor/management committee meeting prior to completion of the survey. Once complete, the City will share the results of the survey with the Union.

E.

#### ARTICLE 18 – DURATION

This agreement will be in effect from August 1, 2025~~2~~ until July 31, 2028~~5~~. Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.



APPENDIX A SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 2, 2025

<u>Range</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>268</u>						
A -	Safety Inspector I	10816.60	11357.43	11925.30		
	Level I Series (5%)	540.83	567.87	596.27		
	Level II Series (2.0%)	216.33	227.15	238.51		
	Level III Series (1.0%)	108.17	113.57	119.25		
	Level IV Series BA (1.0%) or Level IV Series MA (2.0%)	108.17	113.57	119.25		
		216.33	227.15	238.51		
<u>270</u>						
A -	Safety Inspector II	11358.40	11926.32	12522.63	13148.77	13806.20
	Level I Series (5%)	567.92	596.32	626.13	657.44	690.31
	Level II Series (2.0%)	227.17	238.53	250.45	262.98	276.12
	Level III Series (1.0%)	113.58	119.26	125.23	131.49	138.06
	Level IV Series BA (1.0%) or Level IV Series MA (2.0%)	113.58	119.26	125.23	131.49	138.06
		227.17	238.53	250.45	262.98	276.12

APPENDIX A-1 SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 15, 2026~~3~~

<u>Range</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>268</u>						
A -	Safety Inspector I	11195.18	11754.94	12342.69		
	Level I Series (5%)	559.76	587.75	617.13		
	Level II Series (2.0%)	223.90	235.10	246.85		
	Level III Series (1.0%)	111.95	117.55	123.43		
	Level IV Series BA (1.0%) or Level IV Series MA (2.0%)	111.95	117.55	123.43		
		223.90	235.10	246.85		
<u>270</u>						
A -	Safety Inspector II	11755.94	12343.74	12960.93	13608.97	14289.42
	Level I Series (5%)	587.80	617.19	648.05	680.45	714.47
	Level II Series (2.0%)	235.12	246.87	259.22	272.18	285.79
	Level III Series (1.0%)	117.56	123.44	129.61	136.09	142.89
	Level IV Series BA (1.0%) or Level IV Series MA (2.0%)	117.56	123.44	129.61	136.09	142.89
		235.12	246.87	259.22	272.18	285.79

APPENDIX A-2 SAFETY INSPECTORS MONTHLY SALARY SCHEDULE

Effective August 14, 2027~~4~~

<u>Range</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>268</u>					
A - Safety Inspector I	11587.02	12166.37	12774.68		
Level I Series (5%)	579.35	608.32	638.73		
Level II Series (2.0%)	231.74	243.33	255.49		
Level III Series (1.0%)	115.87	121.66	127.75		
Level IV Series BA (1.0%) or Level IV Series MA (2.0%)	115.87 231.74	121.66 243.33	127.75 255.49		
<u>270</u>					
A - Safety Inspector II	12167.40	12775.77	13414.56	14085.29	14789.55
Level I Series (5%)	608.37	638.79	670.73	704.26	739.48
Level II Series (2.0%)	243.35	255.52	268.29	281.71	295.79
Level III Series (1.0%)	121.67	127.76	134.15	140.85	147.90
Level IV Series BA (1.0%) or Level IV Series MA (2.0%)	121.67 243.35	127.76 255.52	134.15 268.29	140.85 281.71	147.90 295.79

## APPENDIX B – DISCIPLINE

The following Rule XVIII Standards of Employment of the Rules and Regulations of the Classified Services is attached below for reference.

SECTION 10 Causes for discipline or discharge. Each of the following constitutes cause for disciplinary action or discharge of an employee. (Rev 12/12/88-Res #88-298)

- (a) Chronic absenteeism
- (b) Discourteous treatment of the public, supervisors, other employees
- (c)I Failure to follow directions, policies and procedures
- (d) Improper political activity
- (e) Inappropriate use of drugs and alcohol
- (f) Incompetence
- (g) Inexcusable neglect of duty
- (h) Insubordination
- (i) Loss of equipment or property
- (j) Misuse of City time
- (k) Misuse or damage of City equipment or property
- (l) Sexual harassment
- (m) Tardiness
- (n) Untruthfulness
- (o) Vehicle accident
- (p) Violation of City and/or Department rules, regulations, policies and procedures
- (q) Violation of City, State and/or Federal Law(s)

## 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:
  - b. To be represented by legal counsel or other person of the party's choice

- c. To call and examine witnesses
  - d. To introduce evidence
  - e. To cross examine opposing witnesses on any matter relevant to the issues
  - f. To impeach any witness regardless of which party first called the witness to testify
  - g. To rebut the evidence against them
9. Oral evidence shall be taken only under Oath.
10. The hearing shall proceed in the following order unless the Chairperson, for special reason, otherwise directs:
- a. The City shall be permitted to make an opening statement.
  - b. The employee shall be permitted to make an opening statement.
  - c. The City shall present its case in chief.
  - d. The employee may then present a defense and offer evidence in support.
  - e. The parties may then, in order respectively, offer rebutting evidence, unless the Chairperson of the Board for good reason permits them to offer evidence upon their original case
  - f. Closing arguments or briefs shall be permitted at the discretion of the Chairperson of the Personnel Board.
11. The Personnel Board shall determine the relevance, weight and credibility of testimony and evidence and shall base their findings on the preponderance of evidence.
12. The Personnel Board shall render its “Findings, Recommendations and Conclusions” as soon as possible after the conclusion of the hearing and no later than ten (10) days after conducting the hearing unless otherwise stipulated by the parties. The Board’s Decision shall set forth the recommendations as to each of the charges and the reasons therefore.
13. The Personnel Board may recommend to the City Council the sustaining or rejecting of any or all of the charges filed against the employee. The Board may recommend sustaining, rejecting, or modifying the disciplinary action invoked against the employee.

## **B. City Council Appeal Hearing**

The decision of the Personnel Board is **advisory** only. The proposed decision shall be filed with City Council and served on the employee. If a suspension, dismissal or demotion is not sustained by the City Council, they shall set forth the recommended effective date the employee is to be reinstated, which may be any time on or after the date the disciplinary action went into effect. If the Council does not sustain or modifies a suspension, they shall set forth the effective dates of the modification, which may be any time on or after the date the suspension went into effect.

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

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

\*The Disciplinary Appeal Procedure will be deleted from the MOU and inserted into the Rule and Regulations of the Classified Service upon adoption of the revised Rules and Regulation of the Classified Service. This is subject to discussion and review by Labor Management Committee.



# City Council Meeting Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Operating Engineers Unit**

## Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Operating Engineers Unit.

## Discussion

The management “meet and confer” representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of Local 39 Operating Engineers Stationary Engineers and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

### Salary Increase:

- Effective the first full pay period of September 2025 - 3% salary increase
- Effective the first full pay period of September 2026 - 3% salary increase
- Effective the first full pay period of September 2027 - 3% salary increase

### Equity Adjustment:

- Effective the first full pay period of September 2025 – 1% equity adjustment
- Effective the first full pay period of September 2026 – 0.5% equity adjustment
- Effective the first full pay period of September 2027 – 0.5% equity adjustment

### State Disability Insurance:

The City will contract with the State of California to provide for the State Disability Insurance Plan.

### Shift Differential Pay:

Effective the first full pay period of September 2025 shift differential will be \$7.25 per hour.

### Safety Eyewear:

Effective September 1, 2025, the City will provide reimbursement for City approved prescription safety eyewear as needed.

## **City Council Agenda Report**

### **Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Operating Engineers Unit**

**Meeting Date: January 26, 2026**

**Page 2 of 3**

#### Uniform Allowance:

Effective January 1, 2026, for “classic members” only (as that term is defined by CalPERS) subject to CalPERS rules and regulations, the City shall report \$75.00 per pay period on behalf of all classifications covered by this MOU as pensionable uniform allowance to CalPERS. This amount is the cost of purchase and maintenance of these uniforms. Uniform allowance is not reportable for “new members” (as defined by PEPRA).

#### Longevity Pay:

Employees who have completed a minimum of 5 years of service with the City of Daly City shall be eligible to receive additional compensation to their base salary as follows:

- 5 Years of Service: \$50/pay period
- 10 Years of Service: \$125/pay period
- 15 Years of Service: \$200/pay period
- 20 Years of Service: \$250/pay period

#### City Contribution into RHS for Employees Hired on or after 11/14/2022:

Effective the first full pay period following adoption of the MOU by the City Council, the City shall contribute \$75 per month.

#### Compensating Time Off (CTO):

Effective January 1, 2026, no employee may accrue compensating time off (CTO) in excess of two hundred and forty (240) hours.

#### Bilingual Pay:

Effective January 1, 2026, bilingual Pay will increase to \$150.00 per month. The City will determine the number of positions, the shifts, the eligible languages and the standards and procedures for certification of such pay.

#### Vision Reimbursement Program:

- Effective January 1, 2026, the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

**City Council Agenda Report**

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Operating Engineers Unit**

**Meeting Date: January 26, 2026**

**Page 3 of 3**

Fiscal Impact

Staff recommends appropriating a total of \$199,407 for FY 2026 and \$327,241 for FY 2027 for estimated increase in costs due to the contracts. Of the total, appropriations to the Water fund would amount to \$51,645 for FY 2026 and \$87,756 for FY 2027 and appropriations to the Sanitation Fund would amount to \$147,762 for FY 2026 and \$239,485 for FY 2027.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Operating Engineers Unit for the period of September 1, 2025, through August 31, 2028.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Natalie Sakkal  
Director of Human Resources

Attachment: Tracked Changes Local 39 Operating Engineers MOU

**MEMORANDUM OF UNDERSTANDING**

**between**



**CITY OF DALY CITY**

**and**



**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**STATIONARY ENGINEERS LOCAL 39**

**OPERATING ENGINEERS UNIT**

**September 1, 2025~~2~~ through August 31, 2028~~5~~**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DALY CITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS/  
STATIONARY ENGINEERS LOCAL 39  
OPERATING ENGINEERS UNIT**

September 1, 2025~~2~~ through August 31, 2028~~5~~

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been negotiated by and between the bargaining representatives of the City of Daly City (hereinafter, "City") and the bargaining representatives of the International Union of Operating Engineers, Stationary Engineers, Local 39 (hereinafter, "Union"), and shall apply to all employees of the City working in the classification set forth in Appendix A.

The adjustments to wages, hours and conditions of employment that are set forth in this memorandum have been negotiated in good faith and agreed upon as being an equitable adjustment of present wages, hours and conditions of employment, between the bargaining representatives of the City and the bargaining representatives of the Union. The bargaining representatives of the Union agree to recommend to its members for their favorable consideration and vote, all of the salary and fringe benefit adjustments as set forth herein and; the bargaining 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 same manner and procedure prescribed by law.

**ARTICLE I – RECOGNITION**

International Union of Operating Engineers Stationary Engineers Local 39 is recognized as exclusive representatives pursuant to the City of Daly City Employer-Employee Relations Resolution for all employees assigned to the classifications set forth in Appendix A which is attached and made a part hereof.

**ARTICLE II – UNION MEMBERSHIP AND DUES**

The Union may have the regular dues of its members within a bargaining unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deduction shall be made based upon written authorization from the Union, and shall continue (1) until such authorization is revoked, in writing, by the Union; or (2) until the transfer of the employee to a unit represented by another employee organization. The Human Resources Department and the Finance Department will work to provide that dues deductions are promptly terminated when an employee transfers out of union representation through a change in classification or status. The Union must indemnify the employer for any claims made by employees as a result of the payroll deductions.

### ARTICLE III – UNION REPRESENTATIVE

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or his/her designated representative. Access shall be restricted so as not to interfere with the normal operations of the Department or with the established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

City employees, the Union, or their officially designated Union representatives may, with the prior approval of the Department Head or his or her designated representative, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available.

The use of equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Union may use portions of a Department bulletin board under the following conditions:

1. All materials must be dated and must identify the Union that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The Department reserves the right to determine where a bulletin board shall be placed and what portion of it is to be allocated to Union's materials.
4. If the Union does not abide by these rules, it will forfeit its right to have materials posted on a Department bulletin board.

### ARTICLE IV – SALARIES

#### A. ~~Cost of Living Adjustments~~ Salary Increases

- Effective September 13, 2025~~2~~, the parties agree to a ~~three~~four percent (34%) ~~salary cost of living~~ increase. (See Appendix B-1)

- Effective September 12, 2023, the parties agree to a ~~four~~ three percent (34%) ~~cost of living~~ salary increase. (See Appendix B-2)
- Effective September 14, 2024, the parties agree to a ~~four~~ three percent (34%) ~~cost of living~~ salary increase. (See Appendix B-3)

B. Equity Adjustments

- Effective September 13, 2025, the parties agree a one percent (1.0%) increase shall be applied to the salary schedule.
- Effective September 12, 2026, the parties agree a one-half percent (0.5%) increase shall be applied to the salary schedule.
- Effective September 11, 2027, the parties agree -a one-half percent (0.5%) increase shall be applied to the salary schedule.

C. Section IRC 414(h)

City will continue to make available the Section IRC 414(h) option to affected members. Eligibility to participate and the irrevocable conditions of one-time-only election continue to be pursuant to the regulations as set forth by the Internal Revenue Service.

**ARTICLE V – BENEFITS**

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

A. Medical Insurance Benefits

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits. The City's monthly contribution to CalPERS for each eligible active employee for the purchase of medical insurance will be:

EE	up to \$731.89
EE + 1	up to \$721.54
Family	up to \$948.13

B. Cafeteria Plan Allowance

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health benefits under Section A of this Article. Any tax consequences resulting from City contributions to the Cafeteria Plan are the sole responsibility of the employee.

The City will provide each eligible active employee with a monthly Cafeteria Plan Allowance for the purpose of participation in Section 125 Cafeteria Flexible Benefits Health and Welfare Plan.

1. The City will contribute to medical benefits for eligible employees as follows:
  - a. Employee Only: 100% of the employee only Kaiser Bay Area medical premium. (The employee only monthly contribution is frozen at \$1031.89 for employees hired before September 1, 2019 until it equals the Kaiser Bay Area 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.
  - b. Employee + 1: 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 medical premium increases 15% or more in any year the parties shall split the cost of the rate increase above 15% for the plan year.
  - c. Employee plus family: 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.
  - d. There is no cash back except for those employees hired before January 1, 2020 and frozen at the Employee Only rate as specified above.
2. Opt-Out Cash in lieu:
  - Cash in lieu Eligibility: Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the City knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. Employees and known dependents

who do not provide the annual information required will be enrolled in the lowest cost health plan.

- Cash in lieu shall be \$500 per month minus the cost of the City sponsored qualified benefits specified in section 3(a) below.

### 3. City-Sponsored Benefits

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

- City-sponsored Dental/Orthodontia Insurance
- City-sponsored Life Insurance in the amount of \$50,000
- City-sponsored Long Term Disability Insurance

b. From the Cafeteria Plan Allowance, employees may purchase the following qualified benefits:

- City-sponsored Medical Insurance through the PERS Health Benefits Administration

c. In the event the premium for the benefits selected by the employee exceeds the City's contribution indicated above, the employee will pay the remaining balance through payroll deductions.

### C. 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.

- Effective January 1, 2026, the above maximum calendar reimbursement for frames or lenses will increase to three hundred dollars (\$300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames or lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames or lenses will increase to four hundred dollars (\$400.00).

### D. State Disability Insurance

~~If~~ During the term of this agreement the bargaining unit elects the State Disability Plan; the City will contract with the State of California to provide for the State Disability Insurance Plan for employees covered by this Memorandum of Understanding. State Disability Insurance is a plan solely funded by employee contributions and there shall be no contributions by the City toward State Disability Insurance.

In disability cases arising outside the course of the employee's employment, State Disability Insurance benefits and sick benefit allowances shall be paid separately, but in the event State Disability Insurance payments cover all or part of the period during which sick benefit allowances are paid, the sum of the two (2) shall not exceed the sick benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee. Integration of sick leave benefits with State Disability Insurance payments is to be automatic; the City may not waive integration, and any employee entitled to State Disability Insurance payments must apply therefore (in order that the principle of integration may be applied) before sick benefits are payable.

The City will coordinate this benefit with sick leave, vacation and compensatory time.

#### **ARTICLE VI – LONG TERM DISABILITY**

The City agrees to continue to provide a Long Term Disability plan to provide sixty-six and two-thirds percent (66-2/3%) of salary to a maximum of \$4,000 per month after a 60-day waiting period and exhaustion of accumulated sick leave. The employee's portion of the monthly plan cost is \$8.50 per month.=-

#### **ARTICLE VII – RETIREMENT**

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

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

- Section 21354.3 - 3% @ Age 60 Formula
- Section 20042 - One-Year Final Compensation
- Section 21335 - Annual Cost-Of-Living Allowance Increase (Up to 3%)
- Section 20965 - Credit for Unused Sick Leave
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21573 - 1959 Survivor Benefit – Third Level
- Section 21620 - \$500 Retired Death Benefit
- Section 21024 – Military Service Credit as Public Service

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

- Section 7522.2 - 2% @ Age 62 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 2W Death Benefits
- Section 21573 – 1959 Survivor Benefit – Third Level
- Section 20965 – Credit for Unused Sick Leave
- Section 21573 - 1959 Survivor Benefit Level 3 for affected employee
- Section 21024 – Military Service Credit as Public Service
- Section 21620 - \$500 Retired Death Benefit

1. Cost Sharing - Effective September 2016, bargaining unit employees shall pay point seven five percent (0.75%) towards the employer share of the PERS contribution.
- B. The City’s contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA. The City’s monthly contribution to annuitants will be:

EE	up to \$769.50
EE+1	up to \$721.54
Family	up to \$948.13

This amount will be increased in subsequent years, pursuant to Government Code section 22892 (c), until such time as the contribution for annuitants described under Article 5(B) is equal to the contribution to employees described in Article 9(A).

The retiree health benefit for all bargaining unit employees hired on or after November 14, 2022, shall be limited to the PEMHCA minimum.

For employees hired on or after adoption of the resolution eliminating retiree medical for new hires (November 14, 2022) the City shall contribute \$50 per month to the current ~~ICMA-City~~ contracted retiree health savings account (or any account established under this section). Effective the first full pay period following adoption of the MOU by the City Council the City shall contribute \$75 per month.

#### **ARTICLE VIII – REIMBURSEMENT for REQUIRED CERTIFICATION**

- A. Affected employees required to hold certifications as a minimum requirement of their specific classification duty statements will be reimbursed by the Department of Water and Wastewater Resources for the required renewal fees. In order to be reimbursed, employees must present a copy of the fee invoice and evidence of the satisfactory renewal(s) of their certification. Represented employees who hold a higher level certificate shall be reimbursed an amount of money equal to the required certificate renewal.
- B. Affected employees required to satisfactorily complete continuing educational units (CEUs) in order to maintain required certification will be reimbursed for the fees associated with registering and completing such units upon presentation of evidence of their satisfactory completion of the

units. Prior to registration for continuing educational units, employees must have the approval of the course provider and content from the Department Head or his/her designee.

- C. Upon notification that an Operator has passed a new state certification test and requirements, management will sign off on the application for certification within 30 days. This does not apply to Article IX “Certification Pay” or change the interpretation of that section.

**ARTICLE IX - CERTIFICATION PAY**

- ~~SWRCB - Effective the first full pay period of September 2022~~Members of this bargaining unit will be eligible for 5% of base pay for possession State Water Resources Control Board (SWCRB) certifications as listed below-(The SWRCB Certification/Educational Incentive pay shall compound from one certificate grade to the next. Up to 25% maximum for all positions):

SWRCB Certification								
Plant Operator I/II	Grade	%	Water & Wastewater Operator I/II	Grade	%	Senior Water & Wastewater Operator	Grade	%
Wastewater Treatment	I	5%	Water or Wastewater Treatment	I	5%	Water or Wastewater Treatment	I	5%
	II	5%		II	5%		II	5%
	III	5%		III	5%		III	5%
	IV	5%		IV	5%		IV	5%
	V	5%		V	5%		V	5%

Employees are required to provide copies of their certification/education and maintain current certification/education status. If any section/category of the certification/education is not current, the employee will not be entitled to certification pay. The status of certification is to be reviewed annually.

ARTICLE X – BILINGUAL PAY

The City provides one hundred dollars (\$100.00) per month bilingual pay to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

Effective January 1, 2026, bilingual pay will increase to one hundred and fifty dollars (\$150.00) per month.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

**ARTICLE XI – PROTECTIVE CLOTHING, SAFETY FOOTWEAR AND SAFETY EYEWARE**

The City shall provide protective clothing necessary for the employee to perform his or her duties and responsibilities. All employees represented by the Union shall be provided clothing and shoes as set forth below and shall be worn at all times for health and safety and identification purposes. All uniforms shall be laundered.

- A. Employees in the Plant Operator I and II, Water Operator, Water/Wastewater Operator-In-Training, Water/Wastewater Operators I and II, and Senior Water/Wastewater Operator classifications shall be issued eleven (11) sets of shirts and pants to constitute City uniforms.
- B. Employees in the Plant Operator I and II, Water Operator, Water/Wastewater Operator-In-Training, Water/Wastewater Operators I and II, and Senior Water/Wastewater Operator classifications, shall be provided two (2) lined jackets.
- C. The City shall reimburse unit members up to three hundred fifty dollars (\$350) for the purchase and/or repair of safety footwear (including socks/boot laces/inserts) as needed, subject to prior approval of the supervisor and upon presentation of a valid receipt for actual purchase. Typical repair includes re-soleing, re-heeling, re-stitching but does not include accessories or waterproofing/upkeep. The employee shall make the selection of an appropriate type of footwear, subject to the advance approval of the Department Head. Unit members receiving reimbursement under this provision shall be required to wear the approved footwear at all times while on duty.
- D. Safety Eyewear - Effective September 1, 2025~~2~~, the City will provide reimbursement ~~for up to \$200 for every 24 month period~~ as needed for City approved prescription safety eye wear, as needed. The City will purchase the safety eyewear upon the request of the employee. Employees will be responsible for submitting a receipt for such eyewear to receive reimbursement.
- E. PERS Reporting of Uniform and Maintenance of Uniforms
  - 1. For classic members as defined by CalPERS, subject to CalPERS rules the monetary value reported to PERS as taxable income for the purchase and maintenance of uniforms shall be based on the total the cost of uniforms and maintenance divided by the number of employees that use these uniforms. The classifications below shall receive uniforms as determined by the Department.
  - 2. For new members as defined by CalPERS as of January 1, 2013, the monetary value of uniforms and maintenance of uniforms will be treated in accordance with Public Employee’s Pension Reform Act (PEPRA).

The City will report the following values towards Uniform allowance each pay period.

Classification	2013 PERS Clothing Contributions
Plant Operator 1/11	\$ 13.68
Senior Water/Wastewater Operator	\$ 13.68

Water Wastewater Operator in Training (Water Operations)	\$ 18.76
Water Wastewater Operator in Training (Wastewater Operations)	\$ 13.68
Water/Wastewater Operator 1/11 (Water Operations)	\$ 18.76
Water/Wastewater Operator 1/11 (Wastewater Operations)	\$ 13.68

Effective January 1, 2026, for “classic members” only (as that term is defined by CalPERS) subject to CalPERS rules and regulations, the City shall report \$75.00 per pay period on behalf of all classifications covered by this MOU as pensionable uniform allowance to CalPERS. This amount is the cost of purchase and maintenance of these uniforms. Uniform allowance is not reportable for “new members” (as defined by PEPR).

### **ARTICLE XII – HOLIDAYS**

The holidays are:

New Year's Day, January 1	Eight (8) hours
President's Birthday (Celebrated)	Eight (8) hours
Memorial Day (Celebrated)	Eight (8) hours
Juneteenth (Celebrated)	Eight (8) hours
Independence Day, July 4	Eight (8) hours
Labor Day (Celebrated)	Eight (8) hours
Thanksgiving Day	Eight (8) hours
Day after Thanksgiving Day	Eight (8) hours
Christmas Eve, December 24	Four (4) hours
Christmas Day, December 25	Eight (8) hours
New Year's Eve, December 31	Four (4) hours
Floating Holiday	Forty (40) hours

~~Effective January 1, 1999, and e~~Each January 1 thereafter, employees shall be granted forty (40) hours of floating holidays. These hours shall not accrue from calendar year to calendar year.

~~Effective January 1, 1999, and e~~Each January 1st thereafter, City employees who transfer or are promoted from a City work unit with other holiday schedules or newly-hired employees, shall be granted floating holidays calculated at the rate of forty (40) hours per twelve-month (12) period pro-rated from the effective date of transfer, promotion or hire, to December 31st of the year of their transfer, promotion or hire.

- Affected regular full-time employees who work a schedule of five 8-hour periods (5/8 work week) shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day provided they are in a pay status on both their regularly scheduled work days immediately preceding and following the holiday.

- Affected regular full-time employees who work a schedule of four 10-hour periods (4/10 work week) shall accrue eight (8) hours compensatory time for each holiday falling outside their normally scheduled work week. In the event that a unit member who works a 4/10 schedule is required to observe a holiday which falls within his or her normally scheduled work week, he or she will receive ten (10) hours pay. The method of scheduling operators for holiday staffing is reflected in Appendix C.
- In the event that a holiday falls within an employee's normally scheduled work week and he or she is required to work, the employee shall receive regular pay for time worked, plus Holiday Compensation at the rate of one and one-half times (1.5X) regular pay.
- Unit members shall normally have the option of selecting compensatory time off or pay for hours worked on a holiday. However, for operational reasons, the City retains the discretion of requiring the unit member to take pay in lieu of compensatory time off.
- ~~Employees shall be paid for unused compensatory time not taken off within six (6) months from accrual.~~

### **ARTICLE XIII – HOURS AND OVERTIME**

- A. **Work Week Work Day:** The regular workweek shall consist of forty (40) hours and the regular workday shall consist of either eight (8) hours, nine (9) hours or ten (10) hours or twelve (12) hours. The Department has the right to change work schedules during the term of this Agreement following the completion of any required meet and confer obligations.
- B. **Overtime:** -Employees working in excess of their regular work day shall be granted overtime pay or compensating time off for the time worked at the discretion of the Department Head, at time and one-half (1.5X) of the employee's base rate of pay. Employees subject to the requirements of the FLSA who work in excess of their scheduled 40-hour workweek shall be granted overtime pay at time and one-half (1.5X) of the employee's FLSA rate of pay.
- C. **Call Back:** If an employee is called back to work, he or she shall, upon reporting, receive a minimum of two (2) hours work, or if two (2) hours work is not furnished, a minimum of two (2) hours pay at time and one-half (1.5X) of the employee's base rate of pay. This provision does not apply to instances in which the employee is called to report before his or her regular starting time and has worked from the time he or she reports to his regular starting time.
- D. **Shift Differential:** Affected employees, who are assigned to work a shift other than day shift, shall receive a shift differential for all hours so worked as follows:

- ~~• Effective the first full pay period of September 2022 \$4.00/hour~~
- ~~• Effective the first full pay period of September 2023 \$5.00/hour~~
- Effective the first full pay period of September 2025~~4~~ \$~~7.256.00~~/hour

E. Temporary Modified (Light) Duty Policy: The department head, in consultation with the Human Resources Director will determine whether there is suitable temporary work available within the City with due regard to the needs of the City and the medical condition of the employee.

F. Operator In Training (O.I.T) Pay- An O.I.T. who has been assigned responsibility for a shift (on either Wastewater and Water Operations), shall be granted temporary assignment pay equal to 5% above the O.I.T.'s current rate of pay for each shift worked provided the individual possesses the required certification.

~~G. Senior Operator Compensation~~ G. Longevity Pay – Employees who have completed ~~20~~a minimum of 5 years of service with the City of Daly City shall be eligible to receive additional compensation to their base salary as follows:~~in the amount of \$100 per month.~~

5 Years of Service: \$50/pay period  
10 Years of Service: \$125/pay period  
15 Years of Service: \$200/pay period  
20 Years of Service: \$250/pay period

The above amounts are total amounts for each range of years of service and do not stack. Thus, for an employee at 16 years of service, the total longevity payment is \$200 per pay period.

#### H. Compensatory Time Off

Effective January 1 2026, no employee may accrue compensating time off (CTO) in excess of two hundred and forty (240) hours.

Local 39 (Operating Engineer) members with CTO banks in excess of 240 hours must use CTO in lieu of vacation for the remainder of 2025. The parties agree to cash out all accumulated CTO in excess of 240 over the term of this contract. Hours in excess of 240 up to 350 shall be cashed out in the first full pay period of February 2026. Hours in excess of 240 up to 350 shall be cashed out in the first full pay period of February 2027. All remaining hours in excess of 240 shall be cashed out in the first full pay period of February 2028.

If an employee is selected for promotion (except as described below) to a classification with a higher salary range than their existing (pre-promotion) classification's salary range, the employee's accumulated CTO shall be cashed out at their pre-promotional rate in the pay period prior to the effective date of the promotion. This mandatory cash out will not apply to "flex up" promotions between:

- Water/Wastewater Operator-In-Training to Water/Wastewater Operator I
- Water/Wastewater Operator I to Water/Wastewater Operator II
- Water/Wastewater Operator-In-Training to Plant Operator I
- Plant Operator I to Plant Operator II

- Plant Operator I/II to Water/Wastewater Operator I/II

## ARTICLE XIVH – LEAVES

The following leave provisions are established by the Rules and Regulations of the Classified Service of the City of Daly City and are applicable to employees in the unit.

### A. Vacations

Vacation time is accumulated in accordance with the following schedule:

<u>Accrual Rate</u>	<u>Years During Which Vacation is Earned</u>
<del>5/6 working</del> <u>10 days*/month</u> <u>year</u>	Accrues from initial employment date
<del>1-1/4 working</del> <u>15 days/month</u> <u>year</u>	Accrues after 4th anniversary date
<del>1-2/3 working</del> <u>20 days/month</u> <u>year</u>	Accrues after 12th anniversary date
<del>2-1/12-25 working</del> <u>days/year</u> <u>month</u>	Accrues after 20th anniversary date

\* For purposes of this section one working day is defined as eight (8) hours.

### B. Sick Leave

Sick leave shall not be considered as a right which may be used at the employee's discretion, but a privilege which shall be allowed only in case of necessity and actual illness, disability and as required by law. Full-time employees shall accrue sick leave at the rate of twelve (12) working days\* (ninety-six (96) hours) per year. For classifications represented by this bargaining unit, there is no maximum accrual.

Any bargaining unit employee having accumulated, unused sick leave credit who is separated from employment by retiring as set forth in the Public Employees' Retirement System contract or, for reason of death or abolishment of position, shall be paid fifty percent (50%) of said employee's daily rate of pay for each day of accumulated and unused sick leave as of the date of said retirement, death, or abolishment of position. However, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position remains at a cash value not to exceed one hundred (100) days (eight hundred (800) hours) of pay.

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

\*For purposes of this section, a workday is defined as eight (8) hours

### C. Bereavement Leave

A maximum of five (5) working days\* bereavement leave may be taken for deaths occurring in the immediate family. Payment for time off will be subject to formal request to the City Manager by the employee who shall state in the request the relationship to the deceased. Bereavement Leave shall not be accumulated and is not a part of the sick leave benefit. For purposes of this section, immediate family shall be defined as: “a family member” including an employee’s husband/wife/live-in domestic partner, son/daughter (including adopted)/step-son/step-daughter, brother/sister, brother/sister-in-law, father/mother/adoptive father/mother, father-in-law/mother-in-law, daughter/son-in-law or grandfather/grandmother.

\*For purposes of this section, a working day shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.

#### D. Personal Leave

City ~~agrees to~~ provides affected employees 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. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

### ARTICLE XIV – GRIEVANCE PROCEDURE

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 employee’s relative to the application or interpretation of the Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established policies and procedures of the City or department (whether written or oral), or a dispute or disagreement as to the facts pertaining to a disciplinary matter.

The means, manner, method or merit of any service or activity provided by law or executive order; collective issues of salary, fringe benefits, working condition subject to meeting and conferring; any disciplinary action shall not be a subject of the grievance procedure. All grievances shall be processed in accordance with the following procedure:

Step 1: No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Steward with the Division Head who will attempt to settle the matter. Employee shall file said grievance within thirty (30) calendar days of the date of the incident/event or direct knowledge of the incident/event.

Step 2: If any such grievance or complaint is not settled by the procedure above described, it shall within five (5) business days be set forth in writing by the Union and submitted to the Division Head. Within the ten (10) business days thereafter if necessary, there shall be a meeting between the aggrieved employee, the Union Steward, and the Division Head in an attempt to settle the matter. Within five (5) business days following such meeting, the employer shall give a written reply to the Union and aggrieved employee.

Step 3: If any such grievance has not been settled by the procedure described above, it shall within ten (10) business days be set forth in writing by the Union and submitted to the Department Head. Within ten (10) business days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward and the Division Head in an attempt to settle the matter. Within five (5) business days following such meeting, the employer shall give a written reply to the Union and aggrieved employee.

Step 4: If any such grievance or complaint is not settled by the procedure described above, it shall within five (5) business days be set forth in writing by the Union and submitted to the City Manager. Within ten (10) business days thereafter, there shall be a meeting between the Union Business Agent, and the City Manager in an attempt to settle the matter. Within five (5) business days following such meeting, the Employer shall give a written reply to the Union.

Step 5: If any such grievance has not been settled by the procedure described above, the grievance may within five (5) business days be submitted to the Personnel Board, if eligible as an appeal. A grievance submitted to the Personnel Board shall be processed in accordance with the Civil Service Rules. Alternatively, if both parties agree, the matter shall be submitted to fact finding as provided in steps 6 and 7.

Step 6: Within five (5) business days following such request, the Employer, the Union Steward and the Union Business Agent 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 Employer and the Union 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 7: Power of Fact Finder. The Finding of the Fact finder shall be submitted with a recommendation to the Personnel Board or the City Council for final action. The Personnel Board or the City Council shall act on the recommendation of the fact finder within thirty (30) days following submission of the recommendation.

Business days are described above and defined as Monday through Friday and exclude defined holidays within this contract under Article XI.

At anytime the time frames listed in this section may be extended on a case by case basis by written mutual agreement of the City and the Union.

## **ARTICLE XVI – GENERAL PROVISIONS**

### **A. Letters of Reprimand**

Employees may request in writing to the Department Head with a copy to the Director of Human Resources that letters of reprimand which are Four (4) 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 4 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.

B. Labor Management Committee

Representatives of the City and the Union will meet quarterly as needed in a Labor Management Committee to discuss labor issues that arise during the term of this agreement.

C. Holiday Closure

The City reserves the right to close City Hall operations between December 24th and December 31st. During City Hall closure, employees will be required to use available accrued vacation, comp time, floating holidays or other applicable leave (not sick leave) or take unpaid time if accrued leave is not available.

D. Mandatory Direct Deposit

The parties agree that all employees will participate in mandatory direct deposit for payroll (including all compensation and vision reimbursements).

E. Personnel Rules

Immediately following the conclusion of labor negotiations the City and the Association will designate a labor-management subcommittee to meet and confer on changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed.

~~F. City Uniform~~

~~The parties agree that the labor management subcommittee will meet and confer to resolve City-wide disparity in provision and cleaning of uniforms.~~

~~G.F. Operations Bidding for Shifts~~

1. 12 hour schedule will run from January ~~thru~~through the end of December.
2. Bidding for shifts will be posted in the Ops room from Sept 1<sup>st</sup> ~~thru~~through Sept 30<sup>th</sup> and bidding will close midnight, October 1<sup>st</sup>, without exception. Email announcement on shift bidding will be sent out September 1<sup>st</sup> with a follow up reminder Sept 15<sup>th</sup>.

3. Bidding will be done in six month increments, unless shorter time increments are voted on by the Operations crew.
4. Bidding for shifts will be done on a seniority basis starting with nights, after nights bids, day shift will bid on a seniority basis.
5. Seniority definition is by department hire date.
6. Management will reserve the right to bring any operator back to day shift for evaluation as long as it is documented.

H.G. The City and Union will meet quarterly as needed to discuss labor issues that arise during the term of this agreement.

I.H. Orientation

The City shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least ten (10) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Paid release time shall be granted for stewards to participate in the new employee orientations. The Employer shall distribute at the new employee orientations a copy of this Agreement, the current salary schedule, a list of all job classifications represented by the Union.

**ARTICLE XVII – SECTION 125**

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

**ARTICLE XVIII – COOPERATION BETWEEN PARTIES**

It is hereby agreed between 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 the rights, obligations, and privileges reserved to the other by such rules, regulations and laws. The Stationary Engineers, Local 39 agrees that during the term of the Memorandum of Understanding there shall be no strike, no picketing, stoppages of work for any cause, no work slow-downs, 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.

The Union agrees to jointly cooperate with the City in increasing communications between the employees and the supervisors and to improve performance and productivity. The City and the Union recognize the importance of employee involvement in the operations of the City.

#### **ARTICLE ~~XIX~~<sup>VIII</sup> – SEPARABILITY OF PROVISIONS**

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

#### **ARTICLE ~~XIX~~ – FULL UNDERSTANDING**

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement.

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto. Existing practices and/or benefits which are not referenced in this Memorandum and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process.

#### **ARTICLE ~~XXI~~ – DURATION**

Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.

The term of this Memorandum of Understanding shall be from September 1, 202~~5~~<sup>2</sup> through August 31, 202~~5~~<sup>5</sup>.

**ARTICLE XXI – SIGNATORIES**

Signatories to this Memorandum of Understanding between the City of Daly City and International Union of Operating Engineers/Stationary Engineers Local 39:

REPRESENTATIVES FOR THE OF DALY CITY	REPRESENTATIVES FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS / CITY STATIONARY ENGINEERS LOCAL 39:
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Natalie Sakkal	Date	Jeff Gladieux, President	Date
Director of Human Resources			

<del>Donna Williamson</del> <u>Tevon Edwards</u>	Date	<del>Bart Florence</del> <u>Tim Eggen</u> , Business	Date
Manager Chief Negotiator			

Tim Nevin	Date	Brandy Johnson, Director of Public	Date
<u>Assistant City Manager/Acting Director Finance &amp; Administrative Services</u>		Employees	

Bonnie Woo	Date	Abby Veesser	Date
<u>LeSieur, District Representative</u> <u>Assistant to the Director of Human Resources</u> <u>Deputy Director Finance &amp; Administrative Services</u>			

Bonnie Woo	Date		Mark E. Gong,
Business Representative Senior Management Analyst		<u>Assistant to the Director of Human Resources</u>	

Darin Schumacker, Steward	Date
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Tony Pereur, Steward	Date
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APPENDIX A – CLASSIFICATIONS

INTERNATIONAL UNION OF OPERATING ENGINEERS/STATIONARY  
ENGINEERS LOCAL 39

Operator-In-Training  
Plant Operator I  
Plant Operator II  
Water/Wastewater Operator-In-Training  
Water/Wastewater Operator I  
Water/Wastewater Operator II  
Senior Water/Wastewater Operator  
Water Operator

**APPENDIX B-1– SALARY SCHEDULE**

**BIWEEKLY SALARY SCHEDULE  
 INTERNATIONAL UNION OF OPERATING ENGINEERS/STATIONARY ENGINEERS  
 LOCAL 39**

Effective September 13, 202~~5~~2

<b>Range</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
<b><u>W 033</u></b>	A - Water / Wastewater Operator-in- Training	3124.21	3280.42	3444.44	3616.66	3797.49
<b><u>W 038</u></b>	A - Plant Operator I	3520.88	3696.93	3881.77	4075.86	4279.66
<b><u>W 041</u></b>	A - Water / Wastewater Operator I	3548.10	3725.50	3911.78	4107.37	4312.74
<b><u>W 042</u></b>	A - Plant Operator II	3707.17	3892.53	4087.16	4291.52	4506.09
<b><u>W 048</u></b>	A - Water / Wastewater Operator II	4103.56	4308.74	4524.17	4750.38	4987.90
<b><u>W 059</u></b>	A - Senior Water / Wastewater Operator	4572.01	4800.61	5040.64	5292.67	5557.30

**APPENDIX B-2 – SALARY SCHEDULE**

BIWEEKLY SALARY SCHEDULE  
 INTERNATIONAL UNION OF OPERATING ENGINEERS/STATIONARY ENGINEERS  
 LOCAL 39  
~~COMBINED OPERATOR AGREEMENT~~

Effective September ~~123~~, 202~~62~~

<b>Range</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
<b><u>W 033</u></b>	A - Water / Wastewater Operator-in- Training	3233.55	3395.23	3564.99	3743.24	3930.40
<b><u>W 038</u></b>	A - Plant Operator I	3644.11	3826.32	4017.64	4218.52	4429.44
<b><u>W 041</u></b>	A - Water / Wastewater Operator I	3672.28	3855.90	4048.69	4251.13	4463.68
<b><u>W 042</u></b>	A - Plant Operator II	3836.92	4028.77	4230.21	4441.72	4663.81
<b><u>W 048</u></b>	A - Water / Wastewater Operator II	4247.18	4459.54	4682.52	4916.65	5162.48
<b><u>W 059</u></b>	A - Senior Water / Wastewater Operator	4732.03	4968.63	5217.06	5477.91	5751.81

**APPENDIX B-~~32~~– SALARY SCHEDULE**

**BIWEEKLY SALARY SCHEDULE  
 INTERNATIONAL UNION OF OPERATING ENGINEERS/STATIONARY ENGINEERS  
 LOCAL 39**

Effective September ~~11~~<sup>2</sup>, 2027~~3~~

<b>Range</b>		<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
<b><u>W 033</u></b>	A - Water / Wastewater Operator-in-Training	3346.73	3514.06	3689.77	3874.25	4067.97
<b><u>W 038</u></b>	A - Plant Operator I	3771.66	3960.24	4158.25	4366.17	4584.47
<b><u>W 041</u></b>	A - Water / Wastewater Operator I	3800.81	3990.85	4190.39	4399.91	4619.91
<b><u>W 042</u></b>	A - Plant Operator II	3971.22	4169.78	4378.27	4597.18	4827.04
<b><u>W 048</u></b>	A - Water / Wastewater Operator II	4395.83	4615.63	4846.41	5088.73	5343.16
<b><u>W 059</u></b>	A - Senior Water / Wastewater Operator	4897.65	5142.53	5399.66	5669.64	5953.12

## APPENDIX C

### METHOD OF SCHEDULING OPERATORS FOR HOLIDAY STAFFING

Operators will be scheduled off on holidays as follows:

#### Step 1 - Always Off

- (a) Operators whose regular schedule shows them to be off on the holiday will not work on the holiday.
- (b) Any operators on a five-day-per-week, eight-hour-per-day schedule will take the holiday.
- (c) Operators who have ~~previously requested the holiday off during annual vacation sign-ups or otherwise have requested the holiday~~ approved time off will be off.
- (d) Volunteers will be solicited from the remaining operators scheduled to work on the holiday to see if any desire to take the holiday off until 28 days prior to the holiday. These requests will be accommodated except in those cases where doing so requires additional overtime. Employees volunteering under the provisions of this section will receive eight hours of holiday pay and must use two hours of vacation or compensatory time.

#### Step 3 - Mandatory Scheduling

- (e) The most senior operator on each of the specific shifts to be staffed on the holiday shall indicate his or her choice of whether or not he or she wishes to work on the holiday. If he or she wishes to work on the holiday, all other operators on that specific shift will be off on the holiday. If he or she wishes to be off on the holiday, the next most senior operator on that specific shift will be given the choice of whether to work or be off on the holiday. If all operators on a specific shift wish to have the holiday off, then the least senior operator shall work the holiday.

## APPENDIX D - 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 E

### PROCESS FOR RECLASSIFICATIONS

A. During November, December and January of each year, an employee may request once every thirty-six (36) months, a reevaluation of his/her job based on:

- significant changes in job content and/or
- significant discrepancies between job content and classification description, and/or responsibilities assigned.

The request must contain justification, and shall be made to Human Resources, who will acknowledge the request within ten (10) day of receipt.

B. Depending on the nature of the request and the information submitted, the job analysis may include such techniques as:

- Comparison of information supplied in the classification analysis to current job description
- Salary and job description survey of other cities that may have matching classifications
- Interview with incumbent, immediate supervisor, and/or department head
- Physical desk/job audit
- Analysis of similar classifications or positions in the City for equity purposes.

It is the City's expectation that the job analysis will be completed within 90 days. If the City is unable to complete the job analysis within this time frame, the Union will be contacted and provided an updated date of completion.

At the City's discretion, an outside consultant may be retained to complete the reclassification analysis and make a recommendation to the City.

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

D. The final recommendation will be communicated via a memo with any supporting documentation from Human Resources to the City Manager. All recommendations are subject to the City Manager's approval. In addition to the City Manager's approval, reclassifications may be subject to approval by the Personnel Board and/or City Council.

Employees in the reclassification process may have a representative present at the meeting with Human Resources regarding the reclassification results.



# City Council Meeting Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit**

## Recommended Action

That the City Council adopt by resolution the Memorandum of Understandings and salary schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit.

## Discussion

The management “meet and confer” representatives designated by the City Council of the City of Daly City have met and conferred in good faith with the representatives of International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit and, as a result, have arrived at a Memorandum of Understanding concerning wages, hours and conditions of employment as follows:

## Salary Increase:

- Effective the first full pay period of September 2025 - 3% salary increase
- Effective the first full pay period of September 2026 - 3% salary increase
- Effective the first full pay period of September 2027 - 3% salary increase

## Equity Adjustment:

- Effective the first full pay period of September 2025 – 1% equity adjustment
- Effective the first full pay period of September 2026 – 0.5% equity adjustment
- Effective the first full pay period of September 2027 – 0.5% equity adjustment

## Life Insurance:

The City-sponsored term life insurance amount will increase to \$50,000.

## Vision Reimbursement Program:

- Effective January 1, 2026, the above maximum calendar reimbursement for frames and lenses will increase to three hundred dollars (\$300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames and lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames and lenses will increase to four hundred dollars (\$400.00).

## City Council Agenda Report

### Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit

Meeting Date: January 26, 2026

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#### Bilingual Pay:

Effective January 1, 2026, bilingual Pay will increase to \$150.00 per month. The City will determine the number of positions, the shifts, the eligible languages and the standards and procedures for certification of such pay.

#### Safety Eyewear:

Effective September 1, 2025, the City will provide reimbursement for City approved prescription safety eyewear, as needed. The City will purchase the safety eyewear upon the request of the employee.

#### Certification/Educational Incentive and Supplemental Pay:

The classifications of Warehouse Clerk and Lead Warehouse Clerk are eligible to receive CWEA Mechanical Technologist at 5% of base pay per grade effective on the first day of the pay period following verification of the Certificate by the City Manager or his/her designee.

Effective on the first day of the pay period following verification of the Certificate by the City Manager or his/her designee classifications in the Collection System (Collection System Operator I/II) and Plant Maintenance (Plant and Equipment Maintenance Electrician, Plant and Equipment Maintenance Mechanic, Senior Plant and Equipment Maintenance Mechanic, Plant Maintenance Worker, Plant Maintenance Mechanic I and Plant Operations Maintenance Worker I/II) Divisions are eligible to receive 2.5% of base pay for possession of Grade 2 and additional 2.5% of base pay for possession of Grade 3 (total 5%) in another vocation (SWRCB or CWEA certification. Maximum certification pay not to exceed twenty-five percent (25%) total.

#### Standby Pay:

Effective the first full pay period of September 2025 standby pay will be \$105 per day.

#### Floating Holidays:

Employees shall be granted floating holidays every January 1<sup>st</sup> prorated based on the time period since the previous January 1<sup>st</sup>, and shall be calculated at the rate of 40 hours per twelve (12) months or a portion thereof on a pro-rated basis.

#### Fiscal Impact

Staff recommends appropriating a total of \$252,290 for FY 2026 and \$431,411 for FY 2027 for estimated increase in costs due to the contracts. Of the total, appropriations to the Water fund

**City Council Agenda Report**

**Subject: Adoption of Memorandum of Understanding and Salary Schedules between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit**

**Meeting Date: January 26, 2026**

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would amount to \$67,170 for FY 2026 and \$148,410 for FY 2027 and appropriations to the Sanitation Fund would amount to \$185,120 for FY 2026 and \$283,001 for FY 2027.

Summary/Conclusion

Staff requests that the City Council adopt the Memorandum of Understanding between the City of Daly City and International Union of Operating Engineers Stationary Engineers Local 39 Plant Maintenance Unit.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Natalie Sakkal  
Director of Human Resources

Attachment: Tracked Changes Local 39 Plant Maintenance MOU

# MEMORANDUM OF UNDERSTANDING

between



**CITY OF DALY CITY**

and



**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**STATIONARY ENGINEERS LOCAL 39**

**Plant Maintenance Unit**

September 1, 202~~5~~ through August 31, 202~~8~~

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF DALY CITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
STATIONARY ENGINEERS LOCAL 39  
PLANT MAINTENANCE UNIT**

September 1, 2025~~2~~ through August 31, 2028~~5~~

The adjustments to wages, hours and conditions of employment that are set forth in this Memorandum have been discussed by and between the bargaining representatives of the City of Daly City (hereinafter, "~~CITY~~City") and the bargaining representatives of the International Union of Operating Engineers/Stationary Engineers Local 39 (hereinafter, "Union"), and shall apply to all employees and classifications of the City which are recognized as bargaining unit positions set forth in Appendix A.

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 bargaining representatives of the City and the bargaining representatives of the Union. The Union agrees to recommend to their constituents for their favorable consideration and vote, all of the salary and fringe benefit adjustments as set forth herein; and the bargaining 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 same manner and procedure prescribed by law.

**ARTICLE I – RECOGNITION**

International Union of Operating Engineers Stationary Engineers Local 39 is recognized as exclusive representatives pursuant to the City of Daly City Employer-Employee Relations Resolution for all employees assigned to the classifications set forth in Appendix A which is attached and made a part hereof.

**ARTICLE II – UNION MEMBERSHIP AND DUES**

The Union may have the regular dues of its members within a bargaining unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deduction shall be based upon written authorization from the Union, and shall continue (1) until such authorization is revoked, in writing, by the Union; or (2) until the transfer of the employee to a unit represented by another employee organization. The Human Resources Department and the Finance Department will work to provide that dues deductions are promptly terminated when an employee transfers out of union representation through a change in classification or status. The

Union must indemnify the employer for any claims made by employees as the result of the payroll deductions.

### ARTICLE III – UNION INFORMATION

The Union may use portions of a Department bulletin board under the following conditions:

1. All materials must be dated and must identify the Union that published them.
2. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.
3. The department reserves the right to determine where a bulletin board shall be placed and what portion of it is to be allocated to Union's materials.
4. If the Union does not abide by these rules, it will forfeit its right to have materials posted on a Department bulletin board.

The parties recognize the responsibility of the City to maintain the work space in a manner that is consistent with City rules and the law. In the event that material that violates these standards is placed on the bulletin board the City has the right to remove it. The City shall notify the Union in the event that material is removed by the City from the Union bulletin board.

### ARTICLE IV - SALARIES

#### A. ~~Cost of Living Adjustments~~ Salary Increases

- Effective September 13, 2025~~2~~, the parties agree to a ~~four~~three percent (34.0%) ~~cost of living salary increase for all bargaining members~~shall be applied to the s. (See Appendix B)
- Effective September 12, 2026~~3~~, the parties agree to a ~~four~~three percent (34.0%) ~~cost of living~~salary increase for all bargaining members (See Appendix B-1)
- ~~Effective September 11, 2027~~4, the parties agree to a ~~three~~four percent (34.0%) ~~cost of living~~salary increase for all bargaining members. (See Appendix B-2)

#### B. Equity Adjustments

- Effective September 13, 2025, the parties agree a one percent (1.0%) salary increase shall be applied to the salary schedule.
- Effective September 12, 2026, the parties agree to a one-half percent (0.5%) salary increase shall be applied to the salary schedule.
- Effective September 11, 2027, the parties agree to a one-half percent (0.5%) salary increase shall be applied to the salary schedule.

**\*Section IRC 414h**

The City will continue to make the Section IRC 414(h) option available to affected members during this agreement. Eligibility to participate and the irrevocable conditions of the one-time-only election continue to be pursuant to the regulations as set forth by the Internal Revenue Service.

**ARTICLE V - BENEFITS**

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

**A. Medical Insurance Benefits**

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees with medical insurance benefits. The City's monthly contribution to CalPERS for each eligible active employee for the purpose of medical insurance will be:

Employee Only	up to \$689.00
Employee +1	up to \$689.00
Employee + Family	up to \$689.00

**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 active employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include, but are not limited to, medical insurance, flexible spending accounts for out-of-pocket medical expenses and dependent care, dental insurance and life insurance benefits. The City agrees to provide a Cafeteria Plan Allowance to all active 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 will provide each eligible active employee with a monthly Cafeteria Plan Allowance for the purpose of participation in Section 125 Cafeteria Flexible Benefits Health and Welfare Plan., The City shall contribute to the monthly Cafeteria Allowance for eligible employees as follows:

1. Employee Only: 100% of the Kaiser Bay Area medical premium (for employees hired before January 1, 2020, the employee only cafeteria allowance shall remain frozen at thirteen hundred dollars (\$1300) per month until it equals the employee only Kaiser rate. This shall be referenced as grandfathered cash-back.). 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.
2. Employee +1: 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.
3. Employee +2: 95% 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.

In the event an employee enrolls in a City healthcare plan for which the premium cost is less than the City contribution provided in Article V, Section A, any difference between the City's maximum monthly contribution to CalPERS under Article II, Section A and the actual premium cost will be added to the City's Cafeteria Plan Allowance stated above.

C. City Sponsored Benefits

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

- City-sponsored Dental/Orthodontia Insurance
- City-sponsored Term Life Insurance in the amount of \$25,000
- The life insurance amount will increase to \$50,000 as soon as administratively possible.

Memorandum of Understanding

City of Daly City and International Union of Operating Engineers-Stationary Engineers Local 39  
Plant Maintenance Unit

September 1, 2025 through August 31, 2028

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- City-sponsored Long Term Disability Insurance. Employees must purchase Long Term Disability Insurance, but may do so with post-tax dollars.

In the event the premium for the benefits selected by the employee exceed the City's contribution indicated above, the employee will pay the remaining balance through payroll deductions.

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

- City-sponsored Medical Insurance through the CalPERS Health Benefits Administration

D. Cash-Back

1. For employees hired before January 1, 2020, the Grandfathered cash-back as provided in paragraph B1 above, the grandfathered cash back 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.
2. Cash back is not applicable to bargaining unit members hired on or after January 1, 2020 or for any employee hired before January 1, 2020 who is not in the grandfathered cash-back group referenced in paragraph B.1. above.

E. Opt-Out Cash In Lieu

1. No Coverage/Waiving Coverage for employees hired on or after January 1, 2020: Cash in lieu is five hundred dollars (\$500) per month minus the cost of the City sponsored qualified benefits (specified in section C, above) 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.
2. No Coverage/Waiving Coverage for employees hired before January 1, 2020: Cash in lieu is frozen at eleven hundred-fifty dollars (\$1150) per month minus the cost of the City sponsored qualified benefits (specified in section C, above) 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.

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

F. Vision Reimbursement Program

Employees and their dependents are eligible for a maximum reimbursement of \$200.00 per year for frames or lenses.

- Effective January 1, 2026, the above maximum calendar reimbursement for frames or lenses will increase to three hundred dollars (\$300.00).
- Effective January 1, 2027, the above maximum calendar reimbursement for frames or lenses will increase to three hundred and fifty dollars (\$350.00).
- Effective January 1, 2028, above maximum calendar reimbursement for frames or lenses will increase to four hundred dollars (\$400.00).

G. Flexible Spending Accounts

Employees may elect to designate salary reduction amounts for these accounts as provided under IRS Sections 125, 105 and/or 129. Salary reduction amounts may not exceed those limits as set forth by the City or by applicable law.

H. Long Term Disability

All affected employees shall purchase City-sponsored Long Term Disability Insurance if they have not already purchased this insurance with Wage Supplement Dollars as described in "B." above.

I. State Disability Insurance

The City continues to contract with the State of California for employees represented by this bargaining unit for SDI coverage. Such coverage is entirely employee-paid.

The City reserves the right at any time during the term of the agreement to make available medical, dental, life or LTD benefits under plans offered by alternate carriers or through a program of self-insurance, self-administration or 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 consultation from the Plant Maintenance Association.

**ARTICLE VI - UNIFORM ALLOWANCE**

For classic members as defined by CalPERS, the monetary value reported to PERS as taxable income for the purchase and maintenance of uniforms shall be based on the total the cost of uniforms and maintenance divided by the number of employees that use these uniforms. The annual updated total cost shall be attached to this MOU as Appendix C no later than December 31<sup>st</sup> of each year of this Agreement. The classifications below shall receive uniforms as determined by the Department.

For new members as defined by CalPERS as of January 1, 2013, the monetary value of uniforms and maintenance of uniforms will be treated in accordance with Public Employees Pension Reform Act (PEPRA).

**ARTICLE VII - BILINGUAL PAY**

The City provides one hundred dollars (\$100.00) per month bilingual pay to those employees who become certified and eligible for such pay and who are routinely and consistently assigned to positions requiring communication skills in languages other than English.

Effective January 1, 2026, bilingual pay will increase to one hundred and fifty dollars (\$150.00) per month.

The following languages are approved for bilingual pay compensation: Spanish, Tagalog, Mandarin, Cantonese, Korean, Vietnamese, and American Sign Language.

**ARTICLE VIII – LONG TERM DISABILITY**

The City agrees to provide a Long-Term Disability plan to provide sixty-six and two-thirds percent (66-2/3%) of salary to a maximum of \$4,000 per month after a 60-day waiting period and exhaustion of accumulated sick leave. The City shall continue to contribute \$26.50 per month toward the plan

## ARTICLE IX – RETIREMENT

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

B. Classic Members: For classic members as defined by Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 the contract with the Public Employees' Retirement System (PERS) provides:

- Section 21354.3 - 3% @ Age 60 Formula
- Section 20042 - One-Year Final Compensation
- Section 21335 - Annual Cost-Of-Living Allowance Increase (3%)
- Section 20965 - Credit for Unused Sick Leave
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefit
- Section 21573 - 1959 Survivor Benefit – Third Level
- Section 21620 - \$500 Retired Death Benefit
- Section 21024 – Military Service Credit as Public Service

C. New Members: For new members hired on or after January 1, 2013, as defined by Public Employees' Retirement System (PERS) and California Public Employees' Pension Reform Act of 2013 the contract with the Public Employees' Retirement System (PERS) provides:

- Section 7522.20 - 2% @ Age 62
- Section 20037 - Three-Year Average Final Compensation
- Section 21335 – Annual Cost-of-Living Allowance Increase (3%)
- Section 20965 – Credit for Unused Sick Leave
- Section 21573 - 1959 Survivor Benefit Level 3
- Section 21548 - Pre-Retirement Optional Settlement 2W Death Benefits
- Section 21024 – Military Service Credit as Public Service
- Section 21620 - \$500 Retired Death Benefit

D. Retiree Medical

A retiring employee shall place 100% of eligible Sick Leave Cash Out (in accordance with Rule XVII, Section 6 of the Rules and Regulations of the Classified Service) into the City-sponsored Retiree Health Savings Account. This provision does not apply to employees hired on or after January 1, 2020.

For employees hired prior to November 14, 2022, who retire from the City with a PERS retirement benefit (defined as an employee who is retiring from the City and is taking a service or disability retirement from PERS) the City's monthly contribution to retiree health for eligible employees and qualifying annuitants will be:

Employee	up to \$ 689.00
Employee + 1	up to \$ 689.00
Family	up to \$ 689.00

For employees hired on or after November 14, 2022, the retiree health benefit shall be limited to the PEMHCA minimum. The City's contribution to retiree health for qualifying annuitants will be increased annually as required under PEMHCA.

For employees hired on or after November 14, 2022 the City shall contribute \$50 per month to the current ~~ICMA~~ City contracted retiree health savings account.

#### **ARTICLE X - REIMBURSEMENT FOR REQUIRED CERTIFICATION**

- A. Affected employees required to hold certifications as a minimum requirement of their specific classification duty statements will be reimbursed by the Department of Water and Wastewater Resources for the required renewal fees. In order to be reimbursed, employees must present a copy of the fee invoice and evidence of the satisfactory renewal(s) of their certification. Represented employees who hold a higher level certificate shall be reimbursed an amount of money equal to the required certificate renewal.
- B. Affected employees required to satisfactorily complete continuing educational units (CEUs) in order to maintain required certification will be reimbursed for the fees associated with registering and completing such units upon presentation of evidence of their satisfactory completion of the units. Prior to registration for continuing educational units, employees must have the approval of the course provider and content from the Department Head or his/her designee.
- C. Upon notification that an employee has passed a new state certification test and requirements, management will sign off on the new certificate within 30 days. This does not apply to Article XI "Certification/Educational Incentive and Supplemental Pay" or change the interpretation of that section.

#### **ARTICLE XI – CERTIFICATION/EDUCATIONAL INCENTIVE AND SUPPLEMENTAL PAY**

The Certification/Educational Incentive and Supplemental Assignment Pay program is intended to provide an incentive for City employees to increase their technical skills in a specific field related to their assigned job classification and to prepare them for advancement when the opportunity arises.

Request for supplemental pay shall be made in writing to the Department Director via the employee's immediate supervisor.

Employees are required to provide copies of their certification and maintain current certification status. If any section/category of the certification is not current, the employee will not be entitled to supplemental or incentive pay. The status of certifications is to be reviewed annually.

Supplemental pay will become effective on the first day of the pay period following verification of the Certificate by the City Manager or his/her designee.

A. Certification/Educational Incentive

Members of this employee association will be eligible for the following certification/educational incentive pay for possession of the following:

The classifications of Warehouse Clerk and Lead Warehouse Clerk are eligible to receive CWEA Mechanical Technologist effective on the first day of the pay period following verification of the Certificate by the City Manager or his/her designee.

<u>Classification</u>			<u>Effective</u>
Plant Maintenance Mechanic I			<u>9/3/2022</u>
Plant Maintenance Worker			
Plant & Equipment Maintenance Mechanic	Grade		Max 20%
CWEA Mechanical Technologist	1		5%
	2		5%
	3		5%
	4		5%

<u>Classification</u>			<u>Effective</u>
Distribution System Operator I/II			<u>9/3/2022</u>
W/WW Operations Technician	Grade		Max 25%
SWRCB Distribution Certification	1		5%
	2		5%
	3		5%
	4		5%
	5		5%

<u>Classification</u>			<u>Effective</u>
Collection System Operator I/II			<u>9/3/2022</u>
	Grade		Max 20%
CWEA Collection Certification	1		5%
	2		5%
	3		5%
	4		5%

<u>Classification</u>			<u>Effective</u>
Instrument Technician			<u>9/3/22</u>
Plant & Equipment Maintenance Electrician	Grade		Max 20%
CWEA Electrical/Instrument Technician Certification	1		5%
	2		5%
	3		5%
	4		5%

The SWRCB/CWEA Certification/Educational Incentive pay shall compound from one certificate grade to the next.

Effective on the first day of the pay period following verification of the Certificate by the City Manager or his/her designee classifications in the Collection System (Collection System Operator I/II) and Plant Maintenance (Plant and Equipment Maintenance Electrician, Plant and Equipment Maintenance Mechanic, Senior Plant and Equipment Maintenance Mechanic, Plant Maintenance Worker, Plant Maintenance Mechanic I and Plant Operations Maintenance Worker I/II) Divisions are eligible to receive 2.5% of base pay for possession of Grade 2 and additional 2.5% of base pay for possession of Grade 3 (total 5%) in another vocation (SWRCB or CWEA certification. Maximum certification pay not to exceed twenty-five percent (25%) total.

**B. Supplemental Pay**

**1. Class A California Driver's License**

- Employees in the classification of Collection System Operator I or II or Distribution System Operator I or II; who possess a valid Class A California driver's license, and are designated by their department to operate a vehicle(s) requiring a Class A California driver's license shall receive supplemental assignment pay at the rate of \$145 per month.
- The City agrees to reimburse employees for the cost incurred from successful completion of the California Department of Motor Vehicles (DMV), Class A California driver's license testing and renewal process.

## ARTICLE XII - SAFETY FOOTWEAR AND EYEWEAR

The City provides a reimbursement amount of \$350.00 for the purchase and/or repair of safety footwear (including socks, boot laces and inserts), as needed, subject to prior approval of the supervisor and upon presentation of a valid receipt for actual purchase.

Effective September 1, 2025, the City agrees to will provide reimbursement for up to \$200 for every 24-month period for City approved prescription safety eye wear, as needed. Employees will be responsible for submitting a receipt for such eyewear prior to receiving reimbursement. The City will purchase the safety eyewear upon request of the employee.

## ARTICLE XIII - HOLIDAYS

- A. Regular full-time employees shall be entitled to take the following observed holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a paid status on both their regularly scheduled workdays immediately preceding and following the holiday; and provided further that employees shall be eligible for the five (5) floating holidays/forty (40) hours only upon completion of their initial probationary period.

New Year's Day	Thanksgiving Day
President's Day (celebrated)	Day after Thanksgiving Day
Memorial Day (celebrated)	Christmas Eve (last 4 hours of shift)
Juneteenth (celebrated)	Christmas Day
Independence Day	New Year's Eve (last 4 hours of shift)
Labor Day	

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

Employees shall be granted floating holidays every ~~September~~ January 1<sup>st</sup> prorated based upon the time period since the previous ~~September~~ January 1st, and shall be calculated at the rate of forty (40) hours per twelve (12) months or a portion thereof on a pro-rated basis.

In the event that a holiday falls within an employee's normally scheduled work week and he or she is required to work, the employee shall receive regular pay for time worked, plus Holiday Compensation at the rate of one and one-half times (1.5X) regular pay.

Unit members shall normally have the option of selecting compensatory time off or pay for hours worked on a holiday. However, for operational reasons, the City retains the discretion of requiring the unit member to take pay in lieu of compensatory time off.

B. Christmas Eve/New Year's Eve Time Off

Employees may, at the discretion of the Department Head,

1. Elect to work a full day at regular pay on Christmas Eve and receive a full day of holiday time off on New Year's Eve, or
2. Elect to work a full day at regular pay on New Year's Eve and receive a full day of holiday time off on Christmas Eve.

In the event an employee chooses to take a full day off on Christmas Eve with the intention of working a full day on New Year's Eve but does not work a full day on New Year's Eve, the time not worked on Christmas Eve shall be considered vacation or compensatory time off.

#### **ARTICLE XIV - HOURS AND OVERTIME**

The City agrees to permit affected employees to accrue at the discretion of the Director of Water and Wastewater Resources, compensatory time for overtime worked. Compensatory time off shall be taken within one hundred eighty (180) calendar days of the time accrued or an affected employee shall receive cash payment for said time. Affected employees shall receive cash payment for said time. Affected employees may take up to forty (40) hours of compensatory time off per calendar year subject to approval of the Director of Water and Wastewater Resources.

A. Work Week/Work Days

The regular workweek shall consist of forty (40) hours and the regular workday shall consist of either eight (8) hours, ten (10) hours, twelve (12) hours or 9/80 work schedule (total of eight nine-hour days, one eight-hour day, and one day off spread over a two-workweek period). Any existed regular schedule can be changed/adjusted at any time based on Department needs provided subject employee(s) are provided 30 days' notice is given by Management in writing.

B. Overtime

Employees working in excess of their regular work day shall be granted overtime pay or compensating time off for the time worked at the discretion of the Department Head, at time and one-half (1.5X) of the employee's base rate of pay. Employees subject to

the requirements of the FLSA who work in excess of their scheduled 40-hour workweek shall be granted overtime pay at time and one-half (1.5X) of the employee's FLSA rate of pay.

C. Call-Back Minimum

Whenever an affected employee is called back to work for less than ~~two-three (32)~~ hours, the employee shall receive a minimum of ~~two-three (32)~~ hours at the rate of time and one-half.

If an employee has been called-back and receives another call during the initial minimum call-back period, the employee will not be entitled to another call-back minimum. If an employee is called back after the completion of a call-back and the end of the minimum call-back period, her or she will be entitled to another minimum call-back.

D. Holiday Call-Back Minimum

However, when an affected employee is called back to work on a City-celebrated holiday, the callback minimum will be four (4) hours at the rate of time and one-half, effective July 1, 2007.

E. Electronic Call Back

Electronic call back occurs when Plant Maintenance Unit workers has left the premises and is contacted (by phone or pager or electronically) regarding a work-related issue, but does not have to report to work at the direction of a supervisor or manager in order to resolve the issue. The employee must spend more than de minimus time to resolve the issue. In such circumstances, the Plant Maintenance Unit worker will be paid for the time it took to respond to the issue (a minimum of 15 minutes) at the appropriate hourly rate of pay. If someone spends more than fifteen minutes, e.g. an hour, on the task the employee will be paid for their actual time worked. If the Plant Maintenance Unit worker has to return to work to complete such assignment, that time will be paid as call back hours. If the time spent to resolve the issue is de minimus this provision would not be apply.

E.F. Standby

The City retains the sole discretion to assign employees to standby duties and/or issue cellular telephones or other communication devices for the purposes of alerting employees of the necessity of call back. Employees on standby will be able to report for duty when called within an hour of said call.

Effective September 3, 2022, the daily reimbursement rate shall be \$100.00. Effective the first full pay period of September 2025, the daily reimbursement rate will increase to \$105.00 per day.

## ARTICLE XV – LEAVES

### A. Vacation Accrual

The following leave provisions are established by the Rules and Regulations of the Classified Service of the City of Daly City and are applicable to employees in the unit.

Vacation time is accumulated in accordance with the following schedule:

<u>Accrual Rate</u>	<u>Years During Which Vacation is Earned</u>
13 days/year	Accrues from initial employment date
18 days/year	Accrues after 4th anniversary date
23 days/year	Accrues after 12th anniversary date
28 days/year	Accrues after 20th anniversary date

For purposes of this section one day is defined as eight (8) hours.

### B. Two Hour Personal Leave

The City will continue to provide affected employees 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. Said two hours personal leave shall be taken each year pursuant to the above conditions and shall not accrue from year to year.

### C. Bereavement Leave

A maximum of five (5) working days bereavement leave may be taken for deaths occurring in the immediate family. Payment for time off will be subject to formal request to the City Manager by the employee who shall state in the request the relationship of the deceased.” (The Rules and Regulations of the Classified Service, Rule 1, Definition of Terms, has been amended in the definition of Immediate Family for the purpose of Bereavement Leave to include live-in domestic partner.)

For the purposes of this section, a working day shall be defined as the number of non-overtime hours in the day that the employee is scheduled to work.

### D. Sick Leave

Sick leave shall not be considered as a right which may be used at the employee's discretion, but a privilege which shall be allowed only in the case of necessity and personal sickness or disability or medical or dental treatment, and as required by law. Full-time employees shall accrue sick leave at the rate of twelve (12) working days\* (ninety-six (96) hours) per year. For classifications represented by this bargaining unit, there is no maximum accrual.

Any bargaining unit employee hired before January 1, 2020, having accumulated unused sick leave credit who is separated from employment by retiring as set forth in the Public Employees' Retirement System contract or, for reason of death or abolishment of position, shall be paid fifty percent (50%) of said employee's daily rate of pay for each day of accumulated and unused sick leave credit as of the date of said retirement, death, or abolishment of position. The sick leave maximum accrual of 200 days shall not apply to affected classifications. However, the maximum pay out of 50% of accumulated, unused sick leave at the time of retirement, death or abolishment of position remains at a cash value not to exceed 100 days of pay.

Sick leave cash out shall be eliminated for all employees hired on or after January 1, 2020.

\*For purposes of this section, a workday is defined as eight (8) hours.

E. Retiree Health Savings Account for Employees hired before January 1, 2020

A retiring employee may place 100% of eligible Sick Leave Accrual Pay Out (in accordance with Leaves of Absence Rule XX, Section 6 of the Rules and Regulations of the Classified Service) into the City-sponsored Retiree Health Savings Account. "Sick Leave Accrual Pay Out" consists of 50 percent (50%) of said employee's daily rate of pay for each day of accumulated and unused Sick Leave credit as of the date of retirement, death, or abolishment of position.

This provision does not apply to employees hired on or after January 1, 2020.

## **ARTICLE XVI- GRIEVANCE PROCEDURE**

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 employee's relative to the application or interpretation of the Rules and Regulations of the Classified Service, Departmental Rules and Regulations, Memorandum of Understanding, established policies and procedures of the City or department (whether written or oral), or a dispute or disagreement as to the facts pertaining to a disciplinary matter.

Memorandum of Understanding

City of Daly City and International Union of Operating Engineers-Stationary Engineers Local 39  
Plant Maintenance Unit

September 1, 202~~5~~<sup>2</sup> through August 31, 202~~8~~<sup>5</sup>

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The means, manner, method or merit of any service or activity provided by law or executive order; collective issues of salary, fringe benefits, working condition subject to meeting and conferring; any disciplinary action shall not be a subject of the grievance procedure. All grievances shall be processed in accordance with the following procedure:

Step 1: No matter shall be considered a grievance until it is first taken up orally by the employee and/or the Steward with the Division Head who will attempt to settle the matter. Employee shall file said grievance within thirty (30) calendar days of the date of the incident/event or direct knowledge of the incident/event.

Step 2: If any such grievance or complaint is not settled by the procedure above described, it shall within five (5) business days be set forth in writing by the Union and submitted to the Division Head. Within the ten (10) business days thereafter if necessary, there shall be a meeting between the aggrieved employee, the Union Steward, and the Division Head in an attempt to settle the matter. Within five (5) business days following such meeting, the employer shall give a written reply to the Union and aggrieved employee.

Step 3: If any such grievance has not been settled by the procedure described above, it shall within ten (10) business days be set forth in writing by the Union and submitted to the Department Head. Within ten (10) business days thereafter, there shall be a meeting between the aggrieved employee, the Union Steward and the Division Head in an attempt to settle the matter. Within five (5) business days following such meeting, the employer shall give a written reply to the Union and aggrieved employee.

Step 4: If any such grievance or complaint is not settled by the procedure described above, it shall within five (5) business days be set forth in writing by the Union and submitted to the City Manager. Within ten (10) business days thereafter, there shall be a meeting between the Union Business Agent, and the City Manager in an attempt to settle the matter. Within five (5) business days following such meeting, the Employer shall give a written reply to the Union.

Step 5: If any such grievance has not been settled by the procedure described above, the grievance may within five (5) business days be submitted to the Personnel Board, if eligible as an appeal. A grievance submitted to the Personnel Board shall be processed in accordance with the Civil Service Rules. Alternatively, if both parties agree, the matter shall be submitted to fact finding as provided below in steps 6 and 7.

Step 6: Within five (5) business days following such request, the Employer, the Union Steward and the Union Business Agent 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 Employer and the Union 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 7: Power of Fact Finder. The Finding of the Fact finder shall be submitted with a recommendation to the Personnel Board or the City Council for final action. The Personnel Board or the City Council shall act on the recommendation of the fact finder within thirty (30) days following submission of the recommendation.

Business days are described above and defined as Monday through Friday and exclude defined holidays within this contract under Article XIII.

At anytime the time frames listed in this section may be extended on a case by case basis by written mutual agreement of the City and the Union.

## **ARTICLE XVII – GENERAL PROVISIONS**

### **A. Labor Management Committee**

Immediately following the conclusion of labor negotiations the City and the Union will designate a subcommittee to meet and confer on changes to the Personnel Rules that are within the scope of bargaining. Changes to subjects that are within the scope of bargaining will not be made until the meet and confer process is completed.

### **B. Mandatory Direct Deposit**

The parties agree that all employees will participate in mandatory direct deposit for payroll (including all compensation and vision reimbursements).

### **C. Layoffs**

In the event that another bargaining unit receives a no layoff clause in their Memorandum of Understanding during the term of this agreement the Union has the right to reopen negotiations on this subject.

### **D. Notice of New Employee Information and New Employee Orientation**

#### **1. Employee Information**

The following provisions will apply regarding notice of new employees:

The City shall provide the Union with an electronic list of the following information for new employees within thirty (30) days of hire:

- a. employee's full name;
- b. employee status;
- c. hire date;
- d. department;
- e. job title;
- f. hourly rate;
- g. assigned work location;
- h. work phone number
- i. personal and cell phone number if available
- j. work email address
- k. personal email address, if available; and
- l. address (home and mailing).

In addition, the City agrees to provide an electronic list to the Union of the employee information above for all bargaining unit employees at least every one hundred twenty (120) days. In the event an employee prohibits the City from sharing an employee's information items i, k, and l, above shall not be provided.

## 2. New Employee Orientation

The City shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least ten (10) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Paid release time shall be granted for stewards to participate in the new employee orientations. The Employer shall distribute at the new employee orientations a copy of this Agreement, the current salary schedule, a list of all job classifications represented by the Union.

## E. Holiday Closure

The City reserves the right to close City Hall operations between December 24th and December 31st. During City Hall closure, employees will be required to use available accrued vacation, comp time, floating holidays or other applicable leave (not sick leave) or take unpaid time if accrued leave is not available.

## **ARTICLE XVIII – COOPERATION BETWEEN PARTIES**

It is hereby agreed between the parties that this Memorandum of Understanding provides for the amicable adjustment of wages, hours and conditions of employment. The Stationary Engineers, Local 39 agrees that during the term of the Memorandum of Understanding there shall be no strike,

no picketing, stoppages of work for any cause, no work slow-downs, 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.

The Union agrees to jointly cooperate with the City in increasing communications between the employees and the supervisors and to improve performance and productivity.

#### **ARTICLE XIX – SEVERABILITY OF PROVISIONS**

Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

#### **ARTICLE XXI – FULL UNDERSTANDING**

This Memorandum of Understanding constitutes a full and complete agreement by the parties on all subjects presented in negotiations for this successor agreement.

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto.

#### **ARTICLE XXII - DURATION**

Except as specifically provided, the effective date of this Memorandum of Understanding is upon ratification by both parties.

The term of this Memorandum of Understanding shall be from September 1, 2025~~2~~ through August 31, 2028~~5~~.

#### **ARTICLE XXIII - SIGNATORIES**



## APPENDIX A – CLASSIFICATIONS

### PLANT MAINTENANCE UNIT CLASSIFICATIONS

1. Collection System Operator I/II
2. Distribution System Operator I/II
3. Instrument Technician
4. Lead Warehouse Clerk
5. Plant Maintenance Worker
6. Plant Maintenance Mechanic I
7. Plant & Equipment Maintenance Electrician
8. Plant & Equipment Maintenance Mechanic
9. Plant Operations Maintenance Worker I/II
- ~~9.~~10. Senior Plant and Equipment Maintenance Mechanic
- ~~10.~~11. Warehouse Clerk
- ~~11.~~12. Water & Wastewater Operations Technician

**APPENDIX B-1 – BIWEEKLY SALARY SCHEDULE**  
 Effective September 13, 202~~5~~2

<u>Range</u>			<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>P 025</u>	A	Plant Operations Maintenance Worker I	2703.25	2838.41	2980.33	3129.35	3285.82
<u>P 029</u>	A	Plant Maintenance Worker	2829.13	2970.59	3119.12	3275.08	3438.83
<u>P 029P</u>	A	Collection System Operator I	2904.90	3050.15	3202.66	3362.79	3530.93
<u>P 029P</u>	A	Distribution System Operator I	2904.90	3050.15	3202.66	3362.79	3530.93
<u>P 030</u>	A	Plant Operations Maintenance Worker II	2938.07	3084.98	3239.22	3401.19	3571.25
<u>P 032</u>	A	Plant Maintenance Mechanic I	2965.29	3113.56	3269.24	3432.70	3604.33
<u>P 033</u>	A	Warehouse Clerk	3068.21	3221.63	3382.71	3551.84	3729.43
<u>P 034</u>	A	Collection System Operator II	3157.24	3315.11	3480.86	3654.91	3837.65
<u>P 034</u>	A	Distribution System Operator II	3157.24	3315.11	3480.86	3654.91	3837.65
<u>P 038</u>	A	Lead Warehouse Clerk	3297.37	3462.24	3635.35	3817.11	4007.97
<u>P 044</u>	A	Plant & Equipment Maintenance Mechanic	3630.97	3812.52	4003.15	4203.31	4413.47
<u>P 052</u>	A	Senior Plant and Equipment Maintenance Mechanic	4230.43	4441.95	4664.05	4897.25	5142.12
<u>P 052</u>	A	Water & Wastewater Operations Technician	4230.43	4441.95	4664.05	4897.25	5142.12
<u>P 062</u>	A	Instrument Technician	4465.40	4688.67	4923.10	5169.26	5427.72
<u>P 062</u>	A	Plant & Equipment Maintenance Electrician	4465.40	4688.67	4923.10	5169.26	5427.72

A = 40 hours/week

**APPENDIX B-21 – BIWEEKLY SALARY SCHEDULE**  
 Effective September 12, 2023

<b>Range</b>			<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<u>P 025</u>	A	Plant Operations Maintenance Worker I	2797.86	2937.76	3084.64	3238.88	3400.82
<u>P 029</u>	A	Plant Maintenance Worker	2928.15	3074.56	3228.29	3389.70	3559.19
<u>P 029P</u>	A	Collection System Operator I	3006.57	3156.90	3314.75	3480.49	3654.51
<u>P 029P</u>	A	Distribution System Operator I	3006.57	3156.90	3314.75	3480.49	3654.51
<u>P 030</u>	A	Plant Operations Maintenance Worker II	3040.91	3192.95	3352.60	3520.23	3696.24
<u>P 032</u>	A	Plant Maintenance Mechanic I	3069.08	3222.53	3383.66	3552.84	3730.49
<u>P 033</u>	A	Warehouse Clerk	3175.60	3334.38	3501.10	3676.16	3859.96
<u>P 034</u>	A	Collection System Operator II	3267.75	3431.14	3602.69	3782.83	3971.97
<u>P 034</u>	A	Distribution System Operator II	3267.75	3431.14	3602.69	3782.83	3971.97
<u>P 038</u>	A	Lead Warehouse Clerk	3412.77	3583.41	3762.58	3950.71	4148.25
<u>P 044</u>	A	Plant & Equipment Maintenance Mechanic	3758.06	3945.96	4143.26	4350.42	4567.94
<u>P 052</u>	A	Senior Plant and Equipment Maintenance Mechanic	4378.50	4597.42	4827.29	5068.66	5322.09
<u>P 052</u>	A	Water & Wastewater Operations Technician	4378.50	4597.42	4827.29	5068.66	5322.09
<u>P 062</u>	A	Instrument Technician	4621.69	4852.77	5095.41	5350.18	5617.69
<u>P 062</u>	A	Plant & Equipment Maintenance Electrician	4621.69	4852.77	5095.41	5350.18	5617.69

A = 40 hours/week

**APPENDIX BA-32 – BIWEEKLY SALARY SCHEDULE**

Effective September 14, 2024

<b>Range</b>			<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
<u>P 025</u>	A	Plant Operations Maintenance Worker I	2895.79	3040.58	3192.61	3352.24	3519.85
<u>P 029</u>	A	Plant Maintenance Worker	3030.64	3182.17	3341.28	3508.34	3683.76
<u>P 029P</u>	A	Collection System Operator I	3111.81	3267.40	3430.77	3602.30	3782.42
<u>P 029P</u>	A	Distribution System Operator I	3111.81	3267.40	3430.77	3602.30	3782.42
<u>P 030</u>	A	Plant Operations Maintenance Worker II	3147.34	3304.70	3469.94	3643.44	3825.61
<u>P 032</u>	A	Plant Maintenance Mechanic I	3176.50	3335.32	3502.09	3677.19	3861.05
<u>P 033</u>	A	Warehouse Clerk	3286.75	3451.09	3623.64	3804.82	3995.06
<u>P 034</u>	A	Collection System Operator II	3382.12	3551.23	3728.79	3915.23	4110.99
<u>P 034</u>	A	Distribution System Operator II	3382.12	3551.23	3728.79	3915.23	4110.99
<u>P 038</u>	A	Lead Warehouse Clerk	3532.22	3708.83	3894.27	4088.99	4293.44
<u>P 044</u>	A	Plant & Equipment Maintenance Mechanic	3889.59	4084.07	4288.27	4502.69	4727.82
<u>P 052</u>	A	Senior Plant and Equipment Maintenance Mechanic	4531.74	4758.33	4996.25	5246.06	5508.36
<u>P 052</u>	A	Water & Wastewater Operations Technician	4531.74	4758.33	4996.25	5246.06	5508.36
<u>P 062</u>	A	Instrument Technician	4783.45	5022.62	5273.75	5537.44	5814.31
<u>P 062</u>	A	Plant & Equipment Maintenance Electrician	4783.45	5022.62	5273.75	5537.44	5814.31

A = 40 hours/week

**APPENDIX C – UNIFORM ALLOWANCE**

UNIFORM ALLOWANCE 2026

UNIFORM ALLOWANCE 2022

This Appendix memorializes the agreement between the City of Daly City (City) and International Union of Operating Engineers/Stationary Engineers, Local 39, Plant Maintenance Unit (Union), collectively referred to as Parties, regarding uniform allowance for members of the Union.

1. The City purchases and maintains uniforms for Union members.
2. The City reports to CalPERS the monetary value for providing and maintaining members' required uniforms ("uniform allowance") for employees considered "classic members" by CalPERS as that term is defined by the Public Employee Pension Reform Act (PEPRA).
3. For calendar year 2026, for each eligible employee who is a "classic member" of CalPERS, the amount of uniform allowance reported to CalPERS is derived from the total cost of uniforms and maintenance in the prior fiscal year in a department divided by the number of employees that use these uniforms in that department.
4. For calendar year 2026, for each eligible employee who is a "classic member" of CalPERS, the amount of uniform allowance the City reports to CalPERS shall be the following:
  - a. ~~\$43.49~~39.52 per employee per pay period for eligible members who work in Plant and Equipment Maintenance (Dept. #373A). ~~\$23.48~~32.69 per employee per pay period for eligible members who work in Distribution System Maintenance (Dept. #375A).
  - b. \$31.53 per employee per pay period for eligible members who work in Administration (Dept #370A). ~~\$39.82~~43.96 per employee per pay period for eligible members who work in Collection System Maintenance (Dept. #376A).
5. The following classifications shall receive uniforms as determined by the Department:

Collection System Maintenance Worker I/II
Distribution System Maintenance Worker I/II
Instrument Technician
Lead Warehouse Clerk
Plant & Equipment Maintenance Mechanic
Plant Maintenance Mechanic I

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Plant Maintenance Unit

September 1, 2025 through August 31, 2025

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Plant Maintenance Worker
Plant Operations Maintenance Worker I/II
Senior Plant & Equipment Maintenance Mechanic
Utility Maintenance Worker (W/WW Distribution)
Utility Maintenance Worker (W/WW Collections)
Warehouse Clerk
Water/Wastewater Operations Technician

5. This uniform allowance is not CalPERS reportable special compensation for employees defined as “new members” under the Public Employees’ Pension Reform Act of 2013 (“PEPRA”).



# City Council Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Authorize the City Manager to Approve a Purchase Agreement for a TYMCO Model 600 Street Sweeper**

## Recommended Action

Staff recommends that the City Council authorize the City Manager, or his designee, to execute a purchase agreement with TYMCO, Inc., for the purchase of a TYMCO Model 600 street sweeper in the amount of \$433,434.90, including sales tax.

## Discussion

The Public Works Department - Maintenance Division oversees Daly City's street sweeping program, sweeping approximately 12,500 curb miles of streets annually. Street sweeping helps maintain clean streets by removing debris such as paper and leaves, reduces dust, and removes metal particles and other hazardous materials left by vehicles. It also minimizes the risk of clogged stormwater facilities that can cause localized flooding during heavy rains and helps ensure compliance with local, State, and Federal stormwater regulations.

The Public Works Maintenance Division Street Section operates three street sweepers—two front-line units and one backup unit. The street sweeper identified for replacement is ten years old and has exceeded its seven-year service life. Replacing this unit will allow an existing sweeper to be reassigned as the backup while the new unit serves as a front-line sweeper.

The City of Daly City is a member of HGACBuy, a national cooperative purchasing program used successfully in the past. TYMCO, Inc. holds a current HGACBuy contract for its Model 600 street sweeper at a price determined to be fair, reasonable, and competitive. The purchase will be made using HGACBuy Contract No. SW04-20. The total cost, including tax and delivery, is \$433,434.90.

California Government Code authorizes public agencies to use cooperative purchasing programs such as HGACBuy while remaining compliant with the City's Municipal Code. Utilizing this program allows the City to efficiently procure vehicles and equipment.

## Fiscal Impact

Sufficient funds to purchase the TYMCO Model 600 street sweeper in the amount of \$433,434.90 is available in the Fiscal Year 2025-2026 Motor Vehicle Replacement Fund Account 55145300-55018.

## Summary/Conclusion

Staff recommends that the City Council authorize the City Manager, or his designee, to execute a purchase agreement with TYMCO, Inc., for the purchase of a TYMCO Model 600 street sweeper in the amount of \$433,434.90, including sales tax.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,



Jeffery W. Fornesi  
Assistant Director of Public Works



Richard Chiu, Jr.  
Director of Public Works

Attachments:

1. HGACBuy: Contract Pricing Worksheet (Dated 12-18-2025)

<b>HGACBuy</b>		<b>CONTRACT PRICING WORKSHEET</b> For MOTOR VEHICLES Only		Contract No.:	SW04-20 Expires 3/31/2026	Date Prepared:	12/18/2025
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Daly City, CA			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:	Jose Garcia, Fleet Manager			Prepared By:	Kaye Morgan		
Phone:	650-991-8027			Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:	jgarcia@dalycity.org			Email:	kaye.morgan@tymco.com		
Product Code:	B53	Description:	TYMCO Model 600 Regenerative Air Sweeper				
<b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b>							\$ 182,070.00
<b>B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
Hopper Suction Throat Liner w/Wear Flange 600011		\$ 1,525.00	Stainless Steel Hopper 600091		\$ 23,130.00		
Abrasion Protection Package 600036		\$ 1,275.00	Gutter Broom Tilt Adjuster - Right 600022		\$ 850.00		
Hopper Deluge 600043		\$ 750.00	A.O.D. Washdown System 60004		\$ 2,050.00		
Pick-Up Head Curtain Lifter 600087		\$ 1,605.00	Auxiliary Hydraulic System 600053		\$ 1,130.00		
Broom Assist Pick-Up Head 600064		\$ 5,265.00	Auxiliary Hand Hose w/Hydraulic Boom 600052		\$ 5,075.00		
Traffic Directing Light - LED 600823		\$ 1,200.00	2023 Freightliner M2-106 Chassis 600706		\$ 99,675.00		
Pick-Up Head Pressure Inlet Water Injection 600060		\$ 1,830.00					
					<b>QUOTE GOOD FOR 30 DAYS</b>		
					<b>DELIVERY SUBJECT TO TRUCK AVAILABILITY</b>		
					<b>Subtotal From Additional Sheet(s):</b>		
					<b>Subtotal B:</b>		\$ 145,360.00
<b>C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
Low Emission Package		\$ 1,500.00	Stainless Steel Blower Housing		\$ 1,500.00		
Double DUO Skids w/3" ramps		\$ 2,000.00	Water Level Gauge in Cab		\$ 600.00		
Dump Switch in Cab		\$ 200.00	Hopper Screen Vibrator		\$ 2,000.00		
Amber Bar Light - LED - Cab Mounted		\$ 1,800.00	Manuals - John Deere Parts/Service		\$ 600.00		
Auto Sweep Assist (ASA)		\$ 2,500.00	Stainless Steel Hopper Drain		\$ 750.00		
2026 Freightliner M2-106 Chassis UPGRADE CARB Compliant; 200 HP Engine; 23,000# Rear Axle; Single Speed; Aluminum Wheels (6); Chrome Grill; Chrome Bumper; Chrome Air Intake; BlueTooth Radio System		\$ 25,500.00	Provision Camera/Monitor System - 4 cameras. 7" HD Waterproof LCD Monitor RV-804A; AHD Heavy Duty Cameras; Video Splitter Cable PD-1456; 5m AHD Cable PX-1942		\$ 5,200.00		
					<b>Subtotal C:</b>		\$ 44,150.00
<b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).					<b>For this transaction the percentage is:</b>		13%
<b>D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)</b>							\$ 371,580.00
Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 371,580.00	=	<b>Subtotal D:</b>		\$ 371,580.00
<b>F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation</b>							
<b>Description</b>		<b>Cost</b>	<b>Description</b>		<b>Cost</b>		
Freight/PDI/Inservice		\$ 12,500.00	Ext Warranty - Allison Transmission 5 years		\$ 850.00		
Surcharge - Base Unit		\$ 9,550.00					
CA Sales Tax (9.875%)		\$ 38,954.90					
					<b>Subtotal F:</b>		\$ 61,854.90
<b>Delivery Date:</b>		<b>210 - 300 Days</b>		<b>G. Total Purchase Price (D+E+F):</b>		\$ 433,434.90	



# City Council Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Set Time and Place for Public Hearing Under the Tax and Equity Fiscal Responsibility Act (“tefra”)**

## **Recommended Action**

Set Time and Place for TEFRA public hearing on Monday, February 9, 2026, regarding the issuance of an amount not to exceed \$25 million of tax-exempt bond financing to finance development of multifamily housing at 493 Eastmoor Apartments.

## **Background**

Eastmoor Multifamily, LP has requested that the California Statewide Communities Development Authority (CSCDA) serve as the municipal issuer of tax-exempt multifamily housing revenue bonds in an aggregate principal not to exceed \$25 million. The proceeds of the bonds will be used to finance the acquisition, construction, improvement and equipping of a 72-unit multifamily rental housing project generally known as 493 Eastmoor Apartments. CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties created to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California.

In order for the bonds to qualify as tax-exempt bonds, the City must conduct a public hearing providing the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for financing of the project. The hearing is required by Section 147(f) of the Internal Revenue Code of 1986. The Code requires that the City Council hold a TEFRA hearing regarding the issuance of the bonds and adopt a resolution approving the issuance of the bonds. Staff recommends that the City Council Members consent to hold a public hearing and consider adopting a resolution regarding the issuance of the bonds.

Staff is available to provide any additional information desired by the Mayor or Councilmembers.

Respectfully submitted,

Lenelle Suliguin  
Housing and Community  
Development Manager

Tatum Mothershead  
Economic and Community Development  
Director



# City Council Meeting Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Authorization to Perform Interior Concrete Restoration and Coating at Reservoir 6B**

## **Recommended Action**

Authorize staff to enter into a public improvement agreement with DN Tanks to perform interior concrete joint repairs and coating application for Reservoir 6B in an amount not to exceed \$670,450, which includes a base contract amount of \$583,000 and a 15% contingency.

## **Background**

On November 8, 2023, City Council adopted Resolution 23-149 authorizing emergency seismic and roof repairs at Reservoir 6B. Structural seismic upgrades have been completed and most of the aluminum roof installation is finished. However, several interior components remain to fully complete the project.

During preparation for interior joint repairs, required testing of existing joint sealant identified the presence of polychlorinated biphenyls (PCBs). Additional sampling conducted between November 2023 and December 2024 confirmed PCB presence in joint materials and adjacent concrete. The City retained Remedy Engineering to develop a sampling plan, provide technical consultation, and prepare regulatory documentation.

A Risk-Based Cleanup and Disposal Application was submitted to the U.S. Environmental Protection Agency (USEPA) Region 9 in April 2025. USEPA approved the application in June 2025 and issued conditional approval of the PCB Cleanup Plan in August 2025. Final technical specifications for interior repair, washing, and sampling were issued in October 2025, allowing the City to proceed with repair planning.

## **Discussion**

DN Tanks was the original specialty contractor for the reservoir and is currently under contract for remaining roof work. Because of their specialized knowledge of the structure and to maintain project continuity and schedule, staff engaged DN Tanks to provide a proposal for the required interior concrete restoration and coating work.

The proposed work includes:

- Interior joint repairs
- Surface preparation and coating application
- Coordination with PCB remediation activities to ensure structural integrity
- Verification that surface profiles meet coating and repair specifications

This approach allows the City to complete regulatory-required remediation and restoration efficiently while minimizing risk to the structure and project timeline.

## **Fiscal Impact**

This work was not included in the original project scope. Staff proposes funding the project in the amount of \$670,450 from Water Fund 41 – Fund Balance to Water Capital Fund, Emergency Design & Repair Services Reservoir 6B (Account 441-721-00-55108). Sufficient capital reserve funds are available.

**Summary/Conclusion**

Staff recommends authorization to enter into a public improvement agreement with DN Tanks for interior concrete restoration and coating at Reservoir 6B in an amount not to exceed \$670,450. This work is necessary to complete regulatory-required PCB remediation, restore the interior structure, and return the reservoir to full service.

Staff is available to answer any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Joshua Cosgrove". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua Cosgrove  
Director of Water and Wastewater Resources

Attachments:  
DN Budget Estimate



December 9, 2025

City of Daly City  
153 Lake Merced Blvd.  
Daly City, CA 94015

Attn: Michael T. Patolo  
Water and Wastewater Maintenance Manager

RE: Reservoir 6B Interior Coating and Joint Rehabilitation  
Daly City, CA

Dear Mr. Patolo

As requested, DN has put together a budgetary estimate to provide the interior coating application and interior joint repairs, which corresponds to the USEPA PCB Cleanup Plan approval that you provided us with.

*Background Information and Assumed Remediation Contractors Scope of Work:*

The USEPA document indicates that the reservoir has joint and crack sealant that contains PCBs. As you had indicated, Daly City is planning to request quotes from remediation contractors to perform the necessary PCB remediation, which shall include removal of concrete of 12" from both sides of the vertical wall joints, and 18" wide from both sides of the floor joints and crack repairs, all with a uniform depth of removal of 1". It is assumed that the remediation contractor shall perform the necessary surface preparation on the interior walls and floor (which shall include hydro-blasting/sandblasting/abrasive blasting, etc.) to achieve the necessary concrete surface profile (CSP) in conformance with the coating manufacturer's requirements. This is required to be performed by the remediation contractor, as it is assumed the interior concrete surface may have trace amounts of PCBs, and would need to be disposed of properly.

*DN Proposed Scope of Work*

Upon completion of the necessary concrete removal remediation and interior surface preparation, the interior locations (floor joints, wall joints, floor cracks) will be restored with a high-strength repair mortar. The interior walls, floor, and restored concrete will be coated with Sikagard 62 – 100% solids epoxy coating system. The USEPA had provided Daly City with this product request for the interior coating system.

The following includes the description of work and pricing for the scope of work proposed by DN. In addition, the assumptions for work are outlined, as well as the services and scope that shall be provided to DN by others.

**Interior Concrete Restoration**

Provide all labor, equipment, materials and incidentals required to restore the interior concrete locations where the remediation contractor removed the highly concentrated PCB concrete. This includes all of the vertical wall joints, floor joints, and previously repair floor cracks. The restored areas include the following width and depth - *Wall Joints: 2’ wide and 1” deep on full vertical wall joints (1’ wide on both sides of joint). Floor Joints: 3’ wide and 1” deep on floor joints (1’-6” wide on both sides of joint). Floor Crack Repairs: 3’ wide and 1” deep on previously repaired floor cracks (1’-6” wide on both sides of floor crack repairs).* DN shall restore these locations with a high-strength repair mortar.

**Interior Concrete Coating Application**

Provide all labor, equipment, materials and incidentals required to apply a full interior coating system to the interior walls and floor of the existing reservoir. The USEPA had previously provided Daly City with the product selection for the coating system – Sikagard-62, which is a 100% solids epoxy coating system.

**Pricing:**

Description of Work	Pricing
Interior Concrete Restoration	\$243,000.00
Interior Concrete Coating Application	\$340,000.00
<b>Total: \$583,000.00</b>	

**Assumptions:**

- DN recommends the owner includes a 10% contingency to account for any general conditions/scope changes.
- Water for construction is provided to DN at no cost.
- Pricing includes prevailing wage rates. DN is a Union contractor
- Remediation Contractor/Owner shall perform USEPA wipe test.
- DN assumes wash water shall be drained through tank on-site.
- Permits, fees, taxes, insurance or bonds are excluded.
- Remediation Contractor shall perform necessary concrete surface preparation to achieve concrete surface profile as required by coating manufacturers prior to DN mobilization. DN and/or Sika rep shall inspect surface preparation to confirm it meets the coating manufacturer's requirements.
- If PCBs are detected upon wipe tests – Remediation Contractor shall perform necessary remediation services. This is outside of DN’s responsibility and scope of work.
- Owner shall be responsible for filling of reservoir and necessary water quality testing.

If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,  
Dan Gancher  
Regional Manager – Concrete Tank Services  
Daniel.Gancher@dnllc.com  
503.476.6688





# City Council Agenda Report

Item # \_\_\_\_\_

Meeting Date: 01/26/2026

## **Subject: Annual Delegation of Authority to City Treasurer to Invest City Funds**

### Recommended Action

Adopt a resolution renewing delegation of investment authority to the City Treasurer as required by Government Code Section 53607.

### Discussion

In order to comply with State of California Government Code Section 53607, the City Council must annually renew the delegation of authority for investing City funds to the City Treasurer.

Staff is available to provide any additional information desired by the Mayor or City Council Members.

Respectfully submitted,

Daneca Halvorson  
City Treasurer

cc: City Manager  
City Attorney  
City Clerk



# City Council Agenda Report

Item # \_\_\_\_\_

Meeting Date: 01/26/2026

**Subject: 2026 Statement of Investment Policy**

## Recommended Action

Adoption of the City's updated Statement of Investment Policy.

## Background

In order to comply with State law, the City must annually review our investment policy at a public meeting. As a trustee and fiduciary, the City Council is a subject to the prudent investor standard, and must annually delegate investment responsibility to the City Treasurer through the adoption of our Statement of Investment Policy.

## Summary/Conclusion

Consideration and adoption of the City's updated Statement of Investment Policy is necessary to stay in conformance with state law, as well as have a formal document which clearly outlines our Investment Policy and purpose for the investment of the City's funds.

## Key updates:

- Placement service deposit language to reflect AB 2618's 2031 sunset for 50% limits
- Commercial paper limits to reflect the SB 595 2031 sunset and 397-day maturity where applicable.
- The zero/negative interest accrual exception's sunset date

I am available to provide any additional information desired by the Mayor or Council members.

Respectfully submitted,

Daneca Halvorson

City Treasurer

Attachment: Statement of Investment Policy

cc with attachment: City Manager  
City Attorney  
City Clerk

# **CITY OF DALY CITY, CALIFORNIA**

## **STATEMENT OF INVESTMENT POLICY CALENDAR YEAR 2026**





CITY OF DALY CITY  
STATEMENT OF INVESTMENT  
POLICY

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## **I. INTRODUCTION**

Moneys not required for immediate expenditure by the City of Daly City shall be invested in compliance with governing provisions of law and this policy. The City will maintain adequate cash availability while ensuring that principal invested is protected from loss. Only after those two overriding requirements are met will the City strive for maximum yield on invested idle funds.

## **II. SCOPE**

This investment policy applies to all financial assets under direct control of the City of Daly City. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR) and include the General Fund, Special Revenue Funds, Capital Project Fund, Enterprise Funds, Internal Service Funds, certain Agency Funds, and other funds that may be created from time to time.

This policy does not apply to investment activities of moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or certificates of participation, or assets of the City-sponsored Deferred Compensation Plan. Such funds are invested in accordance with statutory provisions governing the issuance, or in accordance with the ordinance, resolution, indenture, or agreement of the City which provides for the issuance, or the instructions of the participants. These funds are identified in the ACFR as Cash with Fiscal Agent, debt service components of certain Enterprise Funds, or as Amounts Due Participants in the Deferred Compensation Plan.

## **III. INVESTMENT OBJECTIVES**

The primary objectives, in priority order, of the City of Daly City's investment activities shall be:

### **A. Safety**

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal will be to mitigate credit risk and interest rate risk.

### **B. Liquidity**

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

### **C. Return on Investments**

The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

#### **IV. STANDARDS OF CARE**

##### **A. Prudence**

The City adheres to the guidance provided by the "prudent investor standard," which obligates a fiduciary to ensure that investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of individual business matters, not for speculation but for investment. Exercise of prudence considers the probable safety of capital as well as the probable income to be derived.

This standard of prudence shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectation are reported in a timely fashion, and appropriate action is taken to control adverse developments.

##### **B. Ethics and Conflicts of Interest**

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus, employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the Finance Director any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

#### **V. SAFEKEEPING AND CUSTODY**

##### **A. Authorized Financial Dealers and Institutions**

###### **1. Broker/Dealers**

A list will be maintained of financial institutions and depositories authorized to provide investment services. In addition, a list will be maintained of approved security broker/dealers selected by conducting a process of due diligence. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

The Treasurer shall determine which financial institutions are authorized to provide investment services to the City. Institutions eligible to transact investment business with City include:

- a. Primary government dealers as designated by the Federal Reserve Bank;
- b. Nationally or state-chartered banks;
- c. The Federal Reserve Bank; and,
- d. Direct issuers of securities eligible for purchase.

All broker/dealers who desire to become qualified for investment transactions must supply the following (as appropriate):

- Proof of Financial Industry Regulatory Authority certification
- Proof of State registration
- Certification of having read the City's investment policy, including a statement that the dealer shall make a good faith effort to ensure that recommended investments conform to this policy
- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Evidence of adequate insurance coverage

Selection of financial institutions and broker/dealers authorized to engage in transactions with the City shall be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the City may rely on the adviser for selection.

## 2. Financial Institutions

The Treasurer shall establish selection criteria for approval of institutions to do business with the City of Daly City. To qualify for consideration, an institution must have an office in California and that office must perform the transactions with the City. Additionally, all financial institutions who desire to become depositories must supply the following (as appropriate):

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of state registration
- Evidence of adequate insurance coverage

Upon adoption, and when changes are made thereafter, the City shall send a copy of the current investment policy to all parties doing business with the City. Confirmation of receipt of this policy shall be considered evidence that the dealer understands the City's investment policies and intends to show the City only appropriate investments.

## 3. Competitive Transactions

The Treasurer shall obtain competitive bid information on all purchases of investment instruments purchased on the secondary market (excluding FDIC Insured certificates of deposit). A competitive bid can be executed through a bidding process involving at least three separate brokers/

financial institutions or through the use of a nationally recognized trading platform.

If the City is offered a security for which there is no readily available competitive offering on the same specific issue, then the Treasurer shall document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price.

If the City hires an investment adviser to provide investment management services, the adviser must provide documentation of competitive pricing execution on each transaction. The investment adviser will retain documentation and provide upon request.

#### **B. Delivery Versus Payment**

Securities transactions, including collateral for repurchase agreements, shall be executed on a delivery vs. payment (DVP) basis. Funds are not wire-transferred until securities are delivered into safekeeping with the City's third-party custodian. The custodial relationship is subject to an agreement for services which may be separate from the agreement for other banking services. The safekeeping requirement does not apply to LAIF, purchase of mutual funds or securities which are physically delivered to the City.

#### **C. Third-Party Safekeeping**

Securities will be held by an independent third-party safekeeping institution selected by the City. All securities will be evidenced by safekeeping receipts in the City's name. The safekeeping institution shall annually provide a copy of its most recent report on internal controls - Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011.)

#### **D. Internal Control**

The City Treasurer shall establish a system of internal controls, which shall be documented in writing. These controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

### **VI. AUTHORIZED AND SUITABLE INVESTMENTS**

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the

current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City of Daly City, the State of California and any local agency within the State of California, provided that:
  - The securities are rated in a rating category of “A” or its equivalent or better by at least one “NRSRO”.
  - No more than 5% of the total portfolio may be invested in any single issuer.
  - No more than 30% of the total portfolio may be in Municipal Securities.
  - The maximum maturity does not exceed five (5) years.
2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
  - The securities are rated in a rating category of “A” or its equivalent or better by at least one nationally recognized statistical rating organization (“NRSRO”).
  - No more than 5% of the total portfolio may be invested in any single issuer.
  - No more than 30% of the total portfolio may be in Municipal Securities.
  - The maximum maturity does not exceed five (5) years.
3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:
  - The maximum maturity does not exceed five (5) years.
4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
  - No more than 30% of the total portfolio may be invested in any single Agency/GSE issuer.
  - No more than 20% of the total portfolio may be invested in callable agency securities.
  - The maximum maturity does not exceed five (5) years.

**5. BANKER’S ACCEPTANCES, provided that:**

- They are issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 40% of the total portfolio may be invested in Banker’s Acceptances.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 180 days.

**6. COMMERCIAL PAPER, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (a) or (b) and other requirements specified below:**

**a. SECURITIES issued by corporations:**

- (i) A corporation organized and operating in the United States with assets more than \$500 million.
- (ii) The securities are rated “A-1” or its equivalent or better by at least one NRSRO.
- (iii) If the issuer has other debt obligations, they must be rated in a rating category of “A” or its equivalent or better by at least one NRSRO.

**b. SECURITIES issued by other entities:**

- (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
- (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
- (iii) The securities are rated “A-1” or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the City’s investment assets under management may be invested in Commercial Paper. Under a provision sunsetting on January 1, 2031, no more than 40% of the total portfolio may be invested in Commercial Paper if the City’s investment assets under management are greater than \$100,000,000.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 397 days.

**7. NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:**

- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated “A-1” or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of “A” or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the total portfolio may be invested in any single issuer.

- The maximum maturity does not exceed five (5) years.
- 8. FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
  - No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
  - The maximum maturity does not exceed five (5) years.
- 9. COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:
- No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
  - The maximum maturity does not exceed five (5) years.
- 10. PLACEMENT SERVICE DEPOSITS**, provided that:
- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
  - Under a provision sunsetting on January 1, 2031, no more than 50% of the portfolio may be invested in deposits through a placement service, including Certificates of Deposit, if the Agency is a city, district or local agency that does not pool money with other local agencies.
  - The maximum maturity does not exceed five (5) years.
- 11. COLLATERALIZED BANK DEPOSITS.** The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.
- 12. REPURCHASE AGREEMENTS** collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
  - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
  - The maximum maturity does not exceed one (1) year.

**13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:**

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

**14. LOCAL GOVERNMENT INVESTMENT POOLS**

- Including Other LGIPs permitted by the City, including San Mateo County Treasurer's Pool, CalTRUST, California Asset Management Program (CAMP), and California Class, or Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive. (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
- There is no issuer limitation for Local Government Investment Pools

**15. CORPORATE MEDIUM TERM NOTES (MTNs), provided that:**

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

**16. ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY, provided that:**

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum maturity does not exceed five (5) years.

**17. MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:**

a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

- (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.

• No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

- (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
- (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of \$500 million.

• No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

c. No more than 20% of the total portfolio may be invested in these securities.

**18. SUPRANATIONALS**, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

## **VII. PROHIBITED INVESTMENT VEHICLES AND PRACTICES**

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2031, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

## VIII. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. Annually, the City Treasurer shall seek responses to the following questions from any investment pool or mutual fund in which the City invests:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how it is assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

## IX. COLLATERALIZATION

**CERTIFICATES OF DEPOSIT (CDs).** The City shall require any commercial bank or savings and loan association to deposit eligible securities with an City of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

**COLLATERALIZATION OF BANK DEPOSITS.** This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

**REPURCHASE AGREEMENTS.** The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

## **X. DIVERSIFICATION, MAXIMUM MATURITIES, AND CREDIT QUALITY**

The City will diversify its investments by security type, maturity, and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. Diversification strategies shall be established by the Treasurer and will be determined based on our investment objectives of Safety, Liquidity, and Return. There is no minimum Portfolio percentage and/or dollar limit for diversification. The maximum Portfolio percentage and/or dollar limits for diversification are indicated in Section VI, Authorized and Suitable Investments.

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Generally, no investment shall be made in any security which, at the time of the investment, has a term remaining to maturity in excess of five years. However, the City Council specifically grants the authority to the City Treasurer to invest a maximum of \$14,000,000 of the City's portfolio in Government National Mortgage Association securities which, at the time of investment, have terms remaining to maturity in excess of five years. Additionally, the City Council may grant express authority to exceed this term for this or other individual investments.

1. **Mitigating Credit Risk in the Portfolio.** Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:
  - The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
  - No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
  - The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
  - If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:

- Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.
  - If a decision is made to retain the security, the situation will be monitored and reported to the City Council.
2. **Mitigating Market Risk in the Portfolio.** Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

No more than 5% of the portfolio may be invested in any one issuer, excluding Treasuries and Federal Agency issuers, California LGIPs such as Local Agency Investment Fund (LAIF), CAMP, CalTRUST, San Mateo County Treasurer's Pool, and FDIC Insured/ Collateralized investments. Investments into the State of California Local Investment Fund and the San Mateo County Investment Pool meet our diversification requirements.

The City will diversify its investments by security type, maturity, and institution in order to reduce market and credit risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. Diversification strategies shall be established by the Treasurer and will be determined based on our investment objectives of Safety, Liquidity, and Return. There is no minimum Portfolio percentage and/or dollar limit for diversification. The maximum Portfolio percentage and/or dollar limits for diversification are indicated in Section VI, Authorized and Suitable Investments.

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City's portfolio in Government National Mortgage Association securities which, at the time of investment, have terms remaining to maturity in excess of five years. Additionally, the City Council may grant express authority to exceed this term for this or other individual investments.

## **XI. PERFORMANCE EVALUATION**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

## **XII. INVESTMENT REPORTING**

The City Treasurer will make quarterly reports to the City Council within 45 days after the end of quarter. The reports will include the following informational items:

- A listing of all securities, investments, and moneys held by the City, showing the type of investment, issuer, date of maturity, rate of interest earned over the quarter, par, and dollar amount invested.
- A description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs.
- With respect to all securities held by the City, and under management of any outside party that is not also a local agency of the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.
- The transaction details of any transactions in the City's portfolio, including reinvestments, purchases, and sales of securities.
- A statement that the portfolio conforms to this Statement of Investment Policy or the manner in which the portfolio is not in compliance.
- A statement of the City's ability to meet its cash pool expenditure requirements for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

### **XIII. AUTHORITY TO INVEST MONIES**

Pursuant to Government Code § 53600 et. Seq., with the annual adoption of this Statement of Investment Policy, the City Council hereby delegates the authority to invest or reinvest funds of the City, and sell or exchange securities so purchased, to the City Treasurer for a one-year period, who will thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, in accordance with this Statement of Investment Policy.

### **XIV. ADOPTION**

The investment policy shall be adopted by resolution of the City Council of the City of Daly City. The policy shall be reviewed at a public meeting on an annual basis by the City Council and any modifications to the policy must be approved by the City Council.

## **XV. GLOSSARY OF INVESTMENT TERMS**

**AGENCIES.** Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

**FFCB.** The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

**FHLB.** The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

**FHLMC.** Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds and mortgage pass-through securities.

**FNMA.** Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds and mortgage pass-through securities.

**GNMA.** The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

**PEFCO.** The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

**TVA.** The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

**ASSET BACKED SECURITIES.** Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

**AVERAGE LIFE.** In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

**BANKER’S ACCEPTANCE.** A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

**BENCHMARK.** A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

**BROKER.** A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from their own position.

**CALLABLE.** A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

**CERTIFICATE OF DEPOSIT (CD).** A time deposit with a specific maturity evidenced by a certificate.

**CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS).** A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. Intrafi is an entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

**COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

**COLLATERALIZED BANK DEPOSIT.** A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COLLATERALIZED MORTGAGE OBLIGATIONS (CMO).** Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

**COLLATERALIZED TIME DEPOSIT.** Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

**COMMERCIAL PAPER.** The short-term unsecured debt of corporations.

**COUPON.** The rate of return at which interest is paid on a bond.

**CREDIT RISK.** The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

**DEALER.** A dealer acts as a principal in security transactions, selling securities from and buying securities for their own position.

**DELIVERY VS. PAYMENT (DVP).** A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

**DISCOUNT.** The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

**DIVERSIFICATION.** Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

**DURATION.** The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC).** The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

**FEDERALLY INSURED TIME DEPOSIT.** A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

**FIDUCIARY.** A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the other's best interests.

**LEVERAGE.** Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

**LIQUIDITY.** The speed and ease with which an asset can be converted to cash.

**LOCAL AGENCY INVESTMENT FUND (LAIF).** A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

**LOCAL GOVERNMENT INVESTMENT POOL.** Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These

funds are not subject to the same SEC rules applicable to money market mutual funds.

**MAKE WHOLE CALL.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**MARGIN.** The difference between the market value of a security and the loan a broker makes using that security as collateral.

**MARKET RISK.** The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

**MARKET VALUE.** The price at which a security can be traded.

**MATURITY.** The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

**MEDIUM TERM NOTES.** Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

**MODIFIED DURATION.** The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

**MONEY MARKET.** The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

**MONEY MARKET MUTUAL FUND.** A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

**MORTGAGE PASS-THROUGH SECURITIES.** A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

**MUNICIPAL SECURITIES.** Securities issued by state and local agencies to finance capital and operating expenses.

**MUTUAL FUND.** An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

**NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO).** A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

**NEGOTIABLE CERTIFICATE OF DEPOSIT (CD).** A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market.

**PAYDOWN.** A reduction in the principal amount owed on a bond, loan, or other debt.

**PRIMARY DEALER.** A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities

market.

**PRUDENT INVESTOR (PRUDENT PERSON) RULE.** A standard of responsibility which applies to fiduciaries. In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes.”

**REPURCHASE AGREEMENT.** Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller’s point of view, the same transaction is a reverse repurchase agreement.

**SAFEKEEPING.** A service to bank customers whereby securities are held by the bank in the customer’s name.

**SECURITIES AND EXCHANGE COMMISSION (SEC).** The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

**SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c3-1.** An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

**STRUCTURED NOTE.** A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

**SUPRANATIONAL.** A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

**TOTAL RATE OF RETURN.** A measure of a portfolio’s performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

**U.S. TREASURY OBLIGATIONS.** Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

**TREASURY BILLS.** All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues “cash management” bills as needed to smooth out cash flows.

**TREASURY NOTES.** All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

**TREASURY BONDS.** All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

**YIELD TO MATURITY.** The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.



# City Council Agenda Report

Item # \_\_\_\_\_

Meeting Date: January 26, 2026

**Subject: Set Time and Place to Consider Adoption of an Entertainment Zone Ordinance Pursuant to SB 969**

## **Recommendation**

Staff recommends that the City Council set the time and place for consideration of an ordinance to establish an Entertainment Zone program consistent with Senate Bill 969. Staff propose February 9, 2026, as the date for this item to be returned for Council consideration.

## **Background**

SB 969, which took effect on January 1, 2025, provides cities with the authority to allow controlled outdoor alcohol consumption within designated public areas during specific events, subject to the adoption of a local ordinance. This new state law is intended to support community-based events and economic activity while ensuring public safety and regulatory compliance.

To exercise this authority, a local ordinance must be adopted. Setting time and place for consideration is a procedural requirement and does not establish or activate any Entertainment Zone.

## **Fiscal Impact**

None is associated with this action.

## **Conclusion:**

Staff recommends setting February 9, 2026 as the date to consider first reading adoption of the proposed ordinance.

Respectfully submitted,

Maybelle Manio  
Economic Development Specialist

Timothy J. Nevin  
Assistant City Manager

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DALY CITY  
COMMENDING TATUM MOTHERSHEAD ON THE OCCASION OF HER RETIREMENT

WHEREAS, Tatum Mothershead began her career with the City on October 4, 1999, serving as an Assistant Planner in the Department of Economic & Community Development; and

WHEREAS, on April 2, 2001, Tatum Mothershead was promoted to Associate Planner, providing technical planning support and assistance to the Planning Division; and

WHEREAS, Tatum Mothershead served in a temporary appointment as Senior Planner beginning July 19, 2002, before being officially promoted to Senior Planner on July 21, 2003, assuming increased responsibilities related to planning review and project coordination; and

WHEREAS, on April 21, 2008, Tatum Mothershead was promoted to Planning Manager, where she oversaw assigned planning functions, supervised staff, and managed administrative responsibilities in accordance with City policies and procedures; and

WHEREAS, Tatum Mothershead served in a Temporary Appointment as Director of Economic & Community Development beginning October 21, 2013, and was promoted to Director of Economic & Community Development effective January 1, 2016, overseeing departmental operations and programs; and

WHEREAS, during her employment with the City, Tatum Mothershead participated in professional development opportunities, including completion of the 2007 Leadership Academy, the 2013 Succession Academy, and the 2024 Public Sector Leadership Academy, which provided training in organizational processes and management fundamentals; and

WHEREAS, over the course of more than two decades of service, Tatum Mothershead maintained ongoing service within the Department of Economic & Community Development and applied her knowledge in carrying out departmental responsibilities; and

WHEREAS, throughout her tenure, Tatum Mothershead carried out her assigned duties and responsibilities and contributed to the ongoing operations and functions of the City;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Daly City, that it does hereby commend Director of Economic & Community Development Tatum Mothershead on the occasion of her retirement and acknowledge her years of service and dedication as a City employee.

BE IT FURTHER RESOLVED, that the City Council of the City of Daly City extends its best wishes to Tatum Mothershead upon her retirement and thanks her for her service to the organization.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council of Daly City, California, at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: \_\_\_\_\_

NOES, Councilmembers: \_\_\_\_\_

ABSENT, Councilmembers: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

\_\_\_\_\_  
MAYOR OF THE CITY OF DALY CITY

CITY OF DALY CITY  
CHECK REGISTERS  
FOR THE MONTH OF DEC 2025

12/05/2025  
CHECKS ISSUED - #502827 TO #502827  
CANCELLED CHECK - #502827  
VOID CHECK - NONE

12/10/2025  
CHASE CREDIT CARD - N/A – Electronic Payment

12/12/2025  
CHECKS ISSUED - #502828 TO #503194  
CANCELLED CHECK - NONE  
VOID CHECK - NONE

12/22/2025  
CHECKS ISSUED - #503195 TO #503441  
CANCELLED CHECK - NONE  
VOID CHECK - NONE

AUDITED  FINANCE DIRECTOR

APPROVED \_\_\_\_\_ CITY MANAGER

APPROVED \_\_\_\_\_ MAYOR

APPROVED \_\_\_\_\_ VICE MAYOR

ACCOUNTS PAYABLE CHECK RUN SUMMARY  
 FISCAL YEAR 2025-2026

	MONTH	TOTAL
2025	July	\$ 15,869,193.61
	August	7,883,983.08
	September	9,588,977.55
	October	13,531,502.31
	November	11,364,720.60
	December	11,223,835.70
2026	January	
	February	
	March	
	April	
	May	
	June	
	<b>TOTAL</b>	<b>\$ 69,462,212.85</b>

DEC 2025 BREAK DOWN OF EXPENSES BY FUND

Fund	Total for Month	Total for Year	% of Total
General Fund	\$ 5,519,647.81	\$ 31,246,214.92	45.0%
Gas Tax Fund	274,554.91	5,696,638.80	8.2%
Utility/Enterprise Funds	5,429,632.98	32,519,359.13	46.8%
<b>Total:</b>	<b>\$ 11,223,835.70</b>	<b>\$ 69,462,212.85</b>	<b>100.0%</b>

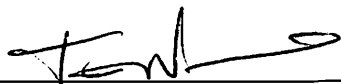
CITY OF DALY CITY  
CHECK REGISTERS  
FOR THE MONTH OF DEC 2025

12/05/2025  
CHECKS ISSUED - #502827 TO #502827  
CANCELLED CHECK - #502827  
VOID CHECK - NONE

12/10/2025  
CHASE CREDIT CARD - N/A – Electronic Payment

12/12/2025  
CHECKS ISSUED - #502828 TO #503194  
CANCELLED CHECK - NONE  
VOID CHECK - NONE

12/22/2025  
CHECKS ISSUED - #503195 TO #503441  
CANCELLED CHECK - NONE  
VOID CHECK - NONE

AUDITED  FINANCE DIRECTOR

APPROVED \_\_\_\_\_ CITY MANAGER

APPROVED \_\_\_\_\_ MAYOR

APPROVED \_\_\_\_\_ VICE MAYOR

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AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
<del>502827</del>	<del>12/05/2025</del>	<del>PRINTED</del>	<del>103576 BIGBODY COLLECTIVE LLC</del>	32,500.00			
		1 CHECKS	CASH ACCOUNT TOTAL	32,500.00	.00		

CANCELED CHECK:  
502827 12/05/2025

103576	BIG BODY COLLECTIVE LLC	32,500.00			
		0.00			

AP CHECK RECONCILIATION REGISTER

	UNCLEARED	CLEARED
1 CHECKS		
FINAL TOTAL	32,500.00	.00

\*\* END OF REPORT - Generated by Lily Sun \*\*

City of Daly City, CA



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncl|eared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1006	12/10/2025	WIRE	101113 JP MORGAN CHASE BANK NA	77,805.93			
			1 CHECKS				
			CASH ACCOUNT TOTAL	77,805.93			
					.00		

AP CHECK RECONCILIATION REGISTER

	UNCLEARED	CLEARED
1 CHECKS	77,805.93	.00
FINAL TOTAL	77,805.93	.00

\*\* END OF REPORT - Generated by Lily Sun \*\*

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
502828	12/12/2025	PRINTED	101172 ABM BUILDING SOLUTIONS SA	36,715.00			
502829	12/12/2025	PRINTED	101816 ACC BUSINESS	3,856.80			
502830	12/12/2025	PRINTED	101341 ACTION TOWING	1,599.75			
502831	12/12/2025	PRINTED	100169 ADAMSON POLICE PRODUCTS	1,582.22			
502832	12/12/2025	PRINTED	101817 ADVANCED INTEGRATED PEST	585.00			
502833	12/12/2025	PRINTED	100332 AFSCME DISTRICT COUNCIL 5	5,180.74			
502834	12/12/2025	PRINTED	103111 AGRIGATOR INC	3,150.00			
502835	12/12/2025	PRINTED	101090 ALAMEDA COUNTY SHERIFF'S	2,018.00			
502836	12/12/2025	PRINTED	103763 ALAN SHIN SWEE CHO & OLIV	1,852.83			
502837	12/12/2025	PRINTED	100049 ALBERTSONS SAFEWAY	1,809.57			
502838	12/12/2025	PRINTED	100309 ALERT PEST CONTROL COMPAN	5,503.00			
502839	12/12/2025	PRINTED	101146 ALL CITY MANAGEMENT SERVI	13,834.47			
502840	12/12/2025	PRINTED	100839 ALL STAR GLASS	560.13			
502841	12/12/2025	PRINTED	103755 ALLEN P CARDOZA	700.00			
502842	12/12/2025	PRINTED	100220 ALLIANT INSURANCE SERVICE	15,286.00			
502843	12/12/2025	PRINTED	100772 ALPHA ANALYTICAL LABORATO	7,335.25			
502844	12/12/2025	PRINTED	101732 AMAZON CAPITAL SERVICES I	9,691.13			
502845	12/12/2025	PRINTED	100811 AMERICAN MESSAGING	34.32			
502846	12/12/2025	PRINTED	100571 AMERICAN TEXTILE & SUPPLY	294.63			
502847	12/12/2025	PRINTED	103694 AMJAD M ALBARTY	40.00			
502848	12/12/2025	PRINTED	103747 ANGY HERNANDEZ	170.00			
502849	12/12/2025	PRINTED	100521 ANIXTER INC	995.52			
502850	12/12/2025	PRINTED	103782 ANTEA GROUP	2,000.00			
502851	12/12/2025	PRINTED	103738 ANTHONY CABEZZAS	400.00			
502852	12/12/2025	PRINTED	103306 APEX POWER ELECTRICAL SUP	10,898.54			
502853	12/12/2025	PRINTED	103781 ASHLEY ACEITUNO	500.00			
502854	12/12/2025	PRINTED	103416 ASSOCIATED RIGHT OF WAY S	15,000.00			
502855	12/12/2025	PRINTED	100016 AT&T	244.62			
502856	12/12/2025	PRINTED	100672 AT&T	363.43			
502857	12/12/2025	PRINTED	100976 AT&T	295.00			
502858	12/12/2025	PRINTED	102300 AT&T	14,427.73			
502859	12/12/2025	PRINTED	102913 AT&T	147.95			
502860	12/12/2025	PRINTED	102913 AT&T	147.95			
502861	12/12/2025	PRINTED	100193 AT&T MOBILITY	123.11			
502862	12/12/2025	PRINTED	100193 AT&T MOBILITY	902.82			
502863	12/12/2025	PRINTED	100193 AT&T MOBILITY	112.03			
502864	12/12/2025	PRINTED	100193 AT&T MOBILITY	847.83			
502865	12/12/2025	PRINTED	100193 AT&T MOBILITY	1,448.64			
502866	12/12/2025	PRINTED	100193 AT&T MOBILITY	163.08			
502867	12/12/2025	PRINTED	100193 AT&T MOBILITY	2,213.20			
502868	12/12/2025	PRINTED	100193 AT&T MOBILITY	5,913.40			
502869	12/12/2025	PRINTED	100193 AT&T MOBILITY	1,609.60			
502870	12/12/2025	PRINTED	100193 AT&T MOBILITY	1,448.64			
502871	12/12/2025	PRINTED	100957 ATLAS COPCO COMPRESSORS L	1,599.26			
502872	12/12/2025	PRINTED	102572 ATLAS PLUMBING AND ROOTER	2,000.00			
502873	12/12/2025	PRINTED	100034 BAKER & TAYLOR COMPANY IN	3,895.24			
502874	12/12/2025	PRINTED	100101 BARKER BLUE DIGITAL IMAGI	55.00			
502875	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	617.00			
502876	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	44,000.00			
502877	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	570.00			
502878	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	621.00			
502879	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	618.00			



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT : 99900000 10001

FOR : UnCleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
502880	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	619.00			
502881	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	617.00			
502882	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	630.00			
502883	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	571.00			
502884	12/12/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	620.00			
502885	12/12/2025	PRINTED	100054 BAY AREA WATER SUPPLY & C	225.00			
502886	12/12/2025	PRINTED	103599 BAYSIDE COLLISION AND REP	1,956.30			
502887	12/12/2025	PRINTED	102138 BELKORP AG LLC	217.03			
502888	12/12/2025	PRINTED	100807 BIT OF CALIFORNIA INC	3,481.64			
502889	12/12/2025	PRINTED	100404 BIRITE FOODSERVICE DISTRI	8,239.45			
502890	12/12/2025	PRINTED	100430 BKF ENGINEERS	3,688.00			
502891	12/12/2025	PRINTED	101707 BLUE FLAMINGO MARKETING	1,094.80			
502892	12/12/2025	PRINTED	103005 BLUE POND SIGNS	7,247.38			
502893	12/12/2025	PRINTED	100723 BLUE WATER TOWING & AUTO	60.00			
502894	12/12/2025	PRINTED	102213 BMW MOTORCYCLES OF SAN FR	721.16			
502895	12/12/2025	PRINTED	103780 BOCCI REALTY	500.00			
502896	12/12/2025	PRINTED	101642 BRADY AIR SERVICE INC	11,990.00			
502897	12/12/2025	PRINTED	100132 BROADMOOR LANDSCAPE SUPPL	721.85			
502898	12/12/2025	PRINTED	100164 BSN SPORTS LLC	2,067.73			
502899	12/12/2025	PRINTED	100606 BUCHANAN AUTO ELECTRIC IN	2,465.95			
502900	12/12/2025	PRINTED	101088 BMWVT MOTORS INC	5,328.48			
502901	12/12/2025	PRINTED	100381 C.L.E.A.	2,400.00			
502902	12/12/2025	PRINTED	100691 CAGWIN & DORWARD	396.00			
502903	12/12/2025	PRINTED	100764 CALCON SYSTEMS INC	52,934.74			
502904	12/12/2025	PRINTED	100566 CALIFORNIA ASSOCIATION OF	19,675.00			
502905	12/12/2025	PRINTED	100051 CALIFORNIA MUNICIPAL REVE	150.00			
502906	12/12/2025	PRINTED	100015 WESTLAKE EGO SOFT-TOUCH	1,085.63			
502907	12/12/2025	PRINTED	100378 CARL WARREN & COMPANY INC	937.30			
502908	12/12/2025	PRINTED	103346 CASHIER, DEPARTMENT OF PE	140.00			
502909	12/12/2025	PRINTED	100592 CDW GOVERNMENT INC	2,930.57			
502910	12/12/2025	PRINTED	102115 CELHIRE USA LLC	15,233.40			
502911	12/12/2025	PRINTED	100519 CENTER POINT LARGE PRINT	48.00			
502912	12/12/2025	PRINTED	100629 CENTRSYS CORPORATION	7,679.10			
502913	12/12/2025	PRINTED	100137 CG APPLIANCE INCORPORATED	13,975.99			
502914	12/12/2025	PRINTED	103570 CHIARI LAW PC	12,274.80			
502915	12/12/2025	PRINTED	103769 CHIU MING LEE OR WAI LING	578.34			
502916	12/12/2025	PRINTED	103250 CHRISTIAN MICULOB	1,600.00			
502917	12/12/2025	PRINTED	103741 CHRISTOPHER DUARTE	300.00			
502918	12/12/2025	PRINTED	103740 CIELO MANALON	500.00			
502919	12/12/2025	PRINTED	102025 CINTAS CORPORATE SERVICES	4,431.22			
502920	12/12/2025	PRINTED	101213 CINTAS CORPORATION	1,070.24			
502921	12/12/2025	PRINTED	100141 CINTAS CORPORATION #464	5,882.66			
502922	12/12/2025	PRINTED	100721 CITY AUTO SUPPLY	2,858.61			
502923	12/12/2025	PRINTED	101653 CITY CONSULTANTS & RESEAR	50.00			
502924	12/12/2025	PRINTED	100180 CITY OF HALF MOON BAY	130.00			
502925	12/12/2025	PRINTED	100586 CITY OF PACIFICA	31,029.92			
502926	12/12/2025	PRINTED	101736 CLAREMONT BEHAVIORAL SERV	1,384.50			
502927	12/12/2025	PRINTED	103434 CLAYTON HOLSTINE	9,200.00			
502928	12/12/2025	PRINTED	100390 CLEARLITE TROPHIES	43.95			
502929	12/12/2025	PRINTED	101912 CLEITUS JONES	2,880.00			
502930	12/12/2025	PRINTED	100362 COKER PUMP AND EQUIPMENT	4,565.44			
502931	12/12/2025	PRINTED	100898 COLMA FIREMEN'S SOCIAL CL	180.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
502932	12/12/2025	PRINTED	100550 COLMA POLICE DEPARTMENT	1,200.00			
502933	12/12/2025	PRINTED	101040 COMCAST	89.52			
502934	12/12/2025	PRINTED	101863 COMCAST	215.79			
502935	12/12/2025	PRINTED	102168 COMCAST	226.34			
502936	12/12/2025	PRINTED	103461 COMMUNITY STRONG STRATEGI	8,166.00			
502937	12/12/2025	PRINTED	100278 COMPLETE LINEN SERVICES I	309.50			
502938	12/12/2025	PRINTED	100121 CONTRACTORS ELECTRICAL DI	411.33			
502939	12/12/2025	PRINTED	100582 COTTON SHIRES AND ASSOCIA	27,713.60			
502940	12/12/2025	PRINTED	100902 CRIME SCENE CLEANERS INC	650.00			
502941	12/12/2025	PRINTED	103693 CRUZ ENGEL PREZ	40.00			
502942	12/12/2025	PRINTED	101089 CRYSTAL CREAMERY	1,180.97			
502943	12/12/2025	PRINTED	100594 CSG CONSULTANTS INC	7,922.50			
502944	12/12/2025	PRINTED	101355 PROPRINT	3,365.71			
502945	12/12/2025	PRINTED	100422 CWEA	129.00			
502946	12/12/2025	PRINTED	100072 DAILY JOURNAL CORPORATION	967.00			
502947	12/12/2025	PRINTED	100078 DALY CITY FIREFIGHTERS UN	9,084.16			
502948	12/12/2025	PRINTED	100238 DALY CITY POLICE OFFICERS	8,000.00			
502949	12/12/2025	PRINTED	100238 DALY CITY POLICE OFFICERS	400.00			
502950	12/12/2025	PRINTED	100635 DALY CITY POLICE OFFICERS	959.20			
502951	12/12/2025	PRINTED	100070 DALY CITY TOOL MART	98.85			
502952	12/12/2025	PRINTED	103753 DEBORAH E SCHECHTER	3,561.25			
502953	12/12/2025	PRINTED	103761 DELA CRUZSOE TRUST	1,606.50			
502954	12/12/2025	PRINTED	100755 DEPARTMENT OF MOTOR VEHIC	27.00			
502955	12/12/2025	PRINTED	100437 DEWEY PEST CONTROL INC	3,258.00			
502956	12/12/2025	PRINTED	101880 DORMAN ASSOCIATES INC	49,819.37			
502957	12/12/2025	PRINTED	102329 DOWNEY BRAND ATTORNEYS LL	16,264.00			
502958	12/12/2025	PRINTED	102686 DRYCO CONSTRUCTION INC	19,385.60			
502959	12/12/2025	PRINTED	100008 DUNN EDWARDS CORPORATION	78.90			
502960	12/12/2025	PRINTED	101082 EAST BAY TIRE CO	1,372.58			
502961	12/12/2025	PRINTED	101750 EME ENTERPRISE INC	389.99			
502962	12/12/2025	PRINTED	100145 ENVIRONMENTAL RESOURCE AS	939.93			
502963	12/12/2025	PRINTED	100004 EQUIFAX INFORMATION SVCS	50.00			
502964	12/12/2025	PRINTED	101777 ESO SOLUTIONS INC	667.58			
502965	12/12/2025	PRINTED	100829 EXARO TECHNOLOGIES CORPO	2,638.00			
502966	12/12/2025	PRINTED	100735 FASTENAL COMPANY	1,936.38			
502967	12/12/2025	PRINTED	103779 FIVE STAR PLUMBING & ROOT	2,000.00			
502968	12/12/2025	PRINTED	100269 FOLGER GRAPHICS	138.48			
502969	12/12/2025	PRINTED	103286 FRANCHISE TAX BOARD	36.87			
502970	12/12/2025	PRINTED	101959 FREYER & LAURETA INC	15,152.50			
502971	12/12/2025	PRINTED	101708 GARY K WARD	1,800.00			
502972	12/12/2025	PRINTED	101709 GAVIN'S PAINTING	11,350.16			
502973	12/12/2025	PRINTED	101085 GCS ENVIRONMENTAL EQUIPME	423.71			
502974	12/12/2025	PRINTED	100065 GRAINGER INC	17,850.77			
502975	12/12/2025	PRINTED	100767 GRAND INDUSTRIES INC	25,750.00			
502976	12/12/2025	PRINTED	101747 GRANICUS LLC	10,930.47			
502977	12/12/2025	PRINTED	100608 GRAPHTECH GRAPHICS	1,273.54			
502978	12/12/2025	PRINTED	102023 GREEN HALO SYSTEMS INC	804.00			
502979	12/12/2025	PRINTED	100472 GREG'S TRUCKING SERVICE I	7,773.96			
502980	12/12/2025	PRINTED	102364 GREGORY KRAUSS	235.98			
502981	12/12/2025	PRINTED	100632 GRM	791.01			
502982	12/12/2025	PRINTED	101941 GSW CONSTRUCTION INC	57,396.36			
502983	12/12/2025	PRINTED	100089 HACH COMPANY	7,579.03			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
502984	12/12/2025	PRINTED	101605 HAZEN AND SAWYER	10,977.50			
502985	12/12/2025	PRINTED	100490 HERC RENTALS INC	4,031.62			
502986	12/12/2025	PRINTED	100361 HF&H CONSULTANTS LLC	830.00			
502987	12/12/2025	PRINTED	100230 HI TECH EVS INC	1,842.84			
502988	12/12/2025	PRINTED	100345 HOME DEPOT CREDIT SERVICE	17,981.14			
502989	12/12/2025	PRINTED	101695 HONEY BUCKET	9,804.12			
502990	12/12/2025	PRINTED	101063 HONEYWELL ANALYTICS INC	1,518.00			
502991	12/12/2025	PRINTED	102909 THE HUB COMMUNITY CORPORA	95.61			
502992	12/12/2025	PRINTED	100893 HUNTINGTON COURT REPORTER	102.38			
502993	12/12/2025	PRINTED	103303 HURLEY DIESEL AND POWER L	11,876.37			
502994	12/12/2025	PRINTED	103778 IMBIMBO CONCRETE INC	500.00			
502995	12/12/2025	PRINTED	103248 INGRAM LIBRARY SERVICES L	8,015.14			
502996	12/12/2025	PRINTED	101246 INTEGRATED COMMUNICATION	948.00			
502997	12/12/2025	PRINTED	103220 INTERMOUNTAIN INFRASTRUCT	110,667.70			
502998	12/12/2025	PRINTED	100083 INTERNATIONAL INSTITUTE O	370.00			
502999	12/12/2025	PRINTED	100325 INTERSTATE BATTERY SYSTEM	950.47			
503000	12/12/2025	PRINTED	103752 INTERSTATE GROUP LLC	11,311.96			
503001	12/12/2025	PRINTED	101806 INVOICE CLOUD INC	100.00			
503002	12/12/2025	PRINTED	103757 IRMA GOMEZ-GIANNINI	1,735.02			
503003	12/12/2025	PRINTED	100508 JACOBS ASSOCIATES	123,259.85			
503004	12/12/2025	PRINTED	100545 JAM SERVICES INC	2,867.74			
503005	12/12/2025	PRINTED	100579 JAMES FORD INC	9,760.62			
503006	12/12/2025	PRINTED	103759 JAYE VAN KIRK	7,989.66			
503007	12/12/2025	PRINTED	103090 JEANNETTE M PERALTA	2,320.00			
503008	12/12/2025	PRINTED	102394 JEFFREY OBLANCA	170.00			
503009	12/12/2025	PRINTED	103764 JERALDINE WARD	1,156.68			
503010	12/12/2025	PRINTED	103730 JESSE DIAZ	1,460.04			
503011	12/12/2025	PRINTED	103756 JIN ZHAO YU	942.48			
503012	12/12/2025	PRINTED	102609 JOHN KLATT	83.90			
503013	12/12/2025	PRINTED	102609 JOHN KLATT	475.47			
503014	12/12/2025	PRINTED	103088 JOHN PAUL GAUER	1,600.00			
503015	12/12/2025	PRINTED	103742 JORGE GARCIA	400.00			
503016	12/12/2025	PRINTED	100265 JWC ENVIRONMENTAL INC	10,350.72			
503017	12/12/2025	PRINTED	100473 KAPCO	948.00			
503018	12/12/2025	PRINTED	101749 KELLY SPICERS FACILITIES	2,849.94			
503019	12/12/2025	PRINTED	100461 KELLY SPICERS STORES	1,309.16			
503020	12/12/2025	PRINTED	103758 KENNEDY GERALD TRUST	7,132.86			
503021	12/12/2025	PRINTED	100835 KIMBALL MIDWEST	1,510.76			
503022	12/12/2025	PRINTED	100427 KIMLEY HORN & ASSOCIATES	1,571.61			
503023	12/12/2025	PRINTED	100752 KONECRANES INC	2,058.00			
503024	12/12/2025	PRINTED	103777 KYAW MYAT	500.00			
503025	12/12/2025	PRINTED	100017 L N CURTIS AND SONS	3,934.36			
503026	12/12/2025	PRINTED	102158 LAKEVIEW BOOKS	957.11			
503027	12/12/2025	PRINTED	100304 LANGUAGE LINE SERVICES	1,921.36			
503028	12/12/2025	PRINTED	103765 LARMIE YUMUL	599.76			
503029	12/12/2025	PRINTED	103085 LAZ KARP ASSOCIATES LLC	5,977.00			
503030	12/12/2025	PRINTED	100684 LEGACY MECHANICAL & ENERG	7,593.41			
503031	12/12/2025	PRINTED	100598 LEGAL SHIELD	583.20			
503032	12/12/2025	PRINTED	100971 LEHR	73,450.38			
503033	12/12/2025	PRINTED	102416 LEILANI RAMOS	35.92			
503034	12/12/2025	PRINTED	100784 LEXIPOL LLC	13,855.23			
503035	12/12/2025	PRINTED	100769 LEXISNEXIS RISK DATA MANA	510.00			

# City of Daly City, CA



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503036	12/12/2025	PRINTED	102328 LIEBERT CASSIDY WHITMORE	8,189.00			
503037	12/12/2025	PRINTED	100350 LINDE GAS & EQUIPMENT INC	149.56			
503038	12/12/2025	PRINTED	100604 LORAL LANDSCAPING	23,553.00			
503039	12/12/2025	PRINTED	101159 LOU'S GLOVES INC	396.00			
503040	12/12/2025	PRINTED	103304 LOUIS LANGT	340.40			
503041	12/12/2025	PRINTED	102190 LUBE SQUAD OF SFO LLC	803.43			
503042	12/12/2025	PRINTED	103556 MAID CITY CLEANING SERVIC	18,300.00			
503043	12/12/2025	PRINTED	103739 MAID CITY CLEANING SERVIC	18,750.00			
503044	12/12/2025	PRINTED	103155 MARIA NAVOS-CHUA	1,200.00			
503045	12/12/2025	PRINTED	101409 MATTHEW MCNICHOL	4,938.61			
503046	12/12/2025	PRINTED	103766 MAVERICK NETWORKS INC	1,435.14			
503047	12/12/2025	PRINTED	100503 MAYELA NAVARRO	17,369.48			
503048	12/12/2025	PRINTED	101203 METRO MOBILE COMMUNICATIO	19,987.25			
503049	12/12/2025	PRINTED	100480 MICHAEL BAKER INTERNATION	1,090.01			
503050	12/12/2025	PRINTED	100542 MIDWEST TAPE INC	7,318.52			
503051	12/12/2025	PRINTED	103750 MIKE BROWN ELECTRIC	5,500.00			
503052	12/12/2025	PRINTED	102098 MIKI GORDON-COACHING	1,600.00			
503053	12/12/2025	PRINTED	100329 MK PRIVATE INVESTIGATION	1,194.98			
503054	12/12/2025	PRINTED	101303 MUNICIPAL MAINTENANCE EQU	1,483.23			
503055	12/12/2025	PRINTED	102210 MUNIQUIP LLC	328.48			
503056	12/12/2025	PRINTED	100213 NAPA AUTO PARTS	849.00			
503057	12/12/2025	PRINTED	101160 NATIONAL SAFETY COUNCIL	2,274.09			
503058	12/12/2025	PRINTED	101276 NGLIC	2,836.25			
503059	12/12/2025	PRINTED	101115 NICHOLS CONSULTING ENGINE	390.00			
503060	12/12/2025	PRINTED	100060 NORA NAPIER	610.00			
503061	12/12/2025	PRINTED	100539 NORLAB INC	855.23			
503062	12/12/2025	PRINTED	101441 NORTHERN SAFETY CO INC	354.94			
503063	12/12/2025	PRINTED	101864 OCEAN TREASURES SERVICING	1,134.23			
503064	12/12/2025	PRINTED	101865 ODP BUSINESS SOLUTIONS LL	44.13			
503065	12/12/2025	PRINTED	101866 ODP BUSINESS SOLUTIONS LL	2,800.11			
503066	12/12/2025	PRINTED	102165 ODP BUSINESS SOLUTIONS LL	1,849.31			
503067	12/12/2025	PRINTED	101757 OPERATIONAL TECHNICAL SER	12,709.92			
503068	12/12/2025	PRINTED	100698 ORLANDI TRAILER INC	1,273.74			
503069	12/12/2025	PRINTED	102899 ORLANDO AGUON	455.00			
503070	12/12/2025	PRINTED	100914 OWEN EQUIPMENT SALES	1,007.46			
503071	12/12/2025	PRINTED	100913 PACE SUPPLY CORP	355.11			
503072	12/12/2025	PRINTED	100678 PACIFIC FIRE SAFE FIRE EX	568.06			
503073	12/12/2025	PRINTED	100033 PACIFIC GAS & ELECTRIC	3,000.00			
503074	12/12/2025	PRINTED	100033 PACIFIC GAS & ELECTRIC	130,543.26			
503075	12/12/2025	PRINTED	102958 PACIFIC OFFICE AUTOMATION	10.03			
503076	12/12/2025	PRINTED	100601 PACIFIC PRODUCE INC	3,176.90			
503077	12/12/2025	PRINTED	101832 PARTS AUTHORITY LLC	2,647.46			
503078	12/12/2025	PRINTED	103768 PAUL & MAGGIE KO	1,488.69			
503079	12/12/2025	PRINTED	100439 PELCO SALES & SERVICE INC	662.50			
503080	12/12/2025	PRINTED	100130 PENNSYLVANIA LIBRARY SYSTEM	1,314.55			
503081	12/12/2025	PRINTED	102267 PERMANENTE MEDICAL GROUP	400.00			
503082	12/12/2025	PRINTED	100413 PERS LONG TERM CARE PROGR	218.41			
503083	12/12/2025	PRINTED	100062 PETERSON	236.56			
503084	12/12/2025	PRINTED	101034 PETERSON TRUCKS INC	2,166.27			
503085	12/12/2025	PRINTED	101376 PHILIP CHUNYU POON	2,945.25			
503086	12/12/2025	PRINTED	101406 PIAN SYSTEMS LLC	7,430.52			
503087	12/12/2025	PRINTED	103744 PINNACLE SCHOOLS	22,500.00			

# City of Daly City, CA



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503088	12/12/2025	PRINTED	101899 PLANTE & MORAN PLLC	16,000.00			
503089	12/12/2025	PRINTED	103751 PLASTI-PRINT INC	72,224.74			
503090	12/12/2025	PRINTED	100737 POLYDYNE INC	72,062.48			
503091	12/12/2025	PRINTED	101380 PREFERRED ALLIANCE INC	601.83			
503092	12/12/2025	PRINTED	100158 PUBLIC AGENCY RISK	449.00			
503093	12/12/2025	PRINTED	101229 PURETEC INDUSTRIAL WATER	56.88			
503094	12/12/2025	PRINTED	101386 QUADIENT LEASING USA INC	1,938.77			
503095	12/12/2025	PRINTED	100570 R & S ERECTION NORTH PENI	1,413.45			
503096	12/12/2025	PRINTED	103749 RACHEL VICTORIA LUCERO	300.00			
503097	12/12/2025	PRINTED	102306 RAVNTECH CORPORATION	3,372.07			
503098	12/12/2025	PRINTED	102166 RDA CONSULTING	10,540.00			
503099	12/12/2025	PRINTED	100320 REEVES COMPANY INC	39.90			
503100	12/12/2025	PRINTED	103748 RENATO V CANLAS JR	1,569.29			
503101	12/12/2025	PRINTED	100030 REPUBLIC SERVICES OF NORT	1,475,964.75			
503102	12/12/2025	PRINTED	103760 RISHENG & RUIJIAO HE	1,424.43			
503103	12/12/2025	PRINTED	102221 RJMS CORPORATION	267.56			
503104	12/12/2025	PRINTED	103139 ROMEL 400 LLC	348.40			
503105	12/12/2025	PRINTED	100720 RON D MYERS	115,870.80			
503106	12/12/2025	PRINTED	102346 RUBEN GONZALEZ	149.00			
503107	12/12/2025	PRINTED	102280 RYAN GAVIN DUNNIGAN	650.00			
503108	12/12/2025	PRINTED	100479 S & S WORLDWIDE INC	219.13			
503109	12/12/2025	PRINTED	100013 SAFETY KLEEN SYSTEMS INC	869.65			
503110	12/12/2025	PRINTED	101232 SAN MATEO CART SERVICE	1,500.00			
503111	12/12/2025	PRINTED	103695 SAN MATEO COUNTY EM	171,714.00			
503112	12/12/2025	PRINTED	101833 SAN MATEO COUNTY FIREFIGH	10,395.00			
503113	12/12/2025	PRINTED	100057 SAN MATEO COUNTY SHERIFF'	32.00			
503114	12/12/2025	PRINTED	100057 SAN MATEO COUNTY SHERIFF'	32.00			
503115	12/12/2025	PRINTED	102935 SAN MATEO COUNTY SHERIFF	112.50			
503116	12/12/2025	PRINTED	100069 SAN MATEO COUNTY TRANSIT	46,066.57			
503117	12/12/2025	PRINTED	103767 SANDRA ARNOTT	1,488.69			
503118	12/12/2025	PRINTED	101995 SAP AMERICA INC	573.54			
503119	12/12/2025	PRINTED	101995 SAP AMERICA INC	573.54			
503120	12/12/2025	PRINTED	100020 SF - WATER	1,056,840.34			
503121	12/12/2025	PRINTED	101426 SF UNDERGROUND INC	5,740.00			
503122	12/12/2025	PRINTED	100968 SHAPE INC	17,930.82			
503123	12/12/2025	PRINTED	100500 SHOE DEPOT INC	311.96			
503124	12/12/2025	PRINTED	101291 SHRED WORKS INC	207.00			
503125	12/12/2025	PRINTED	100665 SMART & FINAL STORES LLC	965.48			
503126	12/12/2025	PRINTED	100749 SMELLY MELS PLUMBING INC	23,330.59			
503127	12/12/2025	PRINTED	100749 SMELLY MELS PLUMBING INC	2,000.00			
503128	12/12/2025	PRINTED	100435 ST FRANCIS ELECTRIC INC	5,175.75			
503129	12/12/2025	PRINTED	100240 STATE WATER RESOURCES CON	57,774.00			
503130	12/12/2025	PRINTED	100240 STATE WATER RESOURCES CON	3,630.00			
503131	12/12/2025	PRINTED	100240 STATE WATER RESOURCES CON	563.00			
503132	12/12/2025	PRINTED	100240 STATE WATER RESOURCES CON	96,993.60			
503133	12/12/2025	PRINTED	100240 STATE WATER RESOURCES CON	21,150.00			
503134	12/12/2025	PRINTED	100140 STATIONARY ENGINEERS LOCA	4,122.26			
503135	12/12/2025	PRINTED	100972 STEPFORD INC	34,578.46			
503136	12/12/2025	PRINTED	100014 STEWART CHEVROLET CADILLA	5,235.13			
503137	12/12/2025	PRINTED	103296 SUBROCLAIMS INC	6,500.15			
503138	12/12/2025	PRINTED	103296 SUBROCLAIMS INC	1,752.31			
503139	12/12/2025	PRINTED	103754 SUFANG SHEN	3,450.85			

# City of Daly City, CA



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503140	12/12/2025	PRINTED	101223 SWEET DELIGHT BAKERY	1,926.75			
503141	12/12/2025	PRINTED	100962 T MOBILE USA INC	1,615.00			
503142	12/12/2025	PRINTED	100982 T MOBILE USA INC	300.00			
503143	12/12/2025	PRINTED	100335 T SHIRT FEVER	6,362.34			
503144	12/12/2025	PRINTED	102045 TAPCO	8,321.14			
503145	12/12/2025	PRINTED	100114 TEAMSTERS LOCAL 856	3,861.00			
503146	12/12/2025	PRINTED	100305 TELECOMMUNICATIONS ENGINE	3,024.50			
503147	12/12/2025	PRINTED	100780 TELEPATH CORPORATION	700.00			
503148	12/12/2025	PRINTED	101245 TETRA TECH INC	31,933.52			
503149	12/12/2025	PRINTED	100053 THE ADAM HILL COMPANY	2,173.33			
503150	12/12/2025	PRINTED	101345 THE ECOHERO SHOW LLC	2,650.00			
503151	12/12/2025	PRINTED	103233 THE GUNSHOE GROUP	2,500.00			
503152	12/12/2025	PRINTED	103476 THE PROFESSIONAL TREE CAR	454,140.00			
503153	12/12/2025	PRINTED	100031 THOMSON REUTERS WEST	3,800.00			
503154	12/12/2025	PRINTED	100365 TODD JOHNSON	82,956.00			
503155	12/12/2025	PRINTED	100647 TOWNE FORD	156,380.28			
503156	12/12/2025	PRINTED	101254 TRIPEPI SMITH & ASSOCIATE	2,802.25			
503157	12/12/2025	PRINTED	103776 TURBO CONSTRUCTION	2,000.00			
503158	12/12/2025	PRINTED	100783 ULINE INC	182.61			
503159	12/12/2025	PRINTED	101822 UNDERGROUND REPUBLIC WATE	4,640.59			
503160	12/12/2025	PRINTED	100664 UNIVAR SOLUTIONS USA INC	49,823.86			
503161	12/12/2025	PRINTED	103006 US FOODS INC	4,552.56			
503162	12/12/2025	PRINTED	100787 USA BLUE BOOK	359.85			
503163	12/12/2025	PRINTED	103009 VALLEY OIL COMPANY	35,913.41			
503164	12/12/2025	PRINTED	103594 VERDANT COMMERCIAL CAPITA	474.66			
503165	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	39.05			
503166	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	39.05			
503167	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	156.20			
503168	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	236.28			
503169	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	412.50			
503170	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	78.10			
503171	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	1,606.90			
503172	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	3,406.05			
503173	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	218.09			
503174	12/12/2025	PRINTED	100603 VERIZON WIRELESS SERVICES	155.16			
503175	12/12/2025	PRINTED	101197 VIA HEART PROJECT	1,750.00			
503176	12/12/2025	PRINTED	100081 VITUS SOO	982.29			
503177	12/12/2025	PRINTED	101974 VOLER STRATEGIC ADVISORS	10,000.00			
503178	12/12/2025	PRINTED	100058 VWR INTERNATIONAL LLC	1,238.57			
503179	12/12/2025	PRINTED	101183 WAVE BROADBAND	95.95			
503180	12/12/2025	PRINTED	101183 WAVE BROADBAND	249.95			
503181	12/12/2025	PRINTED	101183 WAVE BROADBAND	99.90			
503182	12/12/2025	PRINTED	101183 WAVE BROADBAND	254.59			
503183	12/12/2025	PRINTED	103219 WAXIE SANITARY SUPPLY	6,893.41			
503184	12/12/2025	PRINTED	101120 WEST COAST ARBORISTS INC	7,985.00			
503185	12/12/2025	PRINTED	100821 WEST COAST CODE CONSULTAN	38,082.87			
503186	12/12/2025	PRINTED	103616 WHEEL WORKS	453.00			
503187	12/12/2025	PRINTED	103771 WILLIAM E RIVAS	209.00			
503188	12/12/2025	PRINTED	101405 WILLIAMS SCOTSMAN INC	763.19			
503189	12/12/2025	PRINTED	100523 WITMER PUBLIC SAFETY GROU	511.50			
503190	12/12/2025	PRINTED	102132 ZOH0 CORPORATION	6,543.00			
503191	12/12/2025	PRINTED	102205 ZONE 4 CONSTRUCTION INC	968.30			

City of Daly City, CA



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503192	12/12/2025	PRINTED	101652 ZOOM VIDEO COMMUNICATIONS	159.90			
503193	12/12/2025	PRINTED	102234 ZOOM ENGINEERING INC	43,890.75			
503194	12/12/2025	PRINTED	100445 ZUMAR INDUSTRIES INC	1,741.74			
367 CHECKS				5,896,508.77			
CASH ACCOUNT TOTAL					.00		

AP CHECK RECONCILIATION REGISTER

	UNCLEARED	CLEARED
367 CHECKS		
FINAL TOTAL	5,896,508.77	.00

\*\* END OF REPORT - Generated by Lity Sun \*\*

# City of Daly City, CA



## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503195	12/22/2025	PRINTED	101474 AARDVARK	9,641.56			
503196	12/22/2025	PRINTED	101341 ACTION TOWING	3,541.00			
503197	12/22/2025	PRINTED	101369 ADVANCED FIRE CONTROL	1,307.49			
503198	12/22/2025	PRINTED	101817 ADVANCED INTEGRATED PEST	585.00			
503199	12/22/2025	PRINTED	103111 AGRIGATOR INC	3,150.00			
503200	12/22/2025	PRINTED	100309 ALERT PEST CONTROL COMPAN	320.00			
503201	12/22/2025	PRINTED	101146 ALL CITY MANAGEMENT SERVI	3,640.65			
503202	12/22/2025	PRINTED	101732 AMAZON CAPITAL SERVICES I	6,279.72			
503203	12/22/2025	PRINTED	100103 AMERICAN PUBLIC WORKS ASS	289.80			
503204	12/22/2025	PRINTED	100326 AMERICAN TOWER CORPORATIO	9,800.74			
503205	12/22/2025	PRINTED	103791 ANDREW PARANGAN CHU	585.00			
503206	12/22/2025	PRINTED	102615 ANNA MARIE VIOLA	769.50			
503207	12/22/2025	PRINTED	102383 ANNE WILLIAMS	721.54			
503208	12/22/2025	PRINTED	103306 APEX POWER ELECTRICAL SUP	6,122.68			
503209	12/22/2025	PRINTED	100672 AT&T	2,658.34			
503210	12/22/2025	PRINTED	100193 AT&T MOBILITY	1,466.64			
503211	12/22/2025	PRINTED	100193 AT&T MOBILITY	5,659.92			
503212	12/22/2025	PRINTED	100193 AT&T MOBILITY	1,629.60			
503213	12/22/2025	PRINTED	100193 AT&T MOBILITY	2,278.97			
503214	12/22/2025	PRINTED	100957 ATLAS COPCO COMPRESSORS L	914.00			
503215	12/22/2025	PRINTED	103512 AUDREY MEEHLEIB	230.55			
503216	12/22/2025	PRINTED	102531 AURA JOMELIE CRUZ	721.54			
503217	12/22/2025	PRINTED	100034 BAKER & TAYLOR COMPANY IN	758.11			
503218	12/22/2025	PRINTED	100101 BARKER BLUE DIGITAL IMAGI	368.80			
503219	12/22/2025	PRINTED	100221 BAY AREA AIR QUALITY MANA	622.00			
503220	12/22/2025	PRINTED	100890 BAY AREA CONSUMERS CHECKB	30.00			
503221	12/22/2025	PRINTED	100421 BAY AREA PAYING COMPANY I	4,621.00			
503222	12/22/2025	PRINTED	100054 BAY AREA WATER SUPPLY & C	3,720.00			
503223	12/22/2025	PRINTED	103101 BEAM CONSTRUCTION ENTERPR	172,062.10			
503224	12/22/2025	PRINTED	101796 BEARSAVER	6,366.00			
503225	12/22/2025	PRINTED	103808 BERNAL HILL DRYWALL INC	500.00			
503226	12/22/2025	PRINTED	100404 BIRITE FOODSERVICE DISTRI	6,938.68			
503227	12/22/2025	PRINTED	100469 BLACKSTONE PUBLISHING	665.79			
503228	12/22/2025	PRINTED	101196 BLUETRITON BRANDS INC	171.93			
503229	12/22/2025	PRINTED	102213 BMW MOTORCYCLES OF SAN FR	455.08			
503230	12/22/2025	PRINTED	101935 BRENT TURNER	5,175.00			
503231	12/22/2025	PRINTED	100132 BROADMOOR LANDSCAPE SUPPL	240.63			
503232	12/22/2025	PRINTED	100343 CACEO	200.00			
503233	12/22/2025	PRINTED	100916 CAL SIGNAL CORP	186.79			
503234	12/22/2025	PRINTED	100764 CALCON SYSTEMS INC	5,177.47			
503235	12/22/2025	PRINTED	100360 CALIFORNIA STATE FIREFIGH	85.00			
503236	12/22/2025	PRINTED	100039 CALIFORNIA WATER SERVICE	440.16			
503237	12/22/2025	PRINTED	100029 CALIFORNIA WATER SERVICE	41.48			
503238	12/22/2025	PRINTED	102388 CAMERON CHRISTENSEN	677.72			
503239	12/22/2025	PRINTED	100592 CDW GOVERNMENT INC	1,975.42			
503240	12/22/2025	PRINTED	100900 CEL ANALYTICAL INC	1,611.00			
503241	12/22/2025	PRINTED	101073 CENGAGE LEARNING INC / GA	326.60			
503242	12/22/2025	PRINTED	100878 CHARLAYNE WRIGHT	1,080.00			
503243	12/22/2025	PRINTED	100442 CHICK N COOP RESTAURANT	1,400.00			
503244	12/22/2025	PRINTED	102459 CHRIS BROADWAY	258.89			
503245	12/22/2025	PRINTED	103800 CHRISTINA DISTEFANO	147.22			
503246	12/22/2025	PRINTED	102489 CHRISTOPHER COLLINS	504.61			



# City of Daly City, CA

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503247	12/22/2025	PRINTED	101213 CINTAS CORPORATION	834.56			
503248	12/22/2025	PRINTED	100141 CINTAS CORPORATION #464	1,960.77			
503249	12/22/2025	PRINTED	100286 CITY OF BRISBANE	1,534.00			
503250	12/22/2025	PRINTED	100286 CITY OF BRISBANE	3,271.46			
503251	12/22/2025	PRINTED	100534 CITY OF DALY CITY	4,473.74			
503252	12/22/2025	PRINTED	100586 CITY OF PACIFICA	9,701.28			
503253	12/22/2025	PRINTED	100847 CITY TOYOTA	1,081.17			
503254	12/22/2025	PRINTED	100390 CLEARLITE TROPHIES	1,329.76			
503255	12/22/2025	PRINTED	103787 CLIFFORD S ALUMNO	40.00			
503256	12/22/2025	PRINTED	101420 COLANTUONO HIGHSMITH & WH	474.00			
503257	12/22/2025	PRINTED	101097 COMCAST	189.45			
503258	12/22/2025	PRINTED	101104 COMCAST	104.00			
503259	12/22/2025	PRINTED	101242 COMCAST	475.06			
503260	12/22/2025	PRINTED	101289 COMCAST	229.80			
503261	12/22/2025	PRINTED	101783 COMCAST	256.34			
503262	12/22/2025	PRINTED	101826 COMCAST	211.20			
503263	12/22/2025	PRINTED	101827 COMCAST	226.34			
503264	12/22/2025	PRINTED	101967 COMCAST	488.89			
503265	12/22/2025	PRINTED	103072 COMCAST	184.85			
503266	12/22/2025	PRINTED	101782 COMMUNITY FIRST NATIONAL	306,115.38			
503267	12/22/2025	PRINTED	103461 COMMUNITY STRONG STRATEGI	12,500.00			
503268	12/22/2025	PRINTED	100278 COMPLETE LINEN SERVICES I	154.75			
503269	12/22/2025	PRINTED	100621 CORELOGIC SOLUTIONS LLC	202.16			
503270	12/22/2025	PRINTED	102817 COREY SHOOPMAN	235.00			
503271	12/22/2025	PRINTED	100582 COTTON SHIRES AND ASSOCIA	5,125.00			
503272	12/22/2025	PRINTED	100324 COUNTY OF SAN MATEO	411.27			
503273	12/22/2025	PRINTED	100372 COUNTY OF SAN MATEO	621,982.00			
503274	12/22/2025	PRINTED	102727 COUNTY OF SAN MATEO	4,138.47			
503275	12/22/2025	PRINTED	100006 CPS HR CONSULTING	579.60			
503276	12/22/2025	PRINTED	101089 CRYSTAL CREAMERY	1,104.85			
503277	12/22/2025	PRINTED	103422 CUPERTINO ELECTRIC INC	226,121.76			
503278	12/22/2025	PRINTED	100422 CMEA	129.00			
503279	12/22/2025	PRINTED	100072 DAILY JOURNAL CORPORATION	125.00			
503280	12/22/2025	PRINTED	100070 DALY CITY TOOL MART	1,897.54			
503281	12/22/2025	PRINTED	100911 DASH MEDICAL GLOVES INC	395.55			
503282	12/22/2025	PRINTED	103804 DAYSI RENDON	10.00			
503283	12/22/2025	PRINTED	101052 DEPARTMENT OF INDUSTRIAL	43,863.22			
503284	12/22/2025	PRINTED	100041 DEPARTMENT OF JUSTICE	373.00			
503285	12/22/2025	PRINTED	103792 DIANE MADAYAG	400.00			
503286	12/22/2025	PRINTED	102597 DISCOUNT PLUMBING ROOTER	10,000.00			
503287	12/22/2025	PRINTED	101880 DORMAN ASSOCIATES INC	28,804.00			
503288	12/22/2025	PRINTED	100751 DU ALL SAFETY LLC	400.00			
503289	12/22/2025	PRINTED	103428 DYNHORA CABRERA	1,068.19			
503290	12/22/2025	PRINTED	101082 EAST BAY TIRE CO	1,436.86			
503291	12/22/2025	PRINTED	101392 EKI ENVIRONMENT & WATER	2,562.04			
503292	12/22/2025	PRINTED	102967 ENVIRONMENTAL SCIENCE ASS	3,582.08			
503293	12/22/2025	PRINTED	100004 EQUIFAX INFORMATION SVCS	50.00			
503294	12/22/2025	PRINTED	103799 ERIC NODORA	500.00			
503295	12/22/2025	PRINTED	102155 ETIC	1,680,164.55			
503296	12/22/2025	PRINTED	103801 EUGENE FAYERBERG	672.20			
503297	12/22/2025	PRINTED	100735 FASTENAL COMPANY	755.45			
503298	12/22/2025	PRINTED	103793 FELIPE ESCAMILLA	500.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503299	12/22/2025	PRINTED	100417 FIRST CHOICE COFFEE SERVI	426.88			
503300	12/22/2025	PRINTED	103783 FLO AVALOS	1,336.13			
503301	12/22/2025	PRINTED	102966 FLOWERS ELECTRIC AND SERV	1,775.34			
503302	12/22/2025	PRINTED	101959 FREYER & LAURETA INC	1,557.50			
503303	12/22/2025	PRINTED	101802 FUN EXPRESS LLC	299.21			
503304	12/22/2025	PRINTED	103544 GAI CONSULTANTS INC	36,438.84			
503305	12/22/2025	PRINTED	101709 GAVIN'S PAINTING	17,886.65			
503306	12/22/2025	PRINTED	103797 GRACE DAVID	400.00			
503307	12/22/2025	PRINTED	100065 GRAINGER INC	513.74			
503308	12/22/2025	PRINTED	100767 GRAND INDUSTRIES INC	29,300.00			
503309	12/22/2025	PRINTED	100056 GRANITEROCK	2,842.74			
503310	12/22/2025	PRINTED	100022 GRAYBAR ELECTRIC CO INC	88.91			
503311	12/22/2025	PRINTED	102364 GREGORY KRAUSS	182.25			
503312	12/22/2025	PRINTED	101952 HALEY AND ALDRICH INC	13,563.50			
503313	12/22/2025	PRINTED	100144 HARRINGTON INDUSTRIAL PLA	2,050.95			
503314	12/22/2025	PRINTED	101605 HAZEN AND SAWYER	18,709.92			
503315	12/22/2025	PRINTED	102230 HD SUPPLY INC	410.69			
503316	12/22/2025	PRINTED	103807 HENG CAO	500.00			
503317	12/22/2025	PRINTED	102187 HERITAGE LANDSCAPE SUPPLY	72.02			
503318	12/22/2025	PRINTED	101152 HILL BROTHERS CHEMICAL CO	2,109.12			
503319	12/22/2025	PRINTED	101695 HONEY BUCKET	1,031.41			
503320	12/22/2025	PRINTED	100893 HUNTINGTON COURT REPORTER	26.46			
503321	12/22/2025	PRINTED	103813 HUWAIDA SAIDEH	2,994.84			
503322	12/22/2025	PRINTED	101111 INFOSEND INC	6,527.81			
503323	12/22/2025	PRINTED	102037 INTERACTIVE RESOURCES INC	430.00			
503324	12/22/2025	PRINTED	103013 ISABEL ZAMORA	1,950.00			
503325	12/22/2025	PRINTED	103803 JACK SMITH	229.80			
503326	12/22/2025	PRINTED	100508 JACOBS ASSOCIATES	40,862.09			
503327	12/22/2025	PRINTED	100579 JAMES FORD INC	861.00			
503328	12/22/2025	PRINTED	103737 JEFFERSON UNION HIGH SCHO	75,601.25			
503329	12/22/2025	PRINTED	102989 JOINT VENTURE SILICON VAL	7,176.00			
503330	12/22/2025	PRINTED	102393 JOYCE GREGORIO	661.95			
503331	12/22/2025	PRINTED	100528 KADOKS RESTAURANT	2,379.15			
503332	12/22/2025	PRINTED	103784 KEVIN FLORES	100.00			
503333	12/22/2025	PRINTED	103774 KEVIN THANG	85.00			
503334	12/22/2025	PRINTED	100835 KIMBALL MIDWEST	232.61			
503335	12/22/2025	PRINTED	102337 KLAUS ZALINSKIS	664.08			
503336	12/22/2025	PRINTED	100752 KONECRANES INC	2,883.44			
503337	12/22/2025	PRINTED	100304 LANGUAGE LINE SERVICES	50.64			
503338	12/22/2025	PRINTED	100684 LEGACY MECHANICAL & ENERG	5,926.97			
503339	12/22/2025	PRINTED	100971 LEHR	7,002.60			
503340	12/22/2025	PRINTED	102328 LIEBERT CASSIDY WHITMORE	36,015.50			
503341	12/22/2025	PRINTED	103809 LILIAN SACUN	500.00			
503342	12/22/2025	PRINTED	100604 LORAL LANDSCAPING	27,608.00			
503343	12/22/2025	PRINTED	102190 LUBE SQUAD OF SFO LLC	2,096.31			
503344	12/22/2025	PRINTED	103796 MARIA IZAGUIRRE	400.00			
503345	12/22/2025	PRINTED	103795 MARIA SANTAGO	400.00			
503346	12/22/2025	PRINTED	100253 MARIANNA ROMAN	513.00			
503347	12/22/2025	PRINTED	102340 MARJORIE KALAVERAS	769.50			
503348	12/22/2025	PRINTED	103547 MATTHEW LAJOIE	195.00			
503349	12/22/2025	PRINTED	101409 MAVERICK NETWORKS INC	516.36			
503350	12/22/2025	PRINTED	103812 MEGA MART CA INC	206,025.00			



# City of Daly City, CA

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503351	12/22/2025	PRINTED	103110 METRO LOCKSMITHS INC	140.00			
503352	12/22/2025	PRINTED	103802 MICHAEL ASHOR	170.00			
503353	12/22/2025	PRINTED	101936 MISCOWATER	5,712.37			
503354	12/22/2025	PRINTED	103125 MITCHEL MAHONEY	1,300.00			
503355	12/22/2025	PRINTED	100329 MUNICIPAL MAINTENANCE EQU	42.04			
503356	12/22/2025	PRINTED	102210 NAPA AUTO PARTS	45.21			
503357	12/22/2025	PRINTED	103129 NUTRITIOUS DELICIOUS	240.00			
503358	12/22/2025	PRINTED	101035 O'REILLY AUTOMOTIVE INC	5.14			
503359	12/22/2025	PRINTED	101441 OCEAN TREASURES SERVICING	321.98			
503360	12/22/2025	PRINTED	101864 ODP BUSINESS SOLUTIONS LL	655.74			
503361	12/22/2025	PRINTED	101866 ODP BUSINESS SOLUTIONS LL	699.96			
503362	12/22/2025	PRINTED	102165 ODP BUSINESS SOLUTIONS LL	363.46			
503363	12/22/2025	PRINTED	101757 OPERATIONAL TECHNICAL SER	42,397.12			
503364	12/22/2025	PRINTED	100033 PACIFIC GAS & ELECTRIC	175,117.62			
503365	12/22/2025	PRINTED	100601 PACIFIC PRODUCE INC	3,070.80			
503366	12/22/2025	PRINTED	102960 PAN PACIFIC SUPPLY COMPAN	3,539.74			
503367	12/22/2025	PRINTED	101449 PAUL J ROTTENBERG	1,250.00			
503368	12/22/2025	PRINTED	101034 PETERSON TRUCKS INC	40.73			
503369	12/22/2025	PRINTED	101406 PIIAN SYSTEMS LLC	7,435.53			
503370	12/22/2025	PRINTED	101899 PLANTE & MORAN PLLC	80,500.00			
503371	12/22/2025	PRINTED	101977 PLAYAWAY PRODUCTS LLC	74.99			
503372	12/22/2025	PRINTED	100737 POLYDYNE INC	28,875.94			
503373	12/22/2025	PRINTED	103051 POWER WASHING SERVICES	4,433.40			
503374	12/22/2025	PRINTED	101380 PREFERRED ALLIANCE INC	601.83			
503375	12/22/2025	PRINTED	103788 PRIMROSE COSCOLLUELA OR P	40.00			
503376	12/22/2025	PRINTED	100806 PROMOTIONSNOW	845.14			
503377	12/22/2025	PRINTED	103084 RED SAUCE MEATBALLS	1,825.60			
503378	12/22/2025	PRINTED	100063 RED WING SHOES	527.98			
503379	12/22/2025	PRINTED	102545 RENALDO RODRIGUEZ	160.69			
503380	12/22/2025	PRINTED	103805 REV VALDEZ	200.00			
503381	12/22/2025	PRINTED	100228 RICHARD SHERROD	4,467.00			
503382	12/22/2025	PRINTED	103089 RINGCENTRAL INC	606.52			
503383	12/22/2025	PRINTED	103785 ROBERT MCCARTHY	291.00			
503384	12/22/2025	PRINTED	102048 RUTH WEST	800.00			
503385	12/22/2025	PRINTED	102280 RYAN GAVIN DUNNIGAN	650.00			
503386	12/22/2025	PRINTED	100479 S & S WORLDWIDE INC	631.31			
503387	12/22/2025	PRINTED	102596 S F UNDERGROUND	4,000.00			
503388	12/22/2025	PRINTED	100013 SAFETY KLEEN SYSTEMS INC	510.98			
503389	12/22/2025	PRINTED	101050 SALLY SWANSON ARCHITECTS	3,709.90			
503390	12/22/2025	PRINTED	101705 SAN MATEO CONSOLIDATED FI	1,650.00			
503391	12/22/2025	PRINTED	101685 SAN MATEO COUNTY COMMUNIT	5,000.00			
503392	12/22/2025	PRINTED	100277 SAN MATEO COUNTY CONTROLL	66,525.00			
503393	12/22/2025	PRINTED	102296 SAN MATEO COUNTY FIRE COU	1,650.00			
503394	12/22/2025	PRINTED	100719 SAN MATEO COUNTY SHERIFFS	3,290.00			
503395	12/22/2025	PRINTED	100245 SAN MATEO LAWN MOWER SHOP	1,191.84			
503396	12/22/2025	PRINTED	103786 SARAH LIM	100.24			
503397	12/22/2025	PRINTED	103810 SEWER MASTERS	500.00			
503398	12/22/2025	PRINTED	100500 SHOE DEPOT INC	3,694.46			
503399	12/22/2025	PRINTED	101291 SHRED WORKS INC	240.00			
503400	12/22/2025	PRINTED	103061 SIMPLIFY COMPLIANCE LLC	647.44			
503401	12/22/2025	PRINTED	100556 SOUTH BAY REGIONAL PUBLIC	4,076.00			
503402	12/22/2025	PRINTED	101922 SPECIALTY SERVICES	2,750.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 99900000 10001

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
503403	12/22/2025	PRINTED	102985 SRPSTC	163.00			
503404	12/22/2025	PRINTED	100435 ST FRANCIS ELECTRIC INC	2,689.92			
503405	12/22/2025	PRINTED	100014 STEWART CHEVROLET CADILLA	76.30			
503406	12/22/2025	PRINTED	100580 STEWART CHEVY CAD CHRY JE	140.00			
503407	12/22/2025	PRINTED	100600 SYNAGRO WEST LLC	70,997.36			
503408	12/22/2025	PRINTED	100280 SYNCOAT	2,950.00			
503409	12/22/2025	PRINTED	100982 T MOBILE USA INC	230.00			
503410	12/22/2025	PRINTED	100982 T MOBILE USA INC	50.00			
503411	12/22/2025	PRINTED	100982 T MOBILE USA INC	50.00			
503412	12/22/2025	PRINTED	100305 TELECOMMUNICATIONS ENGINE	3,024.50			
503413	12/22/2025	PRINTED	100780 TELEPATH CORPORATION	700.00			
503414	12/22/2025	PRINTED	100053 THE ADAM HILL COMPANY	1,466.99			
503415	12/22/2025	PRINTED	103476 THE PROFESSIONAL TREE CAR	488,700.00			
503416	12/22/2025	PRINTED	103789 THNORM NEAK	40.00			
503417	12/22/2025	PRINTED	100554 TURBO DATA SYSTEMS INC	24,502.25			
503418	12/22/2025	PRINTED	101053 TYLER TECHNOLOGIES INC	30,720.00			
503419	12/22/2025	PRINTED	100783 ULINE INC	302.06			
503420	12/22/2025	PRINTED	101822 UNDERGROUND REPUBLIC WATE	782.12			
503421	12/22/2025	PRINTED	101814 UNION DOOR	48,719.00			
503422	12/22/2025	PRINTED	100664 UNIVAR SOLUTIONS USA INC	14,571.04			
503423	12/22/2025	PRINTED	103006 US FOODS INC	2,095.39			
503424	12/22/2025	PRINTED	103009 VALLEY OIL COMPANY	26,011.30			
503425	12/22/2025	PRINTED	101183 WAVE BROADBAND	1,079.95			
503426	12/22/2025	PRINTED	103790 WENDY M LEE	40.00			
503427	12/22/2025	PRINTED	100821 WEST COAST CODE CONSULTAN	10,122.24			
503428	12/22/2025	PRINTED	103420 WEST YOST & ASSOCIATES IN	12,571.52			
503429	12/22/2025	PRINTED	103522 WESTERN ROOFING SERVICE	43,710.00			
503430	12/22/2025	PRINTED	103811 WILBER NARVAEZ	500.00			
503431	12/22/2025	PRINTED	102411 WILGRACE DUMANDAN	721.54			
503432	12/22/2025	PRINTED	100805 WILSEY HAM INC	385.74			
503433	12/22/2025	PRINTED	102875 WINNIE XIE-PALAFIX	1,680.89			
503434	12/22/2025	PRINTED	102283 WOODSIDE FIRE PROTECTION	1,650.00			
503435	12/22/2025	PRINTED	101328 WRECO	25,974.69			
503436	12/22/2025	PRINTED	103794 XIAOHAN LIU	300.00			
503437	12/22/2025	PRINTED	103278 XTEAM DESIGN AND CONSTRUC	14,951.05			
503438	12/22/2025	PRINTED	101081 YAMAHA GOLF CARS OF CALIF	14,907.61			
503439	12/22/2025	PRINTED	102481 ZACHARY FULMORE	270.00			
503440	12/22/2025	PRINTED	102205 ZONE 4 CONSTRUCTION INC	72,580.75			
503441	12/22/2025	PRINTED	102234 ZOON ENGINEERING INC	35,751.62			
247 CHECKS				CASH ACCOUNT TOTAL	5,249,521.00		.00

AP CHECK RECONCILIATION REGISTER

	UNCLEARED	CLEARED
247 CHECKS		
FINAL TOTAL	5,249,521.00	.00

\*\* END OF REPORT - Generated by Mei WU \*\*

ORDINANCE NO. 1485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY AMENDING  
CHAPTER 2.16 OF THE MUNICIPAL CODE RE: ARTS AND CULTURE COMMISSION

The City Council of the City of Daly City, DOES ORDAIN as follows:

**SECTION 1.** Section 2.16.020 of the Daly City Municipal Code is hereby amended to read as follows:

**2.160.020 Duties.**

The arts and culture commission shall have the following duties:

- A. To advise the city council on all matters affecting the culture of the city which includes but not limited to city budget, funding, programming, and historic artifacts/ artwork that contributes to the culture of Daly City.
- B. To work in collaboration with other city boards, commissions and community stakeholders to uplift art and culture that is relevant and responsive to the needs of our youth, families, seniors, neighborhoods and community.
- C. To raise awareness of social issues affecting our community through art and culture.
- D. To encourage programs that includes stories and experiences that heal, connect and unites us together as a community.
- E. To establish, outreach and sustain authentic relationships between the city and our diverse community.
- F. To review and make recommendations upon all works of art to be acquired by the city, either by purchase, gift or otherwise, and with respect to their locations.
- G. Recommend needed changes in laws, legislation, and policies needed to promote the aesthetic, cultural development and historical preservation of the City.
- H. Be available to city departments, when appropriate, to advise on arts, cultural and historical issues.
- I. To undertake and carry out all functions reasonably necessary to accomplish the objectives and to discharge the functions of the commission; and to exercise such other functions as may be prescribed by the city council.

**SECTION 2.** Section 2.16.030 of the Daly City Municipal Code is hereby amended to read as follows:

**2.16.030 Qualification of commissioners.**

Commissioners may be those persons who have demonstrated a strong commitment to

the arts through individual patronage, education, or professional experience or knowledge of a particular arts and culture field, and the general public. Efforts should be made to include commissioners who represent a diversity of backgrounds. Commissioners shall commit to volunteering time to serve on the board which meets monthly, and on an ad hoc basis as needed. In selecting commissioners, city council members may consider whether candidates would be able to effectively and ethically serve in light of any foreseeable conflicts of interest.

**SECTION 3.** Section 2.16.050 of the Daly City Municipal Code is hereby amended to read as follows:

**2.16.050 Rules.**

The arts and culture commission by resolution may adopt rules for the election and terms of its officers, for the transaction of business, and shall keep a record of its resolutions, transactions, findings and determinations, which shall be a public record.

Election for Chair and Vice Chair for the Arts and Culture commission will take place at every January meeting. Chair and Vice Chair will hold their positions for twelve months of the year they are elected.

**SECTION 4.** Section 2.16.060 of the Daly City Municipal Code is hereby added to read as follows:

**2.16.060 Art in Public Places Account.**

A. An “Art in Public Places Account” is hereby established as a designated City fund to support public art, cultural programming, and related Commission initiatives.

B. Funding Sources. The Account may receive:

1. Donations from individuals, businesses, foundations, and organizations.
2. Allocations or appropriations made by the City Council.
3. Grants or contributions designated for public art or cultural programming.
4. Any other funds permitted under applicable laws.

C. Use of Funds. Monies within the Account shall be used exclusively for:

1. Public art projects, including acquisition, installation, maintenance, and restoration.
2. Cultural programs and events that advance the Commission’s duties.
3. Preservation and interpretation of historic artifacts or artwork.
4. Community arts engagement, education, and outreach.

**SECTION 5.** Section 2.16.090 of the Daly City Municipal Code is hereby added to read as follows:

**2.16.090 Coordination with Arts and Culture Commission.**

The Arts and Culture Commission shall provide oversight of the Art in Public Places Account and advise the City Council on public art policies, programs, and cultural initiatives that enhance community identity, inclusivity, and historic preservation. Staff shall manage operational aspects consistent with City financial policies and Council direction.

**SECTION 6. Environmental Determination.** The City Council of the City of Daly City finds and determines that the implementation of measures described in this Chapter is in furtherance police powers of the City of Daly City, and that these purposes are exempt from the provisions of the California Environmental Quality Act (CEQA); Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code, as provided in categorical exemption Classes 1, 4, 5, 7, 8, 9, and or 21 of the CEQA Guidelines (Title 14, *California Code of Regulations*, Sections 15301-15329).

**SECTION 7. Effective Date and Publication:** Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post it in the City Clerk’s office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary and (2) post in the City Clerk’s office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This Ordinance shall be in full force and effect thirty (30) days from and after its passage.

**SECTION 8. Severability:** If any section, subsection or sentence of this Ordinance is found by a court of competent jurisdiction to be invalid or unlawful, the City Council finds and declares that the remainder of this ordinance would be and is enforceable and would have been adopted notwithstanding the finding of invalidity as to any section, subsection or sentence.

Introduced this 8<sup>th</sup> day of December, 2025.

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES, Councilmembers: \_\_\_\_\_

NOES, Councilmembers: \_\_\_\_\_

ABSENT, Councilmembers: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

\_\_\_\_\_  
MAYOR OF THE CITY OF DALY CITY

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY AMENDING  
CHAPTER 2.20 OF THE MUNICIPAL CODE RE: RECREATION COMMISSION

The City Council of the City of Daly City, DOES ORDAIN as follows:

**SECTION 1.** Section 2.20.020 of the Daly City Municipal Code is hereby amended to read as follows:

**2.20.020 Membership – Appointment - Compensation.**

The city recreation commission shall consist of five members, and one Youth Advisory Member (“Youth Commissioner”) and an alternate who must be at least 13 years old, and no more than 17 years old at the time of appointment ("Youth Commissioners"), to be appointed by the mayor, subject to the confirmation of the city council. Such members shall serve without compensation.

Youth Commissioners shall serve only in an advisory capacity to the Recreation Commission and shall not count towards a quorum of the commission. Youth Commissioners shall be residents of the city, in middle school and/or high school.

**SECTION 2.** Section 2.20.030 of the Daly City Municipal Code is hereby amended to read as follows:

**2.20.030 Membership – Term.**

Commissioners serve in an advisory capacity at the pleasure of the city council. Initially, the terms of two members of the recreation commission shall be for two years. The remaining three members shall serve for three years. Thereafter, the terms of all members shall be for three years.

Each Youth Commissioner shall serve at the pleasure of the Council for up to two years and until the appointment and qualification of a successor.

**SECTION 3.** Section 2.20.060 of the Daly City Municipal Code is hereby amended to read as follows:

**2.20.060 Relation with the press.**

Commissioners shall refer all requests for information made by the press to the chair and/or director of recreation services and shall not endeavor to interpret any action of the commission.

**SECTION 4.** Section 2.20.090 of the Daly City Municipal Code is hereby amended to read as follows:

**2.20.090 Powers and duties.**

The powers and duties of the recreation commission shall be as follows:

- A. Act in an advisory capacity to the city council on all matters pertaining to recreation services offered by the city, including key budget items, capital improvements, facility

issues affecting the community, recommendations for user fees, service levels in relation to core and discretionary programs, fundraising initiatives, and legislative issues affecting the department of recreation services while addressing the diverse elements of the Daly City community.

- B. Consider the annual budget of the department of recreation services prior to its submission by the city manager to the city council and provide advice with respect thereto to the city manager and to the city council.
- C. Provide advice and community perspectives regarding recreation services and programming for the inhabitants of the city, promote and stimulate public interest therein and to the fullest possible extent the cooperation of special authorities and other public and private agencies interested therein.
- D. To gather community opinions, needs and perceptions regarding recreational opportunities and needs and to advise the director of recreation services of this information. Further, to provide information to the community regarding available programs and facilities and encourage their participation and use.

**SECTION 5.** Section 2.20.110 of the Daly City Municipal Code is hereby amended to read as follows:

**2.20.110      Relation to staff.**

The city manager shall appoint a staff liaison to the recreation commission who will coordinate and provide all staff support. The staff liaison will attend all commission meetings and act as secretary to the commission. They will bring department-related policy matters for consideration to the commission as well as respond to policy-related inquiries.

**SECTION 6. Environmental Determination.** The City Council of the City of Daly City finds and determines that the implementation of measures described in this Chapter is in furtherance police powers of the City of Daly City, and that these purposes are exempt from the provisions of the California Environmental Quality Act (CEQA); Chapter 3 (commencing with Section 21100) of Division 13 of the Public Resources Code, as provided in categorical exemption Classes 1, 4, 5, 7, 8, 9, and or 21 of the CEQA Guidelines (Title 14, *California Code of Regulations*, Sections 15301-15329).

**SECTION 7. Effective Date and Publication:** Pursuant to the provisions of Government Code Section 36933, a summary of this ordinance shall be prepared by the City Attorney. At least five (5) days prior to the Council meeting at which this ordinance is scheduled to be adopted, the City Clerk shall (1) publish the summary, and (2) post it in the City Clerk's office a certified copy of this ordinance. Within fifteen (15) days after the adoption of this ordinance, the City Clerk shall (1) publish the summary and (2) post in the City Clerk's office a certified copy of the full text of this ordinance along with the names of those City Council members voting for and against this ordinance or otherwise voting. This Ordinance shall be in full force and effect thirty (30) days from and after its passage.

**SECTION 8. Severability:** If any section, subsection or sentence of this Ordinance is found by a court of competent jurisdiction to be invalid or unlawful, the City Council finds and declares that the remainder of this ordinance would be and is enforceable and would have been adopted notwithstanding the finding of invalidity as to any section, subsection or sentence.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DALY CITY AMENDING  
CHAPTER 2.20 OF THE MUNICIPAL CODE RE: RECREATION COMMISSION

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Introduced this   8th   day of   December  , 2025.

Passed and adopted as an Ordinance of the City of Daly City at a regular meeting of the City Council of the City of Daly City held on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the following vote:

AYES, Councilmembers: \_\_\_\_\_

NOES, Councilmembers: \_\_\_\_\_

ABSENT, Councilmembers: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK OF THE CITY OF DALY CITY

APPROVED:

\_\_\_\_\_  
MAYOR OF THE CITY OF DALY CITY