

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BURLINGAME POLICE SERGEANTS ASSOCIATION
AND
THE CITY OF BURLINGAME



January 1, 2023 – DECEMBER 31, 2025

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The Burlingame Police Officers Association and representatives of the City of Burlingame have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Section 1, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act and has been jointly prepared by the parties.

1. RECOGNITION

The Burlingame Police Officers Association, hereinafter referred to as the "Association", is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the following classifications:

Police Sergeant

2. ASSOCIATION DUES AND RIGHTS

- 2.1 The City shall deduct Association membership dues and any other agreed-upon payroll deductions, to the extent permitted by law, from the monthly pay of each member.
- 2.2 Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by filling out, signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. 2.3. The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.
- 2.4 The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.
- 2.5 The Association's Certification

The City shall make payroll deductions in reliance on the Association's certification certifying that Association has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the

information provided by the Association.

- 2.6 The City shall not request the Association to provide a copy of any member employees' authorization unless a dispute arises about the existence or terms of the authorization.
- 2.7 The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 2, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the City for any loss or damage arising from Association's actions or inactions under Section 2.

- 2.8 The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member is in good standing of the Association and is in a non-pay status for the pay period when his/her dues would normally be withheld, no dues withholding will attach to future earnings nor will the member be required to deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deduction(s) shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the City shall be transmitted monthly to the officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.

- 2.9 The Association shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee organization dues. In addition, the Association shall

refund to the City any amounts paid to it in error upon presentation of supporting evidence. In the event the City fails to collect an employee's Association dues, the City shall transmit delinquent dues to the Association collected from future employee payroll deductions.

2.10 The Association may use portions of City bulletin boards to post Association materials under the following conditions:

2.10.1 All materials must receive the approval of the Police Chief or his/her designee in charge of the department bulletin board for conformance with this section.

2.10.2 All materials must be dated and must identify the organization that published them;

2.10.3 The City reserves the right to determine where bulletin boards shall be placed.

2.11 The Association shall designate in writing to the City Manager or his/her designee the names of the Association officers and representatives within thirty (30) days of any change in officers or representatives.

3. NO DISCRIMINATION

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of a protected category, as defined by Federal and State law, which does not prevent an employee from meeting the minimum job standards established.

4. ADVANCE NOTICE

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with management representatives prior to adoption.

5. SALARY PLAN AND PREMIUM PAYS

Effective the first pay period of January 2023, the Police Sergeant job classification salary range for top step shall be maintained at 21% above that of the Burlingame Police Officer job classification top step salary.

Effective February 22, 2023 (the first date after City Council approval in Open Session), there will be an increase in base salary for all classes of two percent (2%).

Effective February 22, 2023, there will be an equity adjustment for all classes of the three percent (3%).

Effective the first pay period of January 2024, there will be an increase in base salary for all classes of five percent (5%).

Effective the first pay period of January 2025, there will be an increase in base salary for all classes of four percent (4%).

5.1 Premium Pays will be provided as follows:

5.1.1 A sergeant assigned to a shift from 18:00 – 06:00 shall receive a 6% shift differential. Shift differential is compensation to employees who are routinely and consistently scheduled to work other than a standard “daytime” shift.

5.1.2 A sergeant that is not assigned to the shift defined above will qualify for a 6% shift differential if more than one-half ($\frac{1}{2}$) of the sergeant's shift is from 18:00 – 06:00. The differential will apply to the entire shift. If less than one-half ($\frac{1}{2}$) the shift is between 18:00 - 06:00, the differential will only apply to the hours worked within 18:00 - 06:00.

5.1.3 The City will provide a 5% premium pay differential to employees designated as bi-lingual service providers, requiring communication skills in languages other than English. Such designation will be pursuant to the City's Administrative Procedure.

5.1.4 Sergeants assigned to Detective, Traffic, Administrative Services and Crime Prevention shall receive a 7.0% differential. In exchange for this differential, Sergeants assigned to Traffic, Administrative Services and Crime Prevention will forego 16 hours of Paid Administrative Leave. Effective January 1, 2020, Sergeants will no longer receive Administrative Leave.

Detective Premium is compensation paid to Police Sergeants who are routinely and consistently assigned to a detective or investigative division.

Traffic Premium is compensation paid to Police Sergeants who are routinely and consistently assigned to the Traffic Unit.

5.1.5 The education increment for POST certifications shall be considered as wages for the purposes of computing overtime and holiday pay.

5.1.5.1 An employee with a POST certificate shall receive a premium pay differential (Peace Officer Standard Training (POST) Certificate Pay) in the following amounts:

POST Intermediate Certificate = \$395.00

POST Advance Certificate = \$518.70

POST Supervisory Certificate=\$813.00

5.2 Hourly Rate of Pay

The hourly rate of pay for unit members shall be calculated bi-weekly. The rates of pay set forth herein represent, for each classification, the standard rate of pay for full-time employment, except for overtime compensation, any applicable premium pay and other benefits specifically provided for by the City, unless specifically indicated otherwise in the schedule.

5.3 Acting Pay/Temporary Upgrade Pay

Any regular full-time unit member who is assigned to work in an upgraded position/classification within the unit for a limited duration shall receive a fifteen percent (15%) increase, on base pay, for the duration of the (acting) assignment. Acting Pay is not pensionable, unless it meets the definition for Temporary Upgrade Pay (TUP) in accordance with the California Code of Regulations (CCR) section 571a and b. Temporary Upgrade Pay (TUP) is compensation to employees who are required to work in a vacant upgraded position/classification of limited duration. When assigned to a temporary assignment in a higher classification, the employee maintains the benefits and rights afforded them under the MOU governing their regular classification, including non-exempt status.

5.4 Training Days

Employees assigned to an alternative work schedule (e.g. 12-hour shifts) will be credited with completion of a full shift for all training days scheduled to last at least eight (8) hours that occur on the employee's regularly scheduled work days outside the cities of Millbrae, San Mateo, Burlingame, Belmont, and Hillsborough. This section will not apply for training that results in overtime.

5.5 Longevity

Effective the first pay period of January 2024, employees with at least 10 years of service as an officer with the Burlingame Police Department, shall receive a longevity pay premium of two and one-half percent (2.5%) of base pay.

6. DAYS AND HOURS OF WORK

6.1 Work Schedule:

Work schedule is subject to Department policies and practices.

6.2 Overtime Definition:

Overtime is authorized time worked in excess of an employee's normal daily work schedule.

6.2.1 Effective April 15, 2002 the Department will implement an Alternative Work Schedule Program. Once implemented, Sergeants who are assigned to 12-hour shifts will be authorized overtime for time worked in excess of 12 hours in a day.

Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for every hour of overtime worked. "Regular rate of pay" as used in this provision shall mean the same as that phrase is defined under the Fair Labor Standards Act. This does not include Holiday Pay unless the 9th Circuit rules that it must be included in the "regular rate of pay". Overtime shall be authorized by the City prior to such overtime being worked.

6.2.2 Overtime details are assigned in accordance with Sections 1036 and 1037 of the Burlingame Police Manual, Department Standard Operating Procedures.

6.3 Compensatory Time Off:

Compensatory Time Off shall be allowed to accrue to a maximum of 160 hours.

6.4 Shooting Range Time:

Any represented employee who is required to attend the shooting range on off-duty time shall be entitled to pay at the rate of time and one-half (1½) for shooting at the range with a minimum of two (2) hours.

6.5 Call Back:

Employees shall be eligible for call back time if they are called back to work with less than 48 hours' notice. Call back time shall be paid at time and one-half (1½) with a four-hour minimum.

6.6 Paid Work Details:

Employees who volunteer for Paid Work Details outside their scheduled hours shall receive payment in accordance with Section 6.2 Overtime Definition for a minimum of three (3) hours or actual time worked whichever is greater.

If an employee is mandatory assigned to Paid Work Detail, then the employee shall be compensated in accordance with Section 6.5 Call Back.

6.7 Telework and Videoconferencing

Employees that are required to participate in Department meetings during their regularly scheduled off-duty hours but are provided with the opportunity to participate via telephone or videoconferencing, shall be entitled to pay at the rate of time and one-half (1 ½) for such meetings with a minimum of one (1) hour. Any employee that is not provided the opportunity to participate via telephone or videoconferencing shall continue to be compensated pursuant to Section 6.5.

7. COURT PAY

Any represented employee who is required to be in court on off-duty time as part of his/her job duties shall be entitled to pay at the rate of time and one-half (1½) for all court time with a minimum entitlement of three (3.0) hours at time and one-half (1½). In addition, such employee shall be entitled to a maximum of one (1) hour of total travel time at time and one-half (1½) for such court appearance, unless the employee utilizes a City vehicle to travel to court. It is understood that a represented employee who is required to appear in court during his/her shift and who is required to stay beyond the end of his/her shift, shall be entitled to pay at the rate of time and one-half (1½), but shall not be entitled to any minimum number of hours or to any travel time.

8. HOLIDAYS

8.1 Holiday Pay:

Employees will receive 112 hours of holiday pay per year.

Effective 1/1/03, the City agrees to pay out holiday pay over 26 pay periods. Holiday pay will be calculated by converting the number of observed and floating holidays in a calendar year to hours and multiplying that number by the employee's hourly rate. The figure derived will be divided by 26 pay periods.

8.2 Mandatory Overtime on Holidays:

Double time will be paid to any personnel who work (mandatory) overtime on the following four holidays: New Year's Day, July 4th, Thanksgiving and Christmas.

9. VACATION

9.1 Vacation Eligibility:

Employees shall be entitled to annual vacation leave with pay as it is accrued.

9.2 Vacation Schedule:

<u>Years of Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Annual Hours of Vacation</u>
4 & fewer	4.00	104
5	4.93	128
10	6.46	168
15	7.45	194

On an employee's 20th anniversary date of employment with the City of Burlingame, the employee will receive a one-time allotment of 16 hours of vacation in his/her vacation accrual bank. This allotment will be provided to current active Association members that have 20 or more years of service.

9.3 Vacation Accumulation:

Earned vacation time may be accumulated to a maximum of two (2) times the employee's annual accrual. Once in a calendar year (January – December), an employee who has reached the maximum vacation accrual may request to be paid-out Forty (40) hours of accrued vacation time. Such payout is subject to the Police Chief's approval.

9.4 Vacation During Leave of Absence:

An employee who is on leave of absence without pay shall not accrue vacation leave benefits.

9.5 Vacation Scheduling:

Vacations shall be scheduled bi-yearly by employees with the approval of the Police Chief or his/her designee. Scheduling shall be done in accordance with Sections 1015 of the Burlingame Police Manual, Department Standard Operating Procedures.

Unit members shall be allowed to change scheduled vacation days if an opening exists on the vacation schedule, provided that the Chief or his/her designee is given notice forty-eight (48) hours in advance of such proposed change.

10. ADMINISTRATIVE LEAVE

Police Sergeants receive 64 hours of administrative leave per fiscal year and are entitled to overtime. Administrative leave is prorated based on the date of promotion.

Effective January 1, 2020, Sergeants will no longer receive Administrative Leave.

10.1 Administrative Leave Payout

Employees eligible for administrative leave may have a maximum of one year of administrative leave on the books and may request administrative leave payout at

any time by submitting the payout request on the timesheet. When administrative leave balances exceed the one-year maximum of 64 hours for Police Sergeants, hours that exceed the one-year maximum will automatically be paid out.

Effective January 1, 2020, employees with an administrative leave balance may request administrative leave payout at any time by submitting the payout request on the timesheet.

PERSONAL TIME OFF

Effective January 1, 2020 and then each subsequent January 1, Sergeants shall receive thirty six (36) hours of personal leave time. This must be used during the calendar year in accordance with Department staffing policy or be forfeited on December 31. Personal Time Off (PTO) will be accounted for in a separate account. This will be loaded in the first full pay period of the calendar year each year.

11. TUITION REIMBURSEMENT

Employees in this unit are eligible for professional development and tuition reimbursement per the terms of the City's Administrative Procedures.

12. SICK LEAVE

12.1 Sick Leave Defined:

Sick Leave is absence from duty with pay because of an employee's illness or injury; or to attend medical, dental, or optical examinations or treatments for the employee; or to care for an immediate family member who is ill and requires the employee's care. Sick leave shall not be considered as a right that an employee may use at his/her discretion, but shall be allowed in case of necessity and actual personal or immediate family illness.

12.2 Sick Leave Accrual:

All full time regular and probationary members shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period to a maximum of 2080 hours. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability resulting from employer service.

12.3 Maximum Sick Leave Accrual:

Sick Leave with pay shall be granted to all full-time regular and probationary employees to a maximum of 2080 hours.

12.4 Notification of Sickness:

Sick leave usage will be in conformance with the Police Manual Standard operating Procedure Section 1014

12.5 Sick Leave Monitoring Program:

The record keeping to determine sick days used will be from January 1 to December 31 of each year. Sick leave monitoring will be in accordance with the Department's standard operating procedures.

12.6 Sick Leave for Care of Family:

Sick leave to care for family members will be in conformance with the City's Administrative Procedure, Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and other federal and state leave requirements. Generally, these laws grant up to twelve (12) weeks of leave in a twelve (12) month period, to care for members of the employee's immediate family. Employees who feel they may need to exercise their rights for extended family medical leaves should talk to their supervisors and/or the Human Resources Department.

The immediate family shall consist of the spouse, children, parents, brothers, sisters, grandparents, grandchildren, domestic partners, and stepchildren. The employer shall grant such sick leave only for the purposes of sickness or disability as provided above when the relationship of the sick or disabled person to the employee warrants such use of accumulated sick leave.

12.7 Sick Leave Upon Retirement:

Upon retirement, the employee shall be entitled to and be compensated for up to 600 hours of the employee's accumulated sick leave.

12.8 Sick Leave Conversion:

Employees can elect to have all sick leave hours converted to CalPERS credible service per GC Section 20965. If an employee elects to have sick leave hours paid out per Section 12.7, the remaining sick leave balance not paid out is eligible for conversion to credible service per GC Section 20965. The maximum available for conversion after payout is 2080 hours. Any sick leave hours paid out at retirement are not eligible for conversion.

13. LEAVES OF ABSENCE

13.1 Industrial Accident Leave:

Industrial accident leave means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for coverage under the provisions of the Worker's Compensation laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance. The City waives the 3-day waiting period for accepted claims. Police unit members shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and other applicable State law. All temporary disability benefits shall be assigned to the City.

13.1.1 Benefits During Disability:

No represented employee shall be denied the normal accrual of vacation or sick leave benefits during a period of disability accepted for coverage under the provisions of the Worker's Compensation laws of the State of California. All benefits, which include medical, dental, vision, and life insurance are continued, during an absence that has been accepted for coverage under the provisions of the Worker's Compensation laws of the State of California.

13.2 Military Leaves of Absence:

In addition to the leaves of absence herein provided for members of the classified service, those Sergeants/Commanders or employees in such service who are members of the National Guard or Reserve Corps in the federal Army, Navy, Air Force, Marine or Coast Guard Service shall be entitled to leaves of absence authorized and provided by the military and veterans' code of the State of California, and in addition thereto shall be entitled to the rights and privileges authorized by said military and veterans' code with respect to status and re-employment.

13.3 Other Leaves of Absence With or Without Pay:

The City Manager may, for good cause, grant other leaves of absence with or without pay for up to one (1) year.

13.4 Jury Duty Leave:

Every full-time employee of the City who is called and required to serve as a trial juror shall be entitled to jury duty leave during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid his/her full salary and shall reimburse the City any payments received, except for travel pay.

13.5 Absence Without Official Leave (AWOL):

Failure on the part of any employee, to report to duty at his/her regularly scheduled starting time shall be considered absence without official leave and may be cause for disciplinary action.

13.6 Bereavement Leave:

In the event of a death in the immediate family or a member of the household of an employee, absence from duty shall not exceed three (3) work days. In the event of the death of a relative not a member of the immediate family, absence from duty shall not exceed one (1) day. Such absences shall not be charged to sick leave. In the event of the death of a non-family member, an employee shall be allowed to use vacation or CTO.

For the purposes of this section, "immediate family" means parent, spouse, domestic partner, child, sibling, grandparents, mother-in-law, or father-in-law.

14. GRIEVANCE PROCEDURE

14.1 Definitions:

14.1.1 "Days" as used herein shall be days when the City Hall of the City of Burlingame is open for business.

14.1.2 "Grievance" is a written allegation by a unit employee, submitted as herein specified, claiming violation(s) of the specific express terms of this Agreement for which there is no Civil Service or other specific method of review provided by City law.

14.1.3 "Grievant" is an individual employee or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum of Understanding.

14.2 Steps:

14.2.1 Step 1:

The grievant shall discuss the grievance with his/her immediate supervisor within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. If the issue is not resolved, the grievant shall be entitled to proceed to Step 2.

14.2.2 Step 2:

Within ten (10) days of the conclusion of the Step 1 meeting, the grievant shall file with the Police Chief a written grievance on the agreed upon form, which is attached as "Appendix A," setting forth the following:

Name
Classification
Section or sections of the MOU allegedly violated
Remedy sought

Within ten (10) days of receipt of the written grievance, the Police Chief will meet with the grievant and his/her representative to attempt to reach a satisfactory resolution.

14.2.3 Step 3:

If the grievance remains unresolved at Steps 1 and 2, it may be appealed to the Human Resources Director within ten (10) days of the conclusion for the meeting described in Step 3. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance. The Human Resources Director shall respond to the grievance within ten (10) days of receipt of the written appeal. The determination of the Human Resources Director shall be final, except as provided in Step 4.

14.2.4 Step 4:

(a) If not satisfied with the decision at Step 3, the grievant, within five (5) days after receipt of the Step 3 response, may request in writing that the Association submit the grievance to advisory arbitration. Within ten (10) days of the grievant's receipt of the decision at Step 3, the Association shall inform the City of its intent as to whether or not the grievance will be arbitrated. Should the Association deem that the grievance not be continued as an Association grievance, it shall so inform the City within ten (10) days. This shall not preclude an individual grievant from pursuing the arbitration procedure, as provided below.

(b) The Association or individual grievant, by written notice to the City Manager within fifteen (15) days of the Step 3 response, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request of the State Mediation Conciliation Service (SMCS) a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

(c) In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit, in writing, his/her findings and award to the Association and the City.

(d) The award of the arbitrator shall be advisory to the City Manager.

(e) The arbitrator will have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations and procedures of the City; nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

(f) The fees and expenses of the arbitrator and each hearing shall be borne equally by the City and the Association; or if an individual pursues arbitration without the Association's consent, said individual shall share equally in the cost with the City. All other expenses shall be borne by the party incurring them.

(g) If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have

such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance that would thereafter be conducted by a second and different arbitrator. The selection of the arbitrator will be as described in Section 14.2.5 (b) above. The fees and expenses of the separate arbitrator deciding the issue or arbitrability shall be borne by the party that raised the question of arbitrability.

14.3 Failure to Pursue:

14.3.1 Any failure by a grievant to pursue his/her grievance to the next step within the time limits shall be a voluntary abandonment of the grievance and the grievant shall not thereafter be entitled to pursue said grievance. The grievance will be deemed settled.

14.3.2 Any failure by the City to respond within the time limits set forth shall entitle the grievant to pursue his/her grievance to the next step.

14.3.3 By mutual written consent by both the City and grievant, an extension can be granted for any step in the grievance process.

14.4 Representation:

14.4.1 A grievant shall be entitled to be represented by his/her Association and/or his/her attorney at any grievance meeting or discussion described in any one (1) of the steps of the grievance procedure; provided, however, in no event shall more than one (1) City employee, in addition to the grievant, attend such grievance meetings as representative. The limitations of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the grievance.

14.4.2 Neither the grievant nor his/her representative shall suffer loss or pay for attending the meetings described in the steps of the grievance procedure.

14.4.3 Except for grievance meetings described in the steps of the grievance procedure, neither grievant nor any representative of the grievant shall be entitled to use regular work time to process the grievance.

14.5 Other Procedures:

The grievance procedure set forth herein shall supersede and replace any other grievance or appeal procedures otherwise available to represented employees and are deemed sufficient to satisfy procedural due process requirements for such hearings and/or appeals. Nothing contained herein to the grievance procedure shall apply to employee disciplinary matters.

15. HEALTH AND WELFARE

15.1 Flexible Benefits Plan:

Under the Flexible Benefit Plan the City's monthly contribution for the individual employee and the employee's eligible dependents shall be the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

In addition, the City shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account. The City shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All amounts listed below include the Minimum Employer Contribution (MEC):

- Employee only: third highest plan CalPERS Bay Area Region premium rate for Employee only
- Employee plus one: third highest plan CalPERS Bay Area Region premium rate for Employee plus one
- Employee plus two or more: CalPERS Bay Area Region premium Kaiser family rate

An employee may use any benefit allowance stated above toward the cost of employer-provided PERS Health insurance for the employee and eligible dependents. An employee may not use the benefit allowance for other reasons.

Any employee that enrolls in a Medical Plan that has a higher premium than the City's contribution, as stated above, will pay the difference via pre-tax payroll deductions.

NO PLAN – Any employee that demonstrates they have medical insurance from another service will receive three hundred and fifty dollars (\$350) per month in lieu of medical benefits. The cash payment is subject to normal taxation.

15.2 Retiree Medical Benefits

15.2.1 Retiree Medical for Employees Hired Prior to June 26, 2006 Who Retire Prior to January 1, 2014 (Tier 1):

Employees hired prior to June 26, 2006 who retire prior to January 1, 2014 with a minimum of five (5) years of service with the City, will receive a retiree medical benefit equivalent to the amount necessary for actual enrollment in single, two-party, or family coverage, up to a maximum dollar amount of the Kaiser family premium rate.

15.2.2 Retiree Medical for Employees Hired Prior to June 26, 2006 Who Retire On or After January 1, 2014 (Tier 1a):

Effective January 1, 2014, employees hired prior to June 26, 2006, who retire from the City with five (5) years of City service, will receive a retiree medical benefit in accordance with the following:

- For eligible retirees, the City contribution will be equivalent to the Bay Area Region premiums for Blue Shield Access HMO Single, Blue Shield Two-Party, or Kaiser Family coverage as applicable.
- For eligible retirees who are 65 years of age or older and enrolled in Medicare, or a Medicare Combination plan, the City contribution will be equivalent to the Medicare, or Medicare Combination supplement plan premium for the Bay Area Region for Blue Shield Access HMO Single, Blue Shield Two-Party, or Kaiser Family coverage as applicable.

If the Blue Shield Access HMO or Kaiser is no longer offered by CalPERS medical, the employee will receive the contribution equal to the third highest cost plan offered by CalPERS medical.

15.2.3 Retiree Medical for Employees Hired After June 26, 2006 and Before November 1, 2010 (Tier 2):

Employees hired on or after June 26, 2006 (the date of implementation of the 3.0% @50 Retirement Benefit) and before November 1, 2010, will receive retiree medical contributions based on years of service with the Police Department.

The retiree medical contribution for employees who have a service retirement will be as follows:

Years of Service	Monthly Contribution
0-end of 9 th year of service	Minimum monthly amount as governed by the CalPERS Health System.
10 years to the end of the 14 th year of service	50% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.
15 years to the end of the 19 th year of service	75% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.
20 years of service or more	100% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.

15.2.4 Industrial Disability Retiree Medical Benefits for Employees Hired On

or After June 26, 2006 and Before November 1, 2010 (Tier 2):

This section does not affect employees hired before June 26, 2006. For employees hired before June 26, 2006, the City's contribution for health insurance premiums shall equal the amount received by active employees.

Employees hired after the implementation of 3% @50 (June 26, 2006) and before November 1, 2010 that have an industrial disability retirement will have a retiree medical contribution as follows:

Years of Service	Monthly Contribution
0-end of 19 th year of service	75% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.
0-end of 19 th year of service	100% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent if the disability is the direct result of performing a specific job task unique to that of a Police Officer (examples include, but are not limited to, operation of an emergency vehicle, involvement in a shooting, apprehension of a suspect, rescue of a citizen, assault by a suspect or other individual or direct involvement in a vehicle accident).
20 years of service or more	100% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.

15.2.5 Retiree Medical for Employees Hired On or After November 1, 2010 (Tier 3):

Employees hired on or after November 1, 2010 shall receive the following contributions to a Retiree Health Reimbursement Arrangement (HRA), based on years of service with the Police Department, in lieu of the Retiree Medical Benefits in Section 15.2.1, 15.2.2 and 15.2.3.

Years of Service	Monthly Contribution
0- to the end of the 4th year of service	2.0% of base pay
5 years of service to the end of the 19 th year of service	3.0% of base pay
20 years of service or more	5.5% of base pay

15.3 Dental:

Effective January 1, 2023 and every calendar year thereafter, through Navia Benefit Solutions, the City will reimburse up to \$2,500 per year per employee for dental expenses and \$1,500 per dependent per year, not to exceed \$3,000 cumulative per year for all eligible dependents. This benefit includes orthodontics.

15.4 Vision:

The Association will continue vision coverage under the City's self-insured vision pool.

15.5 Life Insurance:

During the term hereof, the City agrees to provide life insurance to the extent of one hundred thousand dollars (\$100,000) coverage for members of the bargaining unit.

The City also agrees to offer supplemental life insurance. The cost for supplemental life insurance will be paid for by the employee through payroll deduction.

15.6 Deferred Compensation:

Full time regular employees are eligible, subject to IRS regulations and the terms and conditions thereof, to participate in the deferred compensation plans made available to all city employees.

Effective January 1, 2006, the City shall provide a matching contribution of up to forty-five dollars (\$45.00) per pay period to an employee's deferred compensation account.

15.7 Section 125 Flexible Benefit Plans:

The City will provide dependent daycare reimbursement and healthcare reimbursement plans per the provisions of IRS Section 125.

15.8 Retiree Health Reimbursement Arrangement (HRA):

The City shall contribute one percent (1%) of base salary per pay period into the retiree HRA plan.

Fees will be paid in accordance with the Plan Document.

During the term of this MOU, the Association may elect to contribute a set amount of salary to the retiree HRA for each employee in the bargaining unit, and/or contribute separation pay to the retiree HRA. The City shall be notified of any such election sixty (60) days prior to the effective date.

16. UNIFORM ALLOWANCE

Effective January 1, 2008 the City agrees to pay one thousand, one hundred and ten dollars (\$1,110) annually per employee.

Effective June 26, 2017, uniform allowance will be paid bi-weekly with the regular payroll check.

16.1 It is understood that the City shall provide and maintain all employees with required safety equipment. Any failure or refusal by any employee to care for and maintain a proper uniform or equipment shall be deemed cause for discipline.

17. PROBATIONARY PERIOD

17.1 All original appointments shall be tentative and subject to a probationary period of twelve (12) months of actual service from the date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

17.2 The department head having authority over any employee serving under a probationary appointment may determine at any time prior to completion of the standard period of the probationary appointment that it is in the best interest of the City to extend the period of the probationary appointment of the employee. Such determination shall be in writing and shall be provided to the appointing authority and the employee prior to the expiration date of the employee's standard probationary period. No extension of the probationary period shall be for more than six months, except that in the event of a work related disability, any extension of the probationary period to allow the employee time for recovery from such disability shall not be considered with respect to the above limitation. The City may extend the probationary period for an equal period of time in case of an absence of thirty (30) days or more for extended sick or accident leave.

17.3 Employees may be suspended or separated from the City at any time during the probationary period, except as otherwise provided by law.

17.4 Any regular employee rejected during the probationary period following a promotional appointment, or prior to the conclusion of the probationary period, shall be reinstated to the position from which they were promoted unless conditions warrant their dismissal.

18. LAYOFF AND RECALL

18.1 Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the City service, unless that employee has been offered the temporary work.

18.2 When the Police Chief is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules:

18.2.1 Layoffs shall be according to reverse order of seniority as defined by total City service.

18.2.2 An employee may demote or transfer to a vacant position for which he/she possesses the necessary skills as determined by the minimum qualifications and job specifications for the position.

18.2.3 The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years

18.2.4 Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

18.2.5 The City further agrees to meet and confer with the Association and reach mutual agreement prior to said layoff concerning all ramifications of the proposed layoff.

19. DEMOTION, SUSPENSION AND DISMISSAL OF PERMANENT EMPLOYEES

19.1 Demotion:

No permanent employee shall be demoted in grade or pay step for disciplinary reasons without just cause, and no employee shall be demoted to a position for which he does not possess the minimum qualifications. Written notice of demotion shall be given by the Police Chief to the employee before the effective date of the demotion. The employee shall be entitled to appeal the action in accordance with Section 19.5 of this Agreement.

19.2 Suspension Without Pay:

The Police Chief may suspend without pay an employee from his position at any time for disciplinary purposes. Suspension without pay shall not exceed thirty (30) calendar days without confirmation by the City Manager. Such suspension shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with Section 19.5 of this agreement.

19.3 Discharge:

A permanent employee may be discharged for just cause. Such discharge shall be in accordance with applicable State and Federal laws. The employee

shall be entitled to appeal the action in accordance with Section 19.5 of this agreement.

- 19.4 The Police Chief will issue a notice of Intended Discipline before suspending without pay, demoting or discharging a Police Sergeant. Such notice will advise the employee of his/her due process rights to a "Skelly" hearing. At the employee's request, the Police Chief will conduct such a "Skelly" hearing to consider any exonerating or mitigating evidence.
- 19.5 Within five (5) business days upon receipt of the Notice of Imposition of Discipline, the employee, by written notice to the Human Resources Director, may request an appeal hearing be submitted to an ad hoc review board. Business days are defined as days that City Hall is open to the public.

The ad hoc review board shall be selected as follows: The City shall select one member, the employee shall select one member and the two members thus chosen will select a third impartial member from a list supplied by the State Mediation Conciliation Service (SMCS) who will serve as Chair of the board.

SMCS will supply a list of five names of persons experienced in disciplinary hearings. Each party shall alternately strike a name until one remains. The remaining panel member shall be the third member of the ad hoc review board. The order of the striking shall be determined by lot. The City will pay the fees of the panel Chair selected from SMCS.

The board shall, as soon as possible, hear and receive evidence and render a decision on the disciplinary action. Such a hearing will not be open to the public and will be recorded by a Court Reporter paid for by the City. The disciplinary action can be upheld, modified, or rejected by the panel. The board's decision will be explained in writing and any changes or modifications to the disciplinary action clearly explained. The decision by the board is advisory to the Human Resources Director. The Human Resources Director can adopt the proposed decision in its entirety; reject the proposed decision; refer the case back to the panel to take additional evidence and then render a decision; or modify the decision.

20. EXPENSE REIMBURSEMENT FOR CITY BUSINESS

If prior approval has been obtained from the City, personal expenses incurred shall be reimbursed. These reimbursements shall be based on the most economical means of travel but if use of a personal auto is authorized, payment shall be at the same rate established by the IRS. Upon prior department head authorization, the cost of food at meetings shall be reimbursed. If required to stay overnight or nights, the City shall reimburse the employee for all lodging and necessary expenses.

Use of Personal Cell Phone For City Business

A Sergeant who uses their personal cell phone for City business will receive \$40 per month, paid twice a year.

21. SEPARATION PAYS

Accumulated Leave Allowance For Separated Employees

Employees who separate shall be paid the straight-time, base pay, salary equivalent in a lump sum for all eligible accrued leave earned (vacation, administrative leave, holiday, eligible sick leave). CTO shall be cashed-out at the FLSA Regular Rate of Pay.

22. SENIORITY

Seniority begins on the first day of permanent employment with the City of Burlingame. If an employee is rehired after separating service for more than six (6) months, the prior employment shall not be attributed for seniority purposes. The City shall keep an up-to-date seniority list of all employees covered by this Agreement.

23. RESIGNATION

In order to leave the Department in good standing, an employee shall file with the Police Chief a written resignation. The written resignation must be submitted within two (2) weeks of separation and shall state the effective date and reasons for leaving. Once the resignation has been accepted in writing by the Police Chief, it shall be irrevocable.

24. RETIREMENT

The City agrees to continue to maintain a contract with the Public Employees' Retirement System (CalPERS) to provide:

24.1 Classic Employees

A classic employee is 1) any full-time employee hired prior to January 1, 2013 or 2) a full-time employee hired after January 1, 2013, who was already a member of a public employee retirement system at the time of hire by the City with a break in service of no more than six months between the employee's prior public employee retirement system participating agency and the City. Classic employees shall be members of PERS, as provided by the terms of the contract in effect between the City and PERS which includes:

- Government Code Section 21362.2 - 3.0% @ 50 Benefit formula
- Government Code Section 20042 – One Year Final Compensation
- Government Code Section 21574 – 4th level 1959 Survivor Benefits
- Government Code Section 21624 – Post Retirement Survivor Allowance
- Government Code Section 2102 – Military Service Credit as Public Service

- Effective the first pay period of January 2015, employees shall contribute an additional 1.0% towards retirement for a total contribution of 10.0%

- Effective the first pay period of January 2016, employees shall contribute an additional 1.0% towards retirement for a total contribution of 11.0%

- Effective the first pay period of January 2017, employees shall contribute an additional 1.0% towards retirement for a total contribution of 12.0%

- Effective the first pay period of January 2018, employees shall contribute an additional 1.0% towards retirement for a total contribution of 13.0%.

24.2 For New Members Hired On or After January 1, 2013

New members of PERS, who are hired after January 1, 2013, shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” (as defined by Government Code Section 7522.04(g)) for the 2.7% @ 57 formula rounded to the nearest quarter of 1 percent. Other terms shall include:

- Government Code Section 7522.32 – Three Year Final Compensation
- Government Code Section 7533.3 – No employer payment for employee contribution.
- Government Code Section 21574 – 4th level 1959 Survivor Benefits
- Government Code Section 21624 – Post Retirement Survivor Allowance
- Government Code Section 2102 – Military Service Credit as Public Service

- Employees shall make retirement contributions in accordance with PEPRA.

The City shall provide the deferral of retirement deductions by IRS 414 H(2).

25. CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down or refusal to perform job functions during the term of this Agreement.

26. NO LOCKOUT

The City agrees not to engage in any lockout during the term of this Agreement.

27. RIGHTS

27.1 City Rights:

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution of the United States, the Constitution of California, the laws of the United States, the laws of California, and the ordinances and resolutions of the City of Burlingame and shall be limited only by the express and specific terms of the Memorandum.

27.2 Employee Rights:

Nothing contained in this Memorandum of Understanding shall prohibit the Association from meeting and conferring on matters within the scope of representation as provided by law. The City acknowledges the employees and the Association retain all rights under Section 3500 et. seq. of the California Labor Code.

28. EFFECT OF AGREEMENT

This Memorandum of Understanding shall supersede any prior Memoranda of Understanding, rules, regulations or ordinances in direct conflict with the provisions hereof.

29. MODIFICATION

There will be no alteration or modification of any provision contained in this Memorandum without the written consent of all parties hereto.

30. TOTAL AGREEMENT

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. Any matter not contained in this Memorandum has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

31. SEPARABILITY OF PROVISIONS

Should any section, clauses 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 provision 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 provisions rendered or declared illegal.

32. TERM


The term of this agreement shall begin on January 1, 2023 and expire on December 31, 2025.

BURLINGAME POLICE
SERGEANTS ASSOCIATION


CITY OF BURLINGAME

Date: 9/18/2023

Date: 9/13/2023




David Perna, President




Lisa K. Goldman, City Manager




Joseph Morrell, Negotiator



Maria Saguisag-Sid, Human Resources
Director



Peter Hoffman, Negotiator



Timothy L. Davis, Negotiator

APPENDIX A**Salary Schedule**

City of Burlingame
 Classifications and Salaries for the Burlingame Police Sergeants Association

JOB DESCRIPTION	PAY BASIS	STEP A	STEP B	STEP C	STEP D	STEP E
POLICE SERGEANT	ANNUAL	\$123,805.84	\$129,657.06	\$136,096.61	\$143,031.43	\$150,306.81
	MONTHLY	\$10,317.15	\$10,804.76	\$11,341.38	\$11,919.29	\$12,525.57
	BI-WEEKLY	\$4,761.76	\$4,986.81	\$5,234.49	\$5,501.21	\$5,781.03
	HOURLY RATE	\$59.5220	\$62.3351	\$65.4311	\$68.7651	\$72.2629

Appendix B

Grievance Form

**CITY OF BURLINGAME
POLICE DEPARTMENT GRIEVANCE FORM**

DEFINITION:

A grievance is defined section 16.1.2 in the current Memorandum of Understanding (MOU). Please check this definition before filing a grievance. A “working day” is defined as days when the City Hall of the City of Burlingame is open for business.

1. **Employee Name:** _____
2. **Date filed with Supervisor:** _____
3. **Date filed with Union:** _____
4. **Department:** _____
5. **Specific clause(s) of the agreement allegedly violated:**

Specific clauses:

6. **Statement of Grievance:**

7. Remedy requested under this agreement:

8. Are you being represented by another person or the Union on this matter?

_____ **Yes** _____ **No**

If applicable, name of representative:

9. Grievant 's signature:_____

Date:_____

cc: Human Resources Director