

MEMORANDUM OF UNDERSTANDING
BETWEEN
BURLINGAME POLICE OFFICERS 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

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 Officer
Police Officer Trainee

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 employee in accordance with the procedures set forth herein.

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.

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.
- 2.9 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.
- 2.10 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.

- 2.11 The Association may, with the prior approval of the City Manager or his/her designee, use City facilities for meetings of City employees represented by the Association provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees.
- 2.12 The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, chalk and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.
- 2.13 The Association may use portions of City bulletin boards to post Association materials under the following conditions:
 - 2.13.1 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.
 - 2.13.2 All materials must be dated and must identify the organization that published them.
 - 2.13.3 The City reserves the right to determine where bulletin boards shall be placed.
- 2.14 Any bargaining unit member who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Association representation at such meeting; provided, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitations of this Section shall apply to employees on paid release time and not to Association staff for witnesses who may be necessary to the meeting.
- 2.15 The Association shall be allowed to continue the present practice of Association provided bulletin boards in each station. Posting and control of materials shall be the responsibility of the Association. The Association agrees to post nothing to discredit the City or its employees.

3. ACCESS RIGHTS

- 3.1 Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Police Chief or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.
- 3.2 Solicitation of membership and activities concerned with the internal management of an employee organization such as collecting dues, campaigning for office, conducting elections and distributing literature shall not be conducted during work hours.
- 3.3 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.

4. 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.

5. 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.

6. SALARY PLAN AND PREMIUM PAYS

Effective February 22, 2023, 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 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%).

6.1 Premium Pays will be provided as follows:

6.1.1 Effective April 15, 2002, the department will implement a 12-hour shift program. Shift differential for the 12-hour program will be as follows:

Shifts 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.

6.1.2 An Officer that is not assigned to one of the shifts defined above will qualify for a 6% shift differential if more than one-half (½) of the Officer’s shift is from 18:00 – 06:00. The differential will apply to the entire shift. If less than one-half (1/2) the shift is between 18:00 - 06:00, the differential will only apply to the hours worked within 18:00 - 06:00.

6.1.3 Effective December 30, 2001, the City will provide a 7% premium pay differential (Police Investigator Premium) to Association members assigned as Inspectors. This is compensation to officers who are routinely and consistently assigned to analyze crimes or investigate accidents.

6.1.4 Effective December 30, 2001, 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.

6.1.5 Effective December 30, 2001, while assigned to active training of a new officer, Field Training Officers shall receive an 18.75% differential (Training Premium). This is compensation to employees who are routinely and consistently assigned to train employees.

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

6.1.6.1 Effective January 1, 2002 an employee with an Intermediate POST certificate shall receive a 5% premium pay differential and an employee with an Advanced POST certificate shall receive a 7% premium pay differential (Peace Officer Standard Training (POST) Certificate Pay).

6.1.7 The City will provide a 5.0% premium pay differential (Motorcycle

Patrol Premium) to Association members assigned to motorcycle duty (to operate and/or patrol on motorcycle.

- 6.1.8 The City will provide a 5.0% premium pay differential to Association members assigned to canine officer duty. Effective January 1, 2019, any officer assigned and issued a new canine will not receive a differential premium pay.

Effective January 1, 2019, Association members assigned and issued a new canine will receive 2 hours CTO, which will accrue at the level of 3 hours leave per work week, in recognition of the time spent in care, grooming etc. Hours count towards the maximum accumulation for CTO.

- 6.1.9 The City will provide a 5.0% premium pay differential (Police Liaison Premium) to Association members assigned to school resource officer duty. This is compensation paid to officers who are routinely and consistently assigned to function as a liaison between special groups (a school) and the police department.

- 6.1.10 Effective September 23, 2010, the City will provide a 7.5% premium pay differential (Lead Worker/Supervisor Premium) to Association members assigned as Corporal. This is compensation to officers who are routinely and consistently assigned to a lead position.

- 6.1.11 The City will provide a seven percent (7%) premium pay differential to Association members assigned to the Community Response Team (C.R.T.). This differential is Special Compensation (shift differential) paid to employees who, in addition to C.R.T. special duties, are routinely and consistently scheduled to work other than a standard "daytime" shift.

- 6.2 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.

- 6.3 The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed unless the City determines that appointment to another step is in the best interests of the service.

Permanent employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications, upon satisfactory evaluation, after completion of one (1) year of full time

service in each of the salary steps for the classification upon the anniversary of the employee's appointment date or revised salary anniversary date. The Police Chief may grant an early step increase after completion of six (6) months in a classification subject to City Manager approval. Granting an early step increase may result in a revised salary anniversary date for future step increases.

6.3.1 Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

6.3.2 Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.

6.4 When employees are promoted, they shall normally receive the first step in the salary range for their new positions. However, if such step results in a salary increase of less than five percent (5%), they shall receive the first step in the range which results in a minimum 5% increase.

6.5 Paydays shall be every other Friday.

6.6 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.

6.7 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.

7. DAYS AND HOURS OF WORK

7.1 Work Schedule:

Work schedule is subject to Department policies and practices.

7.1.1 Effective April 15, 2002, the Department will implement an Alternative Work Schedule program. Such program will include 12-hour shifts.

7.2 Overtime Definition:

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

7.2.1 Effective April 15, 2002 the Department will implement an Alternative Work Schedule Program. Once implemented, Officers 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.

7.2.2 Overtime details are assigned in accordance with Section 1037 of the Burlingame Police Manual, Department Standard Operating Procedures.

7.3 Compensatory Time Off:

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

7.4 Mandatory Overtime:

Should an employee be mandated to work in an overtime situation, the employee shall be compensated at one and one half (1½) times the employee's regular rate of pay.

7.5 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.

7.6 Call Back:

Call back time shall be paid at time and one-half (1½) with a four-hour minimum.

7.7 Paid Work Details:

Employees who volunteer for Paid Work Details outside their scheduled hours shall receive payment in accordance with Section 7.2 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 7.6 Call Back.

7.8 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 7.6.

8. 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.

9. ACTING PAY/TEMPORARY UPGRADE PAY

Any regular full-time unit member who is assigned to work in a higher classification within the unit shall receive the rate of pay of the higher classification for the duration of the assignment. The employee serving in an acting capacity shall be moved to the salary step of the higher classification that represents a minimum 15% increase, on base pay. 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.

10. HOLIDAYS

The holidays to be observed are as follows:

New Year's Day	January 1
Lincoln's Birthday	February 12

Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Indigenous People's Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day Day After Thanksgiving	Fourth Thursday and Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

When approved by the City Council, holidays shall also include every day proclaimed by the President of the United States or the Governor of California, as a public holiday and every day declared as a national day of mourning or special day. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed. If the holiday falls on an employee's regularly scheduled time off, overtime or compensatory time off shall be granted.

10.1 Holiday Pay:

Employees will receive 112 hours of holiday pay per year. Effective the first pay period of January 2011, the City agrees to pay out holiday pay over 26 pay periods. Holiday pay will be calculated by converting the number of designated 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.

10.2 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.

11. VACATION

11.1 Vacation Eligibility:

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

11.2 Vacation Schedule:

<u>Years of Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Annual Hours of Vacation</u>
4 & less	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 will be provided to current active Association members that have 20 or more years of service effective 01/01/02.

11.3 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 40 hours of accrued vacation time. Such payout is subject to the Police Chief's approval.

11.4 Vacation During Leave of Absence:

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

11.5 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.

12. PERSONAL TIME OFF

Effective January 1, 2002 and then each subsequent January 1, Police Officers shall receive twenty-four (24) 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.

13. TUITION REIMBURSEMENT

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

14. SICK LEAVE

14.1 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.

14.2 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.

14.3 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.

14.4 Notification of Sickness

Sick leave usage will be in conformance with the Police Manual Standard operating Procedure (Currently section 1014).

14.5 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.

14.6 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.

14.7 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.

14.8 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 14.7, 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.

14.9 Modified Duty:

Employee on sick leave may request to be assigned to modified duty per the terms of the City's Administrative Procedure 4.29 – Modified Duty. This policy is contained in Appendix C of this document.

14.10 Catastrophic Illness or Injury Leave/Provisions:

Employees may donate sick leave per the terms of the City's Administrative Procedure.

15. LEAVES OF ABSENCE

15.1 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.

15.1.1 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.

15.1.2 Modified Duty while on Accident Leave:

Employees who are on accident leave may be assigned by the City to modified duty per the terms of the City's Administrative Procedure Modified Duty.

15.2 Military Leaves of Absence:

In addition to the leaves of absence herein provided for members of the classified service, those officers 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

16. GRIEVANCE PROCEDURE

16.1 Definitions:

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

16.1.2 "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.

16.1.3 "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.

16.2 Steps:

16.2.1 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.

16.2.2 Step 2:

Within ten (10) days of the conclusion of the Step 1 meeting, the grievant shall request a meeting with the lieutenant. If the issue is not resolved, the grievant shall be entitled to proceed to Step 3.

16.2.3 Step 3:

Within ten (10) days of the conclusion of the Step 2 meeting, the grievant shall file with the Police Chief a written grievance on the agreed upon form, which is attached as "Appendix B," 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.

16.2.4 Step 4:

If the grievance remains unresolved at Steps 1, 2, and 3, it may be appealed to the Human Resources Director within ten (10) days of the conclusion for the meeting described in Step 4. Said appeal shall be in the form of a written request to proceed to Step 4, 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 5.

16.2.5 Step 5:

(a) If not satisfied with the decision at Step 4, the Association, within ten (10) days after the receipt of the written decision at Step 4, shall inform the Human Resources Director, in writing, of its intent as to whether or not the grievance will be submitted to arbitration.

(b) An arbitrator shall be selected by mutual agreement. If no agreement can be reached within ten (10) days of the notice, the parties shall request of the American Arbitration Association or the State Mediation and Conciliation Service a list of seven (7) 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. The decision of the arbitrator shall be final and binding upon all parties.

(c) 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.

(d) The fees and expenses of the arbitrator and each hearing shall be borne equally by the City and the Association. All other expenses shall be borne by the party incurring them.

(e) 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 16.2.5 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.

(f) Waiver of Other Remedies – Except for grievances alleging a violation of Section 4 No Discrimination , by submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Step 4 shall constitute an express election

on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

16.3 Failure to Pursue:

16.3.1 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.

16.3.2 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.

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

16.4 Representation:

16.4.1 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.

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

16.4.3 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.

16.5 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.

17. HEALTH AND WELFARE

17.1 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: up to the third highest plan CalPERS Bay Area Region premium rate for Employee only
- Employee plus one: up to the third highest plan CalPERS Bay Area Region premium rate for Employee plus one
- Employee plus two or more: up to the CalPERS Bay Area Region 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.

17.2 Retiree Medical:

17.2.1 Retiree Medical for Employees Hired Prior to June 26, 2006 Who Retired Prior to January 1, 2017 (Tier 1):

Employees hired prior to June 26, 2006 who retire prior to January 1, 2017 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.

17.2.2 Retiree Medical for Employees Hired Prior to June 26, 2006 Who Retire On or After January 1, 2017 (Tier 1a):

Effective January 1, 2017, 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.

17.2.3 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.

17.2.4 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.

17.2.5 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 17.1.1 and 17.1.2 Retiree Medical. Contributions will begin upon appointment as a sworn police officer.

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
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- 17.3 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 orthodontic.
- 17.4 Vision:
The Association will continue vision coverage under the City's self-insured vision pool.
- 17.5 Life Insurance:
During the term hereof, the City agrees to provide life insurance to the extent of Seventy-five Thousand Dollars (\$75,000) coverage for members of the bargaining unit.
- 17.6 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 December 30, 2001 the City shall provide a matching contribution of up to Thirty Dollars (\$30.00) per pay period to an employee's deferred compensation account. This contribution is being made in lieu of the City providing Long-term disability coverage to Association members.
- 17.7 Section 125 Flexible Benefit Plans:
Effective January 1, 2002 the City will provide dependent daycare reimbursement and healthcare reimbursement plans per the provisions of IRS Section 125. These plans allow for pre-tax deductions for eligible health care and dependent day-care expenses. Dependents under the Section 125 plan include children and elderly parents that are economically dependent on the employee. Contact the Human Resources Department for complete plan information.
- 17.8 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.

18. UNIFORM ALLOWANCE

Effective January 1, 2011, the City agrees to pay One Thousand Eighty Five Dollars (\$1,085) annually per employee.

Effective January 1, 2012 the City agrees to pay One Thousand One Hundred Ten Dollars (\$1,110) annually per employee.

Effective January 1, 2017, uniform allowance will be paid bi-weekly with the regular pay check.

18.1 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.

19. PROBATIONARY PERIOD

19.1 All original appointments shall be tentative and subject to a probationary period of eighteen (18) months of actual service from the date of appointment as a sworn Police Officer. Upon satisfactory completion of such probationary period employees shall be appointed as regular employees.

19.2 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.

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

19.4 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.

20. LAYOFF AND RECALL

- 20.1 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.
- 20.2 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:
- 20.2.1 Layoffs shall be according to reverse order of seniority as defined by total City service.
- 20.2.2 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.
- 20.2.3 The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- 20.3 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.
- 20.4 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.

21. DISCIPLINE

- 21.1 Written Reprimands, Warnings, Documented Oral Counseling and Performance Evaluations:
Written reprimands, warnings, documented oral counseling and performance evaluations cannot be appealed in accordance with Section 16 Grievance/Arbitration Procedure, Section 21.09 or Section 21.10 of this Agreement
- 21.2 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 16.2.5 of this Agreement.

21.3 Suspension Without Pay Of More Than 40 Hours:

The Police Chief may suspend without pay an employee from his position at any time for disciplinary purposes. No permanent employee shall be suspended without pay for disciplinary reasons without just cause. 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 Association shall be entitled to appeal a suspension without pay of more than forty (40) hours in accordance with Section 16.2.5 of this agreement.

21.4 Suspension Without Pay Of 40 Hours Or Less :

The Police Chief may suspend without pay an employee from his position at any time for disciplinary purposes. No permanent employee shall be suspended without pay for disciplinary reasons without just cause. 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 suspension without pay of forty (40) hours or less in accordance with Section 21.9.

21.5 Reductions In Pay Equal To More Than A 40 Hour Suspension Without Pay:

The Police Chief may reduce an employees pay at any time for disciplinary purposes. Reductions in pay shall not exceed the equivalent of a thirty (30) calendar day suspension without pay without confirmation by the City Manager. Such reductions in pay shall be in accordance with applicable State and Federal laws. An employee shall be entitled to appeal a reduction in pay of the equivalent of more than forty (40) hours suspension without pay in accordance with Section 16.2.5.

21.6 Reductions In Pay Equal to 40 Hours Or Less Suspension Without Pay:

The Police Chief may reduce an employee's pay at any time for disciplinary purposes. Reductions in pay shall not exceed the equivalent of a thirty (30) calendar day's suspension without pay without confirmation by the City Manager. Such reductions in pay shall be in accordance with applicable State and Federal laws. An employee shall be entitled to appeal a reduction in pay of the equivalent of forty (40) hours or less suspension without pay in accordance with Section 21.9.

21.7 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 16.2.5 of this

agreement.

21.8 Notice of Intended Discipline:

The Police Chief will issue a notice of Intended Discipline before suspending without pay, reducing pay, demoting or discharging a Police Officer. 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.

21.9 Appeal Process:

Within ten (10) 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 the City Manager or a Department Head of the Associations choice.

The City Manager or the Department Head will conduct the appeal hearing within 60 calendar days of the written request for the appeal hearing.

The City Manager or the Department Head shall render a decision within 30 calendar days of the appeal hearing.

The decision of the City Manager or Department Head shall not be subject to appeal through Section 16 Grievance/Arbitration Procedure of this agreement.

21.10 Employee Appeal:

If an employee appeals a disciplinary action without the written support of the Association the employee may process the appeal in accordance with Section 16.2.4 Step 4 of the Grievance/Arbitration Procedure.

If the employee is not satisfied with the decision at Step 4, the employee, within 10 calendar days may request an appeal hearing by written notice to the Human Resource Director.

The Employee may request the appeal hearing be conducted by the City Manager or the Department Head of the employee's choice.

The City Manager or the Department Head will conduct the appeal hearing within 60 calendar days of the written request for the appeal hearing.

The City Manager or the Department Head shall render a decision within 30 calendar days of the appeal hearing.

The decision of the City Manager or Department Head shall not be subject to appeal through Section 16 Grievance/Arbitration Procedure of this agreement.

22. PROMOTION

22.1 Promotional Appointments:

Insofar as practicable and consistent with the best interests of the Department, all vacancies in higher positions shall be filled by promotion from within the service, after a promotional examination has been given and an eligibility list established.

22.2 Duration of Lists:

Each eligibility list shall remain in effect for a period of one (1) year. When deemed necessary and in the best interest of the City service, the Police Chief may, with the City Manager's approval, extend the eligibility list in effect for an additional period not to exceed two years. A statement of the reasons for any such extension shall be approved by the City Manager and recorded with the Human Resources Department.

22.3 Notification of Examination Results:

All applicants who complete the examination process for a position in a given classification shall be notified in writing relative to their passing or failing the examination process, and be advised of their scores and their individual ranking. They shall also be informed of the remaining steps and procedures that may occur before final disposition on their applications.

22.4 Promotional Tests:

The City agrees that recruitments for promotional positions will consist of a written and oral component.

The format for the test shall be provided to any qualified applicant within a reasonable amount of time (generally 30 days or more) prior to the testing procedure.

The City and the POA agree to meet and confer prior to the test to determine an appropriate assessment process.

23. PERSONNEL FILES

Each employee shall have the right to inspect and review any record relating to his/her performance as an employee or to a grievance concerning the employee that is kept or maintained by the City in his/her personnel file. The contents of such records shall be made available to the employee for inspection and review at reasonable time during the regular business hours of the City.

An employee shall receive a copy of any written reprimand or warning prior to it being placed in the employee's personnel file

The City shall provide an opportunity for the employee to respond in writing, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing any written response to be included as part of his/her permanent personnel record. No information shall be placed in a personnel file without the knowledge of the employee, and preferably should only be placed in the file along with the employee's signature and date.

24. 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 Police Officer in the Inspector or School Resource Officer specialty assignment, who uses their personal cell phone for City business, will receive \$40 per month, paid twice a year.

25. SAFETY COMMITTEE

The City and the Association agree to cooperate to the fullest extent in the promotion of safety.

26. 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 and unused leave (vacation, administrative leave, holiday, eligible sick leave). CTO shall be cashed-out at the FLSA Regular Rate of Pay.

27. 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 and post the seniority list in a conspicuous place. This provision is for the convenience of the parties and in case of any disputes concerning the accuracy of the posted list, the grievance procedure may be utilized.

Seniority will be used to determine shift bid assignments, days off and vacations. Overtime in each division of the Police Department will be based on seniority unless it calls for a special assignment or supervisor. This will be up to the discretion of the individual Lieutenants.

28. SHIFT BID

The senior Officer will bid first and this will continue until the least senior Officer has completed the bid. The Chief of Police or his designee will have discretion to assign Officers.

29. 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.

30. REHIRE PROCEDURE

30.1 Within a period of two (2) years of the effective date of his or her resignation, an employee who resigns in good standing is eligible to submit a formal written request to be rehired to a vacant position in the same classification as the position from which the person resigned. Upon receipt of the request to be rehired, the City shall place the employee's name on the rehire list for that classification in the order in which similar requests have been received, and the requesting employee's name shall remain on the rehire list for a period of three (3) years from the effective date of the employee's resignation.

30.2 Upon the occurrence of a vacancy in the classification, the City shall utilize an existing rehire list prior to pulling from or creating an eligibility list. The City shall contact the employee at the top of the rehire list to determine if the former employee is interested in the vacant position. If the former employee is not interested, the employee's name shall be removed from the rehire list. If the former employee is interested, the former employee's name will be submitted to the Police Chief for review. If the Police Chief determines the name submitted should not be rehired, he/she can continue to review names from the rehire list. Once the list is exhausted, the Chief may elect to utilize or create an eligibility list.

30.3 The Police Chief will have a background check conducted to determine the fitness of the former employee for rehiring. The former employee will also submit to a physical examination and a psychological evaluation to

determine fitness for duty.

- 30.4 If the Police Chief is satisfied with the results of the background check and the employee passes the physical examination and psychological evaluation, the Police Chief will forward the request for reinstatement to the City Manager for approval. If the former employee is rehired, the employee shall be placed at the same salary step as the employee held when the employee resigned.
- 30.5 As a condition of rehiring, the former employee will be required to undergo the training determined by the Chief of Police to be commensurate with the former employee's length of absence from City employment.
- 30.6 Any former employee who left employment more than six (6) months before being rehired shall serve a probationary period of one (1) years as a condition of being rehired.
- 30.7 Upon successful completion of the probationary period, the employee's vacation and sick leave accrual rate on the effective date of resignation plus the period of the probationary period shall be reinstated. Upon successful completion of the probationary period, the employee's sick leave balance as of the effective date of resignation shall be reinstated, unless the employee received a payout of sick leave.
- 30.8 No departmental seniority for prior employment shall be attributed to any former employee rehired unless the employee is rehired within six (6) months of the effective date of the former employee's resignation.
- 30.9 Anyone rehired under this section shall not be eligible to take any promotional examination during the employee's probationary period, if any, under this section.
- 30.10 Any employee who resigns from the Police Department will be removed from any existing promotion lists.

31. RETIREMENT

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

For Classic Employees (Sworn Personnel – Police Officer)

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 (6) 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 to contribute an additional 1.0% towards retirement for a total contribution of 10.0%.
 - Effective the first pay period of January 2016 employees to contribute an additional 1.0% towards retirement for a total contribution of 11.0%.
 - Effective the first pay period of January 2017 employees to contribute an additional 1.0% towards retirement for a total contribution of 12.0%.
 - Effective the first pay period of January 2018 employees to contribute an additional 1.0% towards retirement for a total contribution of 13.0%.

For New Members Hired on or after January 1, 2013 (Sworn Personnel – Police Officer)

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 fifty percent (50%) 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 one percent (1%). 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).

Police Officer Trainees are classified as Miscellaneous employees.

Effective 03/31/08, the City implemented the 2.5% at 55 retirement formula for miscellaneous employees hired on or before 12/31/12(Classic Employees).

Classic employees shall pay 1.5 % of the City’s contribution for the CalPERS retirement costs.

Miscellaneous employees hired on or after January 1, 2013, who are not considered "classic employees", shall receive the 2% @ 62 retirement benefit and are subject to the Public Employees' Pension Reform Act (PEPRA) rules. PEPRA employees do not pay 1.5% of the City's contribution for the CalPERS retirement costs.

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

33. 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.

34. NO LOCKOUT

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

35. RIGHTS

35.1 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.

35.2 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 the all rights under Section 3500 et. seq. of the California Labor Code.

36. 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.

37. MODIFICATION

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

38. 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.

39. 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.

40. TERM


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

POLICE OFFICERS' ASSOCIATION

Date: 9/18/2023




Joseph Morrell, President




Peter Hoffman, Negotiator

CITY OF BURLINGAME


Date: 9/14/2023



Lisa K. Goldman, City Manager



Maria Saguisag-Sid, Human Resources Director



Timothy L. Davis, Negotiator

APPENDIX A**Salary Schedule**

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

JOB DESCRIPTION	PAY BASIS	STEP A	STEP B	STEP C	STEP D	STEP E
POLICE OFFICER	ANNUAL	\$101,917.67	\$107,521.27	\$112,381.83	\$118,295.06	\$123,929.59
	MONTHLY	\$8,493.14	\$8,960.11	\$9,365.15	\$9,857.92	\$10,327.47
	BI-WEEKLY	\$3,919.91	\$4,135.43	\$4,322.38	\$4,549.81	\$4,766.52
	HOURLY RATE	\$48.9989	\$51.6929	\$54.0298	\$56.8726	\$59.5815
POLICE OFFICER TRAINEE	ANNUAL	\$98,072.13				
	MONTHLY	\$8,172.68				
	BI-WEEKLY	\$3,772.01				
	HOURLY RATE	\$47.1501				

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

**City of Burlingame and Burlingame Police Officers Association
MOU Negotiations**

City Proposal – “Side Letter of Agreement Regarding Overtime Scheduling”

November 22, 2022

Effective the pay period including January 1, 2023 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

Delete Side Letter of Agreement Regarding Overtime Scheduling dated 2006, it has been incorporated in Policy 1036 Overtime Procedure and is outdated.

Overtime Procedure

1036.1 PURPOSE AND SCOPE

This policy provides a procedure for the assignment of personnel to overtime.

1036.2 OVERTIME POLICY

- (a) **Volunteer Overtime:** Volunteer overtime for officers will be offered from the top of the officer seniority list (most senior) to the bottom of the officer seniority list (least senior).
- (b) **Ordered Overtime:** Ordered overtime for officers will begin from the bottom of the officer seniority list (least senior officer) to the top of the seniority list (most senior officer), non-rotational. Except as set forth in this policy Section 1036.2.1. An ordered overtime shift includes a holdover overtime assignment of 4 hours or more, excluding 'short days', due to staffing needs of a subsequent shift.

1036.2.1 PROCEDURE

- (a) **Ordered Overtime:** Department personnel acting in a supervisory capacity will call and offer overtime to the senior officers who are able to work overtime, before giving the overtime to a junior officer. If no officer wants the overtime, then Department Personnel will order the most junior officer able to work that overtime detail to work
 1. Once a Sergeant or his/her designee has called the officer he/she is to leave a message if the individual officer has a voice message system. The message shall state the reason for the call and the date and time of the call
 2. This policy shall not apply to extending personnel on the "short day" to maintain shift minimums or using on-duty personnel to cover less than 4 hours of overtime.
 3. At the discretion of the Division Lieutenant, employees who have pre-paid arrangements will not be required to work ordered overtime.

4. Ordered overtime will be filled as soon as practical and without undue delay. However, during emergency situations or times involving exigent circumstances, the supervisor will not be responsible for following the above normal call-out procedure.
5. Absent critical situations where insufficient personnel are available to meet minimum staffing levels, officers can only be ordered to work a maximum of two overtime shifts during their days off between their regular shifts. The next least senior officer will be ordered for any remaining vacant shifts following the same maximum ordered overtime rules.
6. Overtime shall be compensated at twice the employee's regular rate of pay for any ordered overtime shift after the first ordered overtime shift during days off between the employee's regular shifts.
7. These rules shall not apply to voluntary overtime.

Dated 11/22/22

For the City of Burlingame



For the BPOA

