

# Memorandum of Understanding

between

Local 829, Council 57

American Federation of State, County  
and Municipal Employees, AFL-CIO



and the

City of Burlingame



July 1, 2022 to June 30, 2023

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## **Preamble**

This Memorandum of Understanding is entered into by the City of Burlingame, hereinafter designated as the "City", and the American Federation of State, County and Municipal Employees, Local 829, AFL-CIO, hereinafter designated as the "Union", as a mutual agreement of those wages, hours and other terms and conditions of employment which are to be in effect during the term of this Memorandum of Understanding, for those employees working in classifications in the representative unit referred to in Exhibit A hereof of this Memorandum of Understanding.

## **1. Recognition**

The City of Burlingame recognizes, as provided in the City's Employer Employee Relations Resolution, the American Federation of State, County and Municipal Employees, Local 829, AFL-CIO, as the majority representative employee organization for the employees assigned to the following classifications listed in Exhibit A, as well as such classifications as may be added to this representation unit by the City during the term of this Memorandum of Understanding.

## **2. No Discrimination**

The City agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the City. Neither the City nor the Union shall discriminate for or against any employee or applicant for employment on account of actual or perceived race, color, religious creed, national origin, ancestry, citizenship status, physical disability, mental disability, medical condition (cancer-related or genetic characteristics), marital status, registered domestic partner status, gender, gender identity, gender expression, genetic characteristics or information, age (40 or over), pregnancy, childbirth, or related medical conditions, sex, sexual orientation, or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

## **3. Union Deductions**

### **3.1 Payroll Deductions**

The City shall deduct Union membership dues and any other mutually agreed-upon payroll deductions, to the extent permitted by law, from the bi-weekly pay of each member employee. The Union will provide the City with information regarding the amount of dues deductions and the list of

Union member employees who have affirmatively consented to and authorized dues deductions.

The City shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Union as soon as possible after the deduction.

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, no such deduction shall be made for the current pay period.

The City agrees to direct each member employee to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

The Union is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Union-related payroll deduction. The Union shall notify the City at least thirty (30) days in advance of any change in its dues and any other lawful Union-related payroll deduction.

### **3.2 Union's Certification**

The City shall make payroll deductions in reliance on the Union's certification certifying that the Union has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Union 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 Union.

The City shall not request the Union to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.

### **3.3 Indemnification**

The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, and agents (collectively, 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 3, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union'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 Union.

In the event that any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees from any loss or damage arising from the Union's actions or inactions under Section 3.

### **3.4 Use of Facilities**

The Union may, with the prior approval of the City Manager, or his/her designee, use City facilities during non-work hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees.

### **3.5 Equipment**

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

### **3.6 Bulletin Boards**

The Union may use portions of City bulletin boards under the following conditions:

A copy of all materials posted on bulletin boards must be provided in advance to the Human Resource Director. All materials must be dated and must identify the organization that published them.

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

Materials cannot be of a political nature and cannot be derogatory in any manner.

### **3.7 List of Employees**

The City shall provide the Union, on a 120-day basis, with an electronic file containing the following information of the Union members: name, job title, classification, department, work location, hire date, home phone number, cellular phone number, personal email address and home address on file with the City. The City shall not be required to provide such information in any format other than one customarily utilized by the City.

The City shall notify the Union of the name, job title, classification, department, work location, hire date, home phone number, cellular phone number and personal email address, and home address on file with the City of each new employee appointed to a position covered by this MOU. Notice shall be provided to the Union within thirty (30) days of hire.

### **3.8 Right to Representation**

Any employee who is required to meet with a supervisor or management official and who reasonably expects that the meeting may involve questioning leading to potential disciplinary action shall have the right to have a steward or authorized Union representative present at the meeting; provided, however, such representation shall include no more than one (1) 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 Union staff or witnesses who may be necessary to the meeting.

## **4. Advance Notice**

Except in cases of emergency, the Union 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 with management representatives prior to adoption.

## **5. Stewards and Official Representatives**

### **5.1 Access by Representatives**

Reasonable access to employee work locations shall be granted officers of recognized employee organizations 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 Department Head or the City Manager or his/her designee. Access shall be

restricted so as not to interfere with the normal operations of the department or with established or security requirements.

## **5.2 Activities Prohibited**

Solicitation of membership and activities concerned with the internal management of an employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall not be conducted during on-duty hours.

## **5.3 Designation of Representatives**

The Union shall be allowed to designate in writing to the City Manager or his/her designee a reasonable number of Stewards not to exceed four (4) unless prior authorization is received by the Human Resources Director. Stewards shall be granted release time without loss of time or pay for the purposes of investigating and handling grievances. Steward release time shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor.

## **5.4 Steward Release Time for Bargaining**

The City will provide paid release time for a maximum of four (4) Union Officers and/or Union Stewards for the participation in contract negotiations. The release time paid by the City will not be in excess of any normal hours worked or generate any overtime payments.

## **5.5 New Employee Orientation**

The City agrees that each newly hired employee who could be included in the bargaining unit subjected to this MOU shall participate in a mandatory Union informational meeting, within the first thirty (30) days from the date of hire, during regular working hours and onsite without loss of compensation. The City shall notify the Union no less than ten (10) days of a scheduled new employee orientation.

The Union shall have fifteen (15) minutes to provide the newly hired employee who is employed in a classification which is covered by this MOU information and answer questions.

The Union agrees that it shall designate no more than two (2) Union designee(s) to attend each mandatory Union informational meeting and that it shall provide the names of the Union designee(s) with the City's

Human Resources Director in writing, at least five (5) calendar days prior to the scheduled attendance of the Union informational meeting. Those Union designee(s) whose names are timely submitted to the City regarding their attendance shall be given release time to conduct the informational meeting.

The Union agrees that it shall only designate the Union member(s) whose attendance of the Union informational meeting will not cause disruption of their work in their Department/Division as the Union designee(s).

## **6. Personnel Files**

### **6.1 Personnel Records**

If there has been no recurrence of conduct forming the basis of a letter or record of disciplinary action, after one year the employee may request that a letter be placed in the file reflecting the correction of conduct. Placement of such letter into the employee's personnel file must be approved by the Department Head.

### **6.2 Access to Personnel File**

An employee or, upon presentation of an original signed written authorization from an employee, an employee's representative shall have access to the employee's personnel file.

## **7. Salary Plan**

### **7.1 Salary Adjustments**

Effective the first payroll period in July 2022, there will be an increase in base salary for all classes of two percent (2%).

### **7.2 Base Salary**

Employees occupying a position in a classification covered by this Memorandum shall be paid a base salary within the range established for that position's classification.

### **7.3 Placement Within Range**

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.

#### **7.4 Progression Within Range**

Each employee shall receive a salary increase to the next higher step within the range of the assigned classification upon the anniversary of the individual employee's original employment date. A step increase shall only be denied for cause. Each employee who is promoted shall receive a salary increase to the next higher step within the range of the assigned classification upon the anniversary date of the individual's promotion date. A step increase shall only be denied for cause.

#### **7.5 Adjustments to Salary Range**

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

#### **7.6 Retention of Step**

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.

#### **7.7 Salary Steps and Performance Evaluations**

Advancement within current salary ranges shall be conditioned upon satisfactory job performance as determined by annual performance reviews. If an employee is performing in an outstanding or above-standard manner, the City may, at its sole option, advance the employee an additional step within the existing salary range.

If the employee is performing in an overall unsatisfactory or below-standard manner, a step increase may be withheld or the employee may be dropped back one step until a satisfactory evaluation is received.

The following procedure shall apply:

Performance evaluations shall be completed at least once a year by the employee's anniversary date. Additional evaluations may be performed during an employee's probationary period or as needed, based upon an employee's job performance.

The performance evaluation shall be performed by the employee's supervisor and shall include an interview with the employee to review the evaluation. All evaluations shall be approved by the employee's Department Head, who may hear any employee comments concerning the evaluation.

When an employee has been rated as below standard or unsatisfactory, he/she shall be re-evaluated every ninety (90) days to give the employee an opportunity to correct the problem area(s); this shall continue until a satisfactory evaluation is received.

If an employee at the fifth step in the salary range receives an overall evaluation of unsatisfactory or deficient, then the first such evaluation shall be a warning. If the employee receives a second overall unsatisfactory evaluation, the employee may be dropped back one pay step on the salary range. Additional evaluations shall be conducted every ninety (90) days to give the employee an opportunity to correct the problem area(s). All evaluations reducing a step increase shall be reviewed and approved by the City Manager, who will hear any employee comments concerning the evaluation.

The City's existing performance evaluation format and procedure shall be used for evaluations and shall contain a place to indicate the "overall" performance rating. Any changes in the format or procedure will be discussed with AFSCME Local 829.

### **7.8 Salary Step on Promotion**

When an employee is promoted, he/she shall normally be appointed at the first step in the salary range for the new position. However, if the first step results in a salary increase of less than five percent (5%), he/she shall receive a minimum of five percent (5%) increase.

### **7.9 Salary Step on Demotion**

When an employee is demoted, that employee's compensation shall be adjusted to the salary which most closely approximates the employee's salary in the higher classification. However, in no event shall that new salary be above the fifth (5th) step of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

### **7.10 Paychecks**

Employees shall be paid biweekly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or

reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

### **7.11 Work in a Higher Classification and Temporary Upgrade Pay (TUP)**

Practices and procedures vary by department for this bargaining unit; the pay for working out of classification should, however, be no less than 5% above the employee's current salary rate. Temporary Upgrade Pay is compensation to employees who are required to work in a vacant upgraded position/classification of limited duration.

### **7.12 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, floating holiday, holiday bank (for specific classifications only), and CTO which will include any eligible differentials).

## **8. Insurance and Other Benefits**

### **8.1 Medical Plans**

The City's monthly contribution for the individual employee and the employee's eligible dependents shall be one hundred and thirty six dollars (\$136.00) per month effective January 1, 2019 and shall adjust in accordance with 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.

#### **Effective July 1, 2019:**

The City shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance. All contributions listed below include the Minimum Employer Contribution (MEC):

Employee Only: Up to 92.5% of the selected medical plan up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for Employee only.

Employee Plus One: Up to 92.5% of the selected medical plan up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for Employee plus one.

Employee Plus Two or more: Up to 92.5% of the selected medical plan up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for family.

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. The City will comply with IRS Tax Code regulations.

#### Medical Plan Waiver

Effective July 1, 2015, any employee that provides proof they have medical insurance from a spouse or registered domestic partner, which is not provided through the City, will receive three hundred and fifty dollars (\$350) per month in lieu of Medical Benefits. The City will comply with IRS Tax Code for medical plan waivers.

## **8.2 Retiree Medical Benefits**

### **Retiree Medical for Employees Hired Prior to March 31, 2008 and Retire Prior to January 1, 2015 (Tier 1):**

Employees hired prior to March 31, 2008 who retire prior to January 1, 2015 with a minimum of five (5) years of service with the City will receive a retiree medical benefit up to the actual enrollment cost in single, two-party, or family up to the CalPERS Bay Area Region Kaiser family rate. Retirees must be enrolled in a CalPERS plan in order to receive the retiree medical benefit.

### **Retiree Medical for Employees Hired prior to March 31, 2008, and Retire on or after August 1, 2015 (Tier 1a):**

Effective January 1, 2015, employees hired prior to March 31, 2008, who retire from the City with 5 years of City service, will receive a retiree medical benefit in accordance with the following:

- For eligible retirees who are under the age of 65, regardless of the age of their spouse/dependents, the City contribution will be up to the actual enrollment cost of the medical premium for the CalPERS Bay Area Region premiums for
  - Single Coverage: third highest cost plan Single
  - 2-Party Coverage: third highest cost plan
  - Family Coverage: Kaiser
  
- For eligible retirees who are 65 years of age or older and enrolled in Medicare, and their spouse/dependents are under the age of 65, the City contribution will be up to the actual enrollment cost of the medical premium for the CalPERS Bay Area Region for
  - Single Coverage: third highest cost Medicare Combination plan
  - 2-Party Coverage: third highest cost Medicare Combination plan
  - Family Coverage: Kaiser Medicare Combination Plan
  
  - For eligible retirees who are 65 years of age or older and enrolled in Medicare, and their spouse/dependents are also 65 years of age or older, the City contribution will be up to the actual enrollment cost of the medical premium for CalPERS Bay Area Region Medicare Supplemental Premium for all levels of coverage.
    - Single Coverage: third highest cost plan
    - 2-Party Coverage: third highest cost plan
    - Family Coverage: Kaiser

If Kaiser is no longer offered by CalPERS medical, the employee will receive the contribution equal to the third highest cost plan offered by CalPERS Bay Area Region medical.

Eligible retiree is defined as the former City employee with the requisite years of City service enrolled in a CalPERS plan.

**Retiree Medical for Employees Hired On or After March 31, 2008 and Before January 1, 2012 (Tier 2):**

Employees hired on or after the March 31, 2008 but before January 1, 2012 will receive a retiree medical benefit based on years of service with the City as follows:

10 years of service = the actual enrollment cost of an amount up to or equal to 100% of employee only lowest cost premium, less PERS required MEC

- For eligible retirees with 10-14 years of service who are under age 65 and not yet Medicare eligible, the lowest cost premium referenced above will be tied to the lowest cost Basic CalPERS Bay Area Region premium.
- For eligible retirees with 10-14 years of service who are Medicare eligible, the lowest cost premium referenced above will be tied to the CalPERS Bay Area Region Medicare Supplemental premium.

15 years of service = the actual enrollment cost of an amount up to or equal to 75% of employee + 1 lowest cost premium, less PERS required MEC

20 years of service = the actual enrollment cost of an amount up to or equal to 100% of employee + 1 lowest cost premium, less PERS required MEC

- For eligible retirees with 15 or more years of service who are under age 65 and not yet Medicare eligible, regardless of the age of their spouse/dependents, the lowest cost premium referenced above will be tied to the lowest cost Basic CalPERS Bay Area Region premium.
- For eligible retirees with 15 or more years of services who are Medicare eligible, if their spouse/dependent is under the age of 65, meaning the eligible retiree and eligible dependents are enrolled in a Medicare Combination Plan, the lowest cost plan referenced above will be tied to the CalPERS Bay Area Region Medicare Combination Supplemental plan.
- For eligible retirees with 15 or more years of services who are Medicare eligible, and their spouse/dependent is also 65 years of age or older, the lowest cost plan referenced above will be tied to the CalPERS Bay Area Region Medicare Supplemental Plan.

Eligible retiree is defined as the former City employee with the requisite years of City service enrolled in a CalPERS plan.

**Retiree Medical for Employees Hired On or After January 1, 2012 (Tier 3):**

Employees hired on or after January 1, 2012 shall receive the following contributions to a Retiree Health Reimbursement Arrangement (HRA) based on base pay and years of service with the City, in lieu of the Retiree Medical Benefits above.

<b>Years of Service</b>	<b>Monthly Contribution</b>
0 - to the end of the 4th year of service	2.0% of the employees' base salary
5 years of service to the end of the 19 <sup>th</sup> year of service	3.0% of the employees' base salary
20 years of service or more	5.5% of the employees' base salary

The City has implemented an Irrevocable Trust for all new contributions towards the City's GASB 45 obligations.

**8.3 Dental Plan**

Effective January 1, 2016, and each calendar year thereafter, the City will reimburse up to \$1900 per year per employee for dental expenses and \$1000 per dependent per year, not to exceed \$2500 cumulative per year for all eligible dependents. Effective January 1, 2020 and every calendar year thereafter, 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.

**8.4 Vision Care Plan**

Effective January 1, 2016 and each calendar year thereafter, the maximum reimbursement for an employee for vision eligible expenses is six hundred dollars (\$600) annually, not including an eye examination. If an eye examination is performed, the maximum reimbursement is seven hundred dollars (\$700) per calendar year. The maximum cumulative reimbursement for vision eligible expenses for eligible dependents shall not exceed three hundred fifty dollars (\$350) per calendar year, including eye examinations. Effective January 1, 2020 and each calendar year thereafter, the maximum reimbursement for an employee for vision eligible expenses is one thousand dollars (\$1,000) annually, not including an eye examination. If an eye examination is performed, the maximum reimbursement is twelve hundred dollars (\$1,200) per calendar year. The maximum cumulative reimbursement

for vision eligible expenses for eligible dependents shall not exceed six hundred dollars (\$600) per calendar year, including eye examinations.

## **8.5 Life Insurance**

- 8.5.1 The City provides seventy-five thousand dollars (\$75,000) life insurance coverage for members of the bargaining unit.
- 8.5.2 The City provides the option for employees to purchase supplemental life insurance at a group rate for the employee and dependents.

## **8.6 Disability Insurance Plans**

- 8.6.1 State Disability Insurance - The City provides State Disability Insurance (SDI) for employees in the bargaining unit. The employees will pay for such insurance through automatic payroll deduction.

The City integrates leave balances with SDI benefits, starting with sick leave, upon employee request.

- 8.6.2 Long-Term Disability Insurance - The City provides long-term disability insurance to all AFSCME members, with a sixty (60) day waiting period. Monthly benefits shall be 60% of employee's basic monthly earnings up to a maximum monthly benefit of three thousand five hundred dollars (\$3,500). The City integrates leave balances with LTD benefits, starting with sick leave, upon employee request.

- 8.6.3 Insurance Coverage While Disabled - The City will allow any employee who has been disabled and is collecting benefits under the Long-Term Disability Plan, or under State Disability Insurance, to participate in the health insurance plan by payment of premium cost to the City, except as otherwise required by the Family and Medical Leave Act.

## **8.7 Deferred Compensation**

- 8.7.1 Participation - Full-time and part-time regular employees are eligible, subject to IRS regulations and the terms and conditions thereof, to participate in the deferred compensation plan made available to all City employees. Effective July 1, 2019, all newly hired employees will be automatically enrolled in the Deferred Compensation Plan at the City match rate. Employees may make changes in contribution amounts and participation level directly through the provider's website.



8.7.2 Deferred Compensation Incentive - The City shall provide a contribution to an employee's deferred compensation account in an amount equal to the employee's contribution, to a maximum of forty-five dollars (\$45) per biweekly pay period for full time employees and thirty dollars (\$30) for part-time employees in accordance with section 8.13. This shall not imply any City endorsement or responsibility for the performance of any deferred compensation account or instrument selected by the employee.

8.7.3 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.

**8.8 Section 125/Flexible Benefit Plans**

The City offers employees the option to participate in IRS Section 125 plans for reimbursable dependent care and healthcare costs for employees. The plan is subject to the IRS regulations.

**8.9 Plan Descriptions**

Benefit Plan Descriptions are available upon request in the City's Human Resources Office.

**8.10 Retirement**

8.10.1 CalPERS Retirement Provisions

- a) Effective 03/31/2008, the City implemented the provisions of the PERS 2.5% at Age 55 retirement benefit for miscellaneous employees hired on or before 12/31/12 (Classic Employees).
- b) Classic employees contribute 1.5 % of the employer's contribution for the CalPERS retirement costs via payroll deduction on a pre-tax basis.

The City shall "pick-up" the employer contribution amount that is being paid by the employees through a payroll reduction under IRS Code Section 414(h)(2).

- c) Miscellaneous employees hired 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.

### **8.11 Continuation of City Insurance Contributions**

During the term of this Memorandum, the City agrees to pay for increases in the premiums for insurance, as described herein, up to the dollar amounts listed above. Upon expiration of this Memorandum, the City will continue paying the dollar amount of premiums then being paid, unless or until there is an agreement to pay a higher amount, or the City Council takes unilateral action in the absence of agreement.

### **8.12 Physical Fitness**

The City provides a fifty percent (50%) discount to employees who take physical fitness classes through the Burlingame Recreation Department.

Employees may utilize the fitness center located at the City's Corporation Yard.

### **8.13 Regular Part-Time Benefitted Employee Benefits**

#### Insurances and Other Benefits

Regular part-time employee (bargaining unit employees who work 30 hours or more a week and are covered by the provision/benefits of this MOU) shall be entitled to insurance coverage and other benefits as follows. Benefits for part-time bargaining unit employees who work less than 30 hours a week will be pro-rated accordingly:

- Medical Insurance (including Retiree Health) - City payment of medical insurance premiums as provided in the Insurance and Other Benefits section of the MOU.
- Life Insurance - - The City will provide life insurance coverage of thirty-five thousand dollars (\$35,000).
- Health Reimbursement Arrangement (HRA) - Regular part-time employees are eligible to the same benefit as regular full-time employees, pro-rated.

- Other Benefits – Regular part-time benefitted employees are covered by State Disability Insurance (SDI). Employees pay for the coverage through automatic payroll deduction.
- Voluntary Coverages – Regular part-time benefitted employees may enroll in the City's long-term disability insurance, supplemental life insurance, dental plan, vision plan, deferred compensation and/or the Section 125 plan. Voluntary coverage enrollment is subject to plan provisions. The employee must request in writing to the employer his/her desire to enroll and pay applicable premiums. Effective April 1, 2019, upon hire part-time employees will be automatically enrolled in the deferred compensation 457 plan in accordance with section 8.7 Deferred Compensation.

Leaves – Accrual, Limits and Adjustments - The City provides all regular part-time benefitted employees with the same vacation, sick leave, holiday leave and accrual limits that apply to regular full-time employees. Holidays are paid as the holiday occurs, in the same manner as regular full-time staff. Two Floating Holidays per calendar year are pro-rated according to each employee's budgeted percentage of full-time employment. The City will stop all paid leave accruals when an employee goes on an unpaid status; unless otherwise provided by law.

- Work On A Holiday – All regular part-time employees who work on a holiday shall be compensated in the same manner as a full-time employee.

## **9. Hours of Work and Overtime**

### **9.1 Work Schedule and Adjustments**

The regular work week for employees occupying full time positions shall consist of five (5) consecutive eight (8) hour workdays beginning on Monday at the regularly scheduled starting time for the employee's respective department. If the City adjusts a shift starting time for a specific temporary assignment, the employee shall have the choice of overtime or time off for the shift adjustment. Exceptions to this Section may be made by mutual agreement between the City and the Union.

### **9.2 Lunch and Breaks**

A one (1) hour or one-half (1/2) hour unpaid lunch period shall be observed each day. One (1) fifteen (15) minute rest break with pay shall be observed during each one-half (1/2) of the workday.

### **9.3 Overtime**

Definition and Compensation - Authorized work performed in excess of forty (40) hours in one (1) week and/or eight (8) hours in a work day shall constitute overtime. Employees with a 9/80 or 4/10 schedule will only receive overtime in excess of their normal shift. With the exception of employees in the Recreation or Program Coordinator classification series, who have the option to flex their time within the work week with prior approval from their supervisor, an employee required to work in excess of the regularly scheduled hours of work, shall be compensated for time worked at the rate of one and one-half (1-1/2) times the employee's regular straight-time rate of pay, except that all hours worked in excess of twelve (12) in any workday shall be compensated at two (2) times the employee's regular straight-time rate.

Assignment of Overtime - Whenever possible, overtime shall be assigned on a volunteer basis. However, if there are no qualified volunteers, overtime shall be assigned according to reverse order of seniority by classification.

Relief Time - If an employee is required to work overtime for four (4) or more hours of the eight (8) hours immediately preceding the start of the employee's regular shift, then paid relief time shall be granted by the supervisor up to a maximum of four (4) consecutive hours at the end or beginning of the next regularly scheduled shift. The extent of relief granted and the timing of such relief time is within the discretion of the supervisor.

Choice of Compensation - Payment for overtime work will be either cash or compensatory time off at the employee's option. In no event shall payment for overtime be less than the rates established in this Section.

Compensatory Time Maximum - Employees may accumulate a maximum of one hundred thirty (130) hours of compensatory time off, which may be used at times chosen by the employee and approved by the appropriate supervisor; in meeting the needs of City business.

## **10. Holidays**

### **10.1 Holiday Pay**

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day.

### **10.2 Holidays Listed**

The following are the authorized holidays:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Indigenous People's Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24 <sup>th</sup> , 1/2 day
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup> , 1/2 day

Two floating holidays per calendar year, loaded in the first full pay period of the calendar year

All represented employees (including those reporting to Public Works) will receive one (1) floating Holiday on July 1, 2019 and two (2) floating holidays on January 1, 2020. Following this one-time occurrence, employees will receive two (2) floating holidays in the first full pay period of the calendar year.

### **10.3 Employees Assigned to the Public Works Corporation Yard or Park Division**

Employees in this unit assigned to the Public Works Corporation Yard or Park Division will observe the holidays of the AFSCME Local 829 Maintenance Unit.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Admission Day	September 9th
Indigenous People's Day	2nd Monday in October
Veteran's Day	November 11th

Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

Two floating holidays per calendar year, loaded in the first full pay period of the calendar year.

#### **10.4 Observance**

If a holiday falls on a Sunday, such holiday shall be observed on the Monday following. If a holiday falls on a Saturday, such holiday shall be observed on the preceding Friday.

For the purposes of this Article, unit members shall be entitled to fourteen (14) holidays per calendar year.

#### **10.5 Work on a Holiday**

Any employee who is required to work on a holiday specified above shall, in addition to receiving regular pay for the holiday, be paid one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked on the holiday.

#### **10.6 Work on New Year's Day, July 4<sup>th</sup>, Thanksgiving or Christmas Day**

Any employee who is required to work on New Year's Day, July 4<sup>th</sup>, Thanksgiving and/or Christmas Day shall, in addition to receiving regular pay for the holiday, be paid two (2) times the employee's regular rate of pay for all hours worked on New Year's Day, July 4<sup>th</sup>, Thanksgiving Day and/or Christmas Day.

#### **10.7 Vacation**

In the event any of the holidays specified above occurs while an employee is on vacation, the holiday shall not be charged to vacation.

## **11. Vacations**

Represented employees shall be entitled to vacation pay in accordance with the following provisions:

**11.1 Eligibility**

Eligibility to schedule accrued vacation allowance shall start as soon as vacation is accrued, based on Supervisor approval.

**11.2 Vacation Accrual**

Vacation shall be accrued as follows:

<u>Anniversary Date</u>	<u>Days Per Year</u>	<u>Hours Per Pay period</u>
Hire to 4 <sup>th</sup>	10	3.08
5 <sup>th</sup>	15	4.62
10 <sup>th</sup>	16	4.93
11 <sup>th</sup>	17	5.24
12 <sup>th</sup>	18	5.54
13 <sup>th</sup>	19	5.85
14 <sup>th</sup>	20	6.16
15 <sup>th</sup>	21	6.47
16 <sup>th</sup>	22	6.78
17 <sup>th</sup>	23	7.09
25 <sup>th</sup>	24	7.38

On an employee's 5<sup>th</sup> anniversary date of employment with the City of Burlingame, the employee will receive a one-time allotment of 40 hours of vacation in his/her vacation accrual bank.

The City will stop vacation leave accruals when an employee goes into an unpaid status.

**11.3 Accrual Maximum**

Employees can maintain a maximum accrual of two (2) years of vacation at any time.

**11.4 Scheduling**

Vacations shall be scheduled yearly by employees with the approval of their respective Department Head or his/her designee. Preference in scheduling shall be based on seniority. The City will respond to vacation requests within ten (10) working days.

## 12. Leave Provisions

### 12.1 Sick Leave

Sick leave may be used for personal illness, non-industrial disability, care for an immediate family member and/or health care appointments that cannot be scheduled outside of normal work hours. Sick leave is for actual illness of the employee, the employee's immediately family or healthcare appointments. Employees are encouraged to accumulate sick leave in order to protect themselves in the event of an extended illness.

Sick Leave Accrual - Sick leave shall be accrued at a rate of eight (8) hours per month (3.69 hours per pay period) for each pay period a full-time employee is in paid status. The City will suspend sick leave accrual when an employee goes into unpaid status. The maximum sick leave accrual is 2000 hours.

Sick Leave Notice - In order to receive compensation while absent on sick leave, the employee shall notify the appropriate management personnel prior to the start of their regularly scheduled shift. The employee must provide the reason for the absence (personal, family illness, FMLA). The employee is required to call in each day sick leave is used; however, management personnel may waive this daily contact if it is determined to be impractical. Departments may establish specific call-in procedures based on operational need.

Physician's Certificate - A physician's certificate may be required when management personnel has a bona fide question about the propriety of a request for sick leave, as outlined in the Sick Leave Abuse section below.

Sick Leave Abuse - The City recognizes that employees will need to use sick leave occasionally, and that the majority of employees do not abuse their sick leave benefits. Generally, when a pattern of abuse of sick leave is identified, the Department Head or supervisor shall evaluate such cases. In those cases where sick leave has been abused, appropriate corrective action including discipline up to and including termination may be taken.

Except when sick leave use is known to be in connection with long-term illness, injury, or ongoing medical condition, abuse of sick leave shall generally be defined as follows:

- a) Where an employee demonstrates a pattern of using sick leave adjacent to a regular day off or scheduled day off such as vacation or compensatory time off;



- b) Where an employee demonstrates a pattern of using sick leave within a discernible period of time after which the leave was earned;
- c) Where an employee regularly uses sick leave in excess of 64 hours per annual 12-month performance evaluation review period;
- d) Where an employee regularly uses all of their accrued sick leave which requires use of other paid leaves or unpaid leave to cover the absence;
- e) Where an employee fraudulently uses any single occurrence of sick leave, including falsifying or omitting facts or documentation regarding the illness or injury upon which the sick leave absence is based.

Sick Leave Upon Retirement - The City contracts with CalPERS for the credit of Unused Sick Leave. Upon retirement, unused sick leave will be reported to CalPERS and will be converted to service credit in accordance with CalPERS rules and procedures.

Sick Leave Integration - The City will integrate sick leave with California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage.

Leave for Sick Family Members - An employee shall be able to use up to 50% of their annual accrued sick leave per calendar year to care for an ill immediate family member. The definition of "immediate family" shall be spouse, biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, sibling,, grandparent, grandchild, and registered domestic partner. The birth or adoption of a baby, hospital visits, and bringing the baby home are covered under this section.

Family Medical Leave - The City will comply with all Federal and State leave provisions. Refer to the FMLA policy for details.

Catastrophic Leave - The provisions of Catastrophic Leave shall be in accordance with the City's Administrative Procedure entitled Catastrophic Leave.

## **12.2 Industrial Disability Leave**

Disability leave is absence from duty granted because of a disability caused by illness or injury arising out of and in the course of his/her employment. Disability leave shall be in accordance with the provisions of the workers'

compensation laws of the State of California and the benefits and allowance provided under it, except as specifically provided herein.

Conditions and Duration of Leave - For days of absence as a result of illness or injury arising out of and in the course of an employee's assigned duties and through no fault of his/her own, an employee shall receive disability pay for one (1) year to the extent that his/her loss of earnings is not covered by the benefits granted under the provisions of the workers' compensation laws of the State of California, unless he/she is terminated earlier. The total amount received from workers' compensation benefits and disability pay shall not exceed eighty percent (80%) of the employee's regular rate of pay. The City will notify the employee that he/she has the option of using accumulated sick leave to pay the residual, and unless the employee notifies the City otherwise, the residual will be paid by use of accumulated sick leave until such time as accumulated sick leave is exhausted. Once sick leave is exhausted the employee may elect to use their accrued vacation and compensation time to supplement their pay.

Modified Duty - The City will attempt to provide modified duty assignments for employees who are unable to perform regular job duties due to injury or illness. Modified duty assignments will be determined in accordance with the employee's medical restrictions and at the needs of the business of the City.

### **12.3 Bereavement Leave**

In the event of a death in an employee's immediate family, absence from duty shall be allowed not to exceed three (3) days. In the event of the death of a relative who is not a member of the employee's immediate family, absence from duty shall be allowed for one (1) day. Such absences shall not be charged to the employee's sick leave balance. For the purposes of this Section, "immediate family" means father, mother, step father, step mother, husband, wife, registered domestic partner, son, daughter, step son, step daughter, sister, brother, grandparent, mother-in-law, or father-in-law of the employee.

In addition, upon approval of the Department Head, the City will allow the employee to use up to two (2) days of sick leave, vacation leave or other accrued leave for bereavement.

### **12.4 Leave Without Pay**

The City Manager may grant a regular employee a personal or medical leave of absence without pay or benefits not to exceed one (1) year. Requests for such leave shall be in writing and must be approved by the City Manager. Leave requested under this Section shall not be routinely denied.

### **12.5 Return to Work and Reinstatement Rights**

When an employee returns to work, after an approved leave, the employee shall be reinstated in the position held at the time the leave was granted.

### **12.6 Maternity, Parental and Adoptive Leaves**

Employees may use accumulated sick leave for pregnancy related disability when the disability is certified by the employee's physician. Leave without pay shall be provided in accordance with the MOU, for purposes of postpartum care of an infant or for the adoption of a child. Employees may request up to ten (10) days of accrued sick leave to be utilized upon the arrival of an adopted child.

### **12.7 Applicable Law**

The City will comply with all Federal and State Laws pertaining to the birth and adoption of children.

### **12.8 Military Leave**

Military leave shall be granted in accordance with applicable State and Federal laws.

## **13. Occupational, Departmental, Premium Pay & Reimbursement Provisions**

### **13.1 Training: Required Licenses and Certificates**

In the event of changes to any state or federal requirements which require licenses or certificates for an employee to continue work in their current job classification, the City agrees to pay the cost of training necessary to meet the new requirements. This shall include training costs and reasonable paid work time for taking examinations. Ordinary drivers' licenses are not included. This is in addition to the current City contribution for job-related training in the City Administrative Procedures.

When assigned to train a newly hired or promoted employee, employees shall receive a 10% differential (Training Premium), for each day of training (regardless of the time spent training during the day). To be eligible for the Training Premium, a documented training program, supported by a training manual that has been reviewed and pre-approved by the Department Head

and Human Resources Director, must be in place. The Training Premium is compensation to employees who are routinely and consistently assigned to train employees.

### **13.2 Clothing and Footwear**

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

Parking Enforcement – Effective July 1, 2015 Parking Enforcement Officers and the Parking Meter Service Workers shall receive an annual uniform allowance of eight hundred and fifty dollars (\$850).

Police Clerks – Effective July 1, 2015 Police Clerks shall receive an annual uniform allowance of seven hundred dollars (\$700).

### **13.3 Registration, Certification and Premium Pay**

Engineering Registration – Employees in the Assistant or Associate Engineer Classification who achieve and maintain State registration as an Engineer shall receive ten percent (10%) premium pay.

Deputy Treasurer – The Finance Department position designated to serve as Deputy City Treasurer shall receive premium pay of five percent (5%) for such assignment.

Bilingual Designation, Certification and Pay – The City shall provide certification pay of \$107 per month to employees designated as bilingual service providers. The designated employee must pass a fluency certification as a condition of receiving the differential.

Building Inspection Certification and Pay – The City shall provide certification pay for building inspection certificates as follows:

Building Inspector Certification	\$107 per month
Combination Inspector Certification	\$107 per month
Plans Examiner Certification	\$107 per month

Certification Pay Maximum – The maximum combined certification compensation for the bilingual and building inspection certifications listed above shall not exceed \$321 per month for any individual.

### **13.4 Reimbursements**

Mileage Reimbursement - An employee who is required to provide transportation for the performance of his/her job shall be compensated at the current IRS mileage rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residence.

Training and Educational Reimbursement – An employee shall be reimbursed for the cost of books, supplies and tuition, and shall not lose pay for time attending class if: 1) the course is required by the City, and/or 2) the Department Head provides written approval prior to the taking of the course. Expense Advance for Job-Related Training - The City Administrative Procedure for job related training provides for a payment advance of 50% of the cost of tuition and required books for a class which costs \$200 or more to enroll. The balance of the cost will be reimbursed after completion of the course with a passing grade. Employees must refund all advances made by the City if the class is not completed or not passed.

### **13.5 Safety Equipment**

The City shall supply employees with safety equipment required by the City and/or CAL-OSHA. All employees furnished such equipment shall use the equipment, and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

### **13.6 Safety Shoe Reimbursement**

The City shall reimburse employees in the following classifications who are required to wear safety shoes, up to one hundred and fifty dollars (\$150) per employee every two fiscal years.

- Senior Building Inspector
- Building Inspector
- Engineer Technician II
- Assistant Engineer
- Junior Engineer
- Senior Public Works Inspector
- Associate Engineer
- Public Works Inspector
- Environmental Regulatory Compliance Coordinator

## **14. Promotion**

### **14.1 Filling of Vacancies**

The City Manager and/or his/her designee will determine if higher positions in the classified service shall be filled by promotion based on the City Rules and Regulations and the following:

- The best interests of the City will be served by promoting from within.
- There is a minimum of one internal candidate that meets the minimum qualifications for the promotional opportunity.
- Any promotional examination shall comply with the City Rules and Regulations governing competitive examinations.
- Notice of the recruitment for a promotional position will be emailed out by the Human Resources Department. The Human Resources Department will also include an email notice to the Union President of the promotional vacancy.

#### **14.2 Employment Lists**

Employment lists shall become effective upon the approval of the Human Resources Director. Employment lists shall remain in effect for one (1) year from the date of approval, unless sooner exhausted, and may be extended, prior to their expiration dates, by approval of the Human Resources Director for up to a one (1) year period, but in no event shall an employment list remain in effect for more than two (2) years. The name of any person on an employment list may be removed by the City Manager if the eligible person requests in writing that his/her name be removed, or if the person fails to respond to a written offer of employment within five (5) business days next succeeding receipt of the mailing of the notice, which shall be by regular mail. A candidate who rejects an offer of employment shall be removed from the employment list.

#### **14.3 Time for Promotional Examinations**

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

#### **14.4 Probationary Period**

The probationary period for a new employee shall be twelve (12) months. The probationary period for an existing employee who accepts a promotion shall be six (6) months.

#### **14.5 Extension**

The City may extend the probationary period at any time during the probationary period for up to six (6) months in the event of an extended leave, to allow the probationary employee additional time to meet the performance requirements of the position, or if it is in the best interests of the City to extend the probationary period. Such determination shall be in writing and shall be provided to the probationary employee and Union

prior to the expiration date of the employee's standard probationary period.

#### **14.6 Rejection From Probation**

Any employee who is in a probationary status may be rejected during the probationary period without cause. Any employee who has gained regular status and thereafter accepts a promotion may be rejected during the probationary period without cause. However, said employee shall retain all other rights of a regular employee in the position held prior to promotion (including the right of return to the former position). Those rights can only be affected for cause.

#### **14.7 Grievance Rights**

An employee who believes that a promotion according to this provision has been improperly denied may file a grievance regarding such denial. However, such grievance cannot under any circumstances be appealed beyond the level of the City Manager.

### **15. Transfer**

An employee may be transferred from one position to another position in the same or comparable classifications upon approval of the affected Department Heads.

### **16. Layoff and Recall**

#### **16.1 Layoff**

Regular employees may be laid off, without prejudice due to lack of funds or curtailment of work. No regular employee may be separated while there are temporary employees serving in the same class or position in the City.

#### **16.2 Procedure**

When a Department Head is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules:

Order - Layoffs shall be by job classification according to reverse order of seniority as defined by total City service.

Displacement Rights - The employees to be laid off may displace the least senior employee in the lateral or next lower classification in which he/she

previously held regular status, provided the displaced employee has less total City service.

Vacancies - 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 position.

Re-Employment List - The name of each employee laid off shall be entered on a re-employment list in order of seniority for three (3) years.

Benefits Upon Re-Employment - Former employees appointed from a re-employment eligible list shall be restored all rights accrued prior to being laid off, such as but not limited to, sick leave, vacation credits, and credit for years of service. However, such re-employed 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.

Notice - A minimum of fourteen (14) calendar days' notice must be given to the employee prior to the date of layoff.

## **17. Resignation**

Any employee wishing to resign from employment shall file with the Department Head a notice of intention to leave at least two (2) weeks in advance. Said notice will state the effective date of departure. Entitlement to final paycheck shall be in compliance with state and federal law.

## **18. Reinstatement**

An employee who has resigned in good standing may request reinstatement by the City Manager or his/her designee. The employee may be reinstated to a vacant position, if it is determined to be in the best interest of the needs of the City. Following a one (1) year period after resignation, the City Manager or his/her designee may require such employee to submit to a physical examination and to serve a new probationary period.

## **19. Discipline**

### **19.1 General**

The City retains the right to impose disciplinary action upon an employee of this unit; however, disciplinary action may only be imposed upon any regular employee for just cause.

### **19.2 Types of Penalties**

Disciplinary action shall be limited to: written reprimand, suspension from work, demotion in class and/or pay step and termination.



### **19.3 Notice**

The City agrees to give any employee who is being disciplined at least ten (10) calendar days' notice of such disciplinary action.

### **19.4 Method of Reprimand**

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### **19.5 Administrative Leave**

The City may also place an employee on administrative leave with pay pending an investigation into alleged misconduct.

### **19.6 Appeal Rights**

Any disciplinary action or measure may be appealed in accordance with the following procedure:

Within ten (10) working days of his/her receipt of the written decision from his/her Department Head or designee imposing disciplinary action, an employee wishing to appeal must file such appeal in writing with the City Manager.

The City Manager shall consider the matter and render a decision within fifteen (15) working days from the date of receipt of the appeal. Upon request of the employee or his/her representative, such consideration shall include a meeting with the employee and his/her representative to receive any information or position they may wish to present.

The City Manager's decision on written reprimands and suspensions of one (1) day or less shall be final, and such matters may not be grieved or appealed beyond this level.

Within ten (10) working days of his/her receipt of the City Manager's decision, an employee wishing to appeal further must notify the Human Resources Director in writing of his/her intent to do so. Any written appeal must indicate that the employee is filing a grievance pursuant to the requirements of Section 20. Grievance Procedure Step 4 Arbitration.

The employee may elect only one appeal option, not both.

### **19.7 Notification of Discipline**

The City will notify the Union of any pending disciplinary action prior to such action being taken against a bargaining unit member. If the Union does not represent the unit member in the disciplinary action, the Union will be notified of the disposition of the matter.

### **19.8 Placement in Personnel Files**

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until the employee has been given the opportunity to review and a reasonable opportunity to respond in writing to such a document.

"Written reprimand" as used herein is defined as a written communication to the employee formally notifying the employee of conduct or omission which is the basis for discipline.

## **20. Grievance Procedure**

### **20.1 Definitions:**

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

"Grievance" is any dispute over the interpretation or application of any provision of this Memorandum by any employee adversely affected thereby.

"Grievant" is an individual employee or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum. It is agreed that the Union can only grieve disputes over Sections 1, 2, 3, 4, 6 and 7 of this Memorandum.

### **20.2 Steps:**

Step 1 –Manager - Grievant shall discuss the grievance with his/her appropriate management personnel (Division Manager) within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. The manager will provide a written response to the Step 1 grievance within ten (10) days of the Step 1 meeting. If the issue is not resolved, grievant shall be entitled to proceed to Step 2.

Step 2 – Department Head - Within ten (10) days of the conclusion of the Step 1 meeting, grievant shall file with his/her Department Head a written grievance setting forth the following:

Name  
Classification  
Supervisor  
Section or Sections of the Memorandum allegedly violated  
Remedy sought  
Union

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

Step 3 – City Manager - If the grievance is not resolved at Step 1 or Step 2, it may be appealed to the City Manager within ten (10) days of the receipt of the Department Head's response at Step 2. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance. The City Manager or his/her designee shall respond to the grievance within ten (10) days of receipt of the written appeal. The decision of the City Manager shall be final, except as provided in Step 4.

Step 4 – Arbitration - If the grievant is not satisfied with the decision at Step 3:

- a) Within five (5) days after receipt of the Step 3 response, the grievant may request in writing that the Union submit the grievance to arbitration.
- b) Within ten (10) days of the grievant's receipt of the decision at Step 3, the Union shall inform the City in writing if its intent is to advance the grievance to arbitration.

Arbitrator Selection Process – If arbitration has been invoked under Section 20 Step 4 b) above, within five (5) days of the Union notification that the grievance is being advanced to arbitration, an arbitrator shall be selected by mutual agreement. If no agreement on an arbitrator can be reached within that five (5) day period, the parties shall request from the State Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one (1) name remains. The order of strike shall be determined by lot.

Decision - In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issues 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 Union and the City.

The award of the arbitrator shall be advisory to the City Council.

Arbitrator's Authority - The arbitrator will have no power to add to, subtract from, or modify the terms of the Memorandum 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.

Arbitration Costs - The fees and expenses of the arbitrator and each hearing shall be borne equally by the City and the Union. If an individual pursues arbitration without the Union's consent, said individual shall share equally in the cost with the City, provided, however, that no grievance involving interpretation of this Memorandum of Understanding may be advanced to arbitration without the concurrence of the Union. All other expenses shall be borne by the party incurring them.

Questions of Arbitrability - 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 which would thereafter be conducted by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue or arbitrability shall be borne by the party which raised the question of arbitrability.

Waiver of Other Remedies - 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 3 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.

### **20.3 Failure to Pursue**

Grievant - Any failure by grievant to pursue his/her grievance within the time limits to the next step shall be a voluntary abandonment of the grievance, and grievant shall not thereafter be entitled to pursue said grievance. Such settlement in favor of the City shall not prejudice the rights of the Union or

other employees to pursue a similar grievance, provided all other requirements of this Memorandum are met.

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

#### **20.4 Representation and Release Time**

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

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

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

#### **20.5 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.

### **21. 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 the Memorandum. However, this provision will not require an employee to cross a picket line of a sanctioned strike if such crossing might reasonably lead to direct harm to the employee.

### **22. 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, the ordinances and resolutions of the City of Burlingame and shall be limited only by the express and specific terms of this Memorandum.

## **23. Effect of Agreement**

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

## **24. Modification**

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

## **25. Total Agreement**

This Memorandum 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.

## **26. New Work**

In the event the City introduces new work which the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the assignment or classification of such work.

## **27. Separability of Provisions**

Should any Section, clause or provision of this Memorandum 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. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

## **28. Term**

Except as specifically provided herein, this Memorandum shall remain in effect for those employees employed in the classifications which comprise the AFSCME bargaining unit for the period from July 1, 2022 to June 30, 2023.

**For AFSCME Local 829:**

Date: 6/30/2022

*Tina Acree*

\_\_\_\_\_  
Tina Acree  
AFSCME Business Agent

*Joleen Helley*

\_\_\_\_\_  
Joleen Helley  
President

**For the City of Burlingame:**

Date: 6/30/2022

*Lisa K. Goldman*

\_\_\_\_\_  
Lisa K. Goldman  
City Manager

*Sonya M. Morrison*

\_\_\_\_\_  
Sonya M. Morrison  
Human Resources Director

## Exhibit A – Salaries

July 1, 2022

CLASS	JOB DESCRIPTION	PAY BASIS	STEP A	STEP B	STEP C	STEP D	STEP E
A109	ACCOUNTANT I	ANNUAL	\$82,374.47	\$86,513.42	\$90,826.04	\$95,312.33	\$100,088.14
		MONTHLY	\$6,864.54	\$7,209.45	\$7,568.84	\$7,942.69	\$8,340.68
		BI-WEEKLY	\$3,168.25	\$3,327.44	\$3,493.31	\$3,665.86	\$3,849.54
		HOURLY RATE	\$39.6031	\$41.5930	\$43.6664	\$45.8233	\$48.1193
A117	ACCOUNTANT II	ANNUAL	\$86,224.03	\$90,507.68	\$94,936.04	\$99,740.82	\$104,719.14
		MONTHLY	\$7,185.34	\$7,542.31	\$7,911.34	\$8,311.74	\$8,726.60
		BI-WEEKLY	\$3,316.31	\$3,481.06	\$3,651.39	\$3,836.19	\$4,027.66
		HOURLY RATE	\$41.4539	\$43.5133	\$45.6424	\$47.9524	\$50.3458
A104	ACCOUNTING ASSISTANT I	ANNUAL	\$58,929.88	\$61,911.12	\$65,008.11	\$68,105.08	\$71,375.72
		MONTHLY	\$4,910.82	\$5,159.26	\$5,417.34	\$5,675.42	\$5,947.98
		BI-WEEKLY	\$2,266.53	\$2,381.20	\$2,500.31	\$2,619.43	\$2,745.22
		HOURLY RATE	\$28.3316	\$29.7650	\$31.2539	\$32.7429	\$34.3153
A160	ACCOUNTING ASSISTANT II	ANNUAL	\$65,008.11	\$68,105.08	\$71,375.72	\$74,675.33	\$78,351.24
		MONTHLY	\$5,417.34	\$5,675.42	\$5,947.98	\$6,222.94	\$6,529.27
		BI-WEEKLY	\$2,500.31	\$2,619.43	\$2,745.22	\$2,872.13	\$3,013.51
		HOURLY RATE	\$31.2539	\$32.7429	\$34.3153	\$35.9016	\$37.6689
A102	ACCOUNTING ASSISTANT III	ANNUAL	\$74,675.33	\$78,351.24	\$82,200.80	\$86,339.76	\$90,652.38
		MONTHLY	\$6,222.94	\$6,529.27	\$6,850.07	\$7,194.98	\$7,554.37
		BI-WEEKLY	\$2,872.13	\$3,013.51	\$3,161.57	\$3,320.76	\$3,486.63
		HOURLY RATE	\$35.9016	\$37.6689	\$39.5196	\$41.5095	\$43.5829
A103	ACCOUNTING TECHNICIAN	ANNUAL	\$82,374.47	\$86,513.42	\$90,826.04	\$95,312.33	\$100,088.14
		MONTHLY	\$6,864.54	\$7,209.45	\$7,568.84	\$7,942.69	\$8,340.68
		BI-WEEKLY	\$3,168.25	\$3,327.44	\$3,493.31	\$3,665.86	\$3,849.54
		HOURLY RATE	\$39.6031	\$41.5930	\$43.6664	\$45.8233	\$48.1193
A105	ADMINISTRATIVE ASSISTANT I	ANNUAL	\$71,202.06	\$74,906.92	\$78,669.60	\$82,548.12	\$86,513.42
		MONTHLY	\$5,933.51	\$6,242.24	\$6,555.80	\$6,879.01	\$7,209.45
		BI-WEEKLY	\$2,738.54	\$2,881.04	\$3,025.75	\$3,174.93	\$3,327.44
		HOURLY RATE	\$34.2318	\$36.0130	\$37.8219	\$39.6866	\$41.5930
A100	ADMINISTRATIVE ASSISTANT II	ANNUAL	\$78,351.24	\$82,200.80	\$86,281.83	\$90,334.02	\$94,675.60
		MONTHLY	\$6,529.27	\$6,850.07	\$7,190.15	\$7,527.84	\$7,889.63
		BI-WEEKLY	\$3,013.51	\$3,161.57	\$3,318.53	\$3,474.39	\$3,641.37
		HOURLY RATE	\$37.6689	\$39.5196	\$41.4816	\$43.4299	\$45.5171



A605	ASSISTANT ENGINEER	ANNUAL	\$101,043.23	\$105,963.74	\$110,999.98	\$116,817.65	\$122,722.22
		MONTHLY	\$8,420.27	\$8,830.31	\$9,250.00	\$9,734.80	\$10,226.85
		BI-WEEKLY	\$3,886.28	\$4,075.53	\$4,269.23	\$4,492.99	\$4,720.09
		HOURLY RATE	\$48.5785	\$50.9441	\$53.3654	\$56.1624	\$59.0011
B421	ASSISTANT PARKS SUPERVISOR	ANNUAL	\$96,375.14	\$101,194.22	\$106,253.72	\$111,566.42	\$117,145.04
		MONTHLY	\$8,031.26	\$8,432.85	\$8,854.48	\$9,297.20	\$9,762.09
		BI-WEEKLY	\$3,706.74	\$3,892.09	\$4,086.68	\$4,291.02	\$4,505.58
		HOURLY RATE	\$46.3343	\$48.6511	\$51.0835	\$53.6378	\$56.3198
A111	ASSISTANT PLANNER	ANNUAL	\$86,195.06	\$90,507.68	\$94,965.01	\$99,711.85	\$104,719.14
		MONTHLY	\$7,182.92	\$7,542.31	\$7,913.75	\$8,309.32	\$8,726.60
		BI-WEEKLY	\$3,315.19	\$3,481.06	\$3,652.50	\$3,835.07	\$4,027.66
		HOURLY RATE	\$41.4399	\$43.5133	\$45.6563	\$47.9384	\$50.3458
A608	ASSOCIATE ENGINEER	ANNUAL	\$111,115.72	\$116,557.22	\$122,114.45	\$128,568.97	\$135,052.32
		MONTHLY	\$9,259.64	\$9,713.10	\$10,176.20	\$10,714.08	\$11,254.36
		BI-WEEKLY	\$4,273.68	\$4,482.97	\$4,696.71	\$4,944.96	\$5,194.32
		HOURLY RATE	\$53.4210	\$56.0371	\$58.7089	\$61.8120	\$64.9290
A112	ASSOCIATE PLANNER	ANNUAL	\$96,238.58	\$101,043.23	\$106,108.44	\$111,492.01	\$117,078.21
		MONTHLY	\$8,019.88	\$8,420.27	\$8,842.37	\$9,291.00	\$9,756.52
		BI-WEEKLY	\$3,701.48	\$3,886.28	\$4,081.09	\$4,288.15	\$4,503.01
		HOURLY RATE	\$46.2685	\$48.5785	\$51.0136	\$53.6019	\$56.2876
A705	BUILDING ATTENDANT	ANNUAL	\$47,497.04	\$49,812.48	\$52,388.46	\$55,022.39	\$57,685.27
		MONTHLY	\$3,958.09	\$4,151.04	\$4,365.71	\$4,585.20	\$4,807.11
		BI-WEEKLY	\$1,826.81	\$1,915.86	\$2,014.94	\$2,116.25	\$2,218.66
		HOURLY RATE	\$22.8351	\$23.9483	\$25.1868	\$26.4531	\$27.7333
A603	BUILDING INSPECTOR I	ANNUAL	\$95,572.89	\$100,088.14	\$105,327.02	\$110,305.33	\$115,602.01
		MONTHLY	\$7,964.41	\$8,340.68	\$8,777.25	\$9,192.11	\$9,633.50
		BI-WEEKLY	\$3,675.88	\$3,849.54	\$4,051.04	\$4,242.51	\$4,446.23
		HOURLY RATE	\$45.9485	\$48.1193	\$50.6380	\$53.0314	\$55.5779
A613	BUILDING INSPECTOR II	ANNUAL	\$100,348.58	\$105,095.42	\$110,594.72	\$115,804.64	\$121,390.83
		MONTHLY	\$8,362.38	\$8,757.95	\$9,216.23	\$9,650.39	\$10,115.90
		BI-WEEKLY	\$3,859.56	\$4,042.13	\$4,253.64	\$4,454.02	\$4,668.88
		HOURLY RATE	\$48.2445	\$50.5266	\$53.1705	\$55.6753	\$58.3610
A101	BUILDING MAINTENANCE WORKER	ANNUAL	\$72,504.54	\$76,354.04	\$79,451.15	\$83,619.07	\$87,729.07
		MONTHLY	\$6,042.05	\$6,362.84	\$6,620.93	\$6,968.26	\$7,310.76
		BI-WEEKLY	\$2,788.64	\$2,936.69	\$3,055.81	\$3,216.12	\$3,374.20
		HOURLY RATE	\$34.8580	\$36.7086	\$38.1976	\$40.2015	\$42.1775

A106	CUSTODIAN	ANNUAL	\$59,450.87	\$62,171.56	\$65,268.54	\$68,712.84	\$72,244.04
		MONTHLY	\$4,954.24	\$5,180.96	\$5,439.05	\$5,726.07	\$6,020.34
		BI-WEEKLY	\$2,286.57	\$2,391.21	\$2,510.33	\$2,642.80	\$2,778.62
		HOURLY RATE	\$28.5821	\$29.8901	\$31.3791	\$33.0350	\$34.7328
A116	CUSTOMER SERVICE SUPERVISOR	ANNUAL	\$86,224.03	\$90,507.68	\$94,936.04	\$99,740.82	\$104,719.14
		MONTHLY	\$7,185.34	\$7,542.31	\$7,911.34	\$8,311.74	\$8,726.60
		BI-WEEKLY	\$3,316.31	\$3,481.06	\$3,651.39	\$3,836.19	\$4,027.66
		HOURLY RATE	\$41.4539	\$43.5133	\$45.6424	\$47.9524	\$50.3458
A451	ECONOMIC DEVELOPMENT & HOUSING SPECIALIST	ANNUAL	\$105,095.42	\$110,363.26	\$115,891.53	\$121,680.23	\$127,758.46
		MONTHLY	\$8,757.95	\$9,196.94	\$9,657.63	\$10,140.02	\$10,646.54
		BI-WEEKLY	\$4,042.13	\$4,244.74	\$4,457.37	\$4,680.01	\$4,913.79
		HOURLY RATE	\$50.5266	\$53.0593	\$55.7171	\$58.5001	\$61.4224
A301	EMERGENCY PREP/FIRE ED	ANNUAL	\$81,361.44	\$85,239.85	\$89,494.67	\$94,096.69	\$98,611.94
		MONTHLY	\$6,780.12	\$7,103.32	\$7,457.89	\$7,841.39	\$8,217.66
		BI-WEEKLY	\$3,129.29	\$3,278.46	\$3,442.10	\$3,619.10	\$3,792.77
		HOURLY RATE	\$39.1161	\$40.9808	\$43.0263	\$45.2388	\$47.4096
A604	ENGINEERING TECHNICIAN II	ANNUAL	\$81,042.96	\$85,153.08	\$89,494.67	\$93,894.06	\$98,525.18
		MONTHLY	\$6,753.58	\$7,096.09	\$7,457.89	\$7,824.51	\$8,210.43
		BI-WEEKLY	\$3,117.04	\$3,275.12	\$3,442.10	\$3,611.31	\$3,789.43
		HOURLY RATE	\$38.9630	\$40.9390	\$43.0263	\$45.1414	\$47.3679
A625	ENVIRONMENTAL REGULATORY COMPLIANCE MANAGER	ANNUAL	\$98,496.97	\$103,378.40	\$108,627.58	\$114,010.46	\$119,694.17
		MONTHLY	\$8,208.08	\$8,614.87	\$9,052.30	\$9,500.87	\$9,974.51
		BI-WEEKLY	\$3,788.35	\$3,976.09	\$4,177.98	\$4,385.02	\$4,603.62
		HOURLY RATE	\$47.3544	\$49.7011	\$52.2248	\$54.8128	\$57.5453
A805	GRAPHIC ARTIST	ANNUAL	\$71,925.68	\$75,514.69	\$79,277.48	\$83,242.78	\$87,410.71
		MONTHLY	\$5,993.81	\$6,292.89	\$6,606.46	\$6,936.90	\$7,284.23
		BI-WEEKLY	\$2,766.37	\$2,904.41	\$3,049.13	\$3,201.65	\$3,361.95
		HOURLY RATE	\$34.5796	\$36.3051	\$38.1141	\$40.0206	\$42.0244
A614	GREEN BUILDING SPECIALIST	ANNUAL	\$83,242.78	\$87,410.71	\$91,839.07	\$96,354.32	\$101,187.93
		MONTHLY	\$6,936.90	\$7,284.23	\$7,653.26	\$8,029.53	\$8,432.33
		BI-WEEKLY	\$3,201.65	\$3,361.95	\$3,532.27	\$3,705.94	\$3,891.84
		HOURLY RATE	\$40.0206	\$42.0244	\$44.1534	\$46.3243	\$48.6480
A606	JUNIOR ENGINEER	ANNUAL	\$91,752.29	\$96,122.85	\$101,043.23	\$105,963.74	\$110,999.98
		MONTHLY	\$7,646.02	\$8,010.24	\$8,420.27	\$8,830.31	\$9,250.00
		BI-WEEKLY	\$3,528.93	\$3,697.03	\$3,886.28	\$4,075.53	\$4,269.23
		HOURLY RATE	\$44.1116	\$46.2129	\$48.5785	\$50.9441	\$53.3654

A801	LIBRARIAN I	ANNUAL	\$75,427.92	\$79,074.86	\$82,721.79	\$86,947.51	\$91,086.60
		MONTHLY	\$6,285.66	\$6,589.57	\$6,893.48	\$7,245.63	\$7,590.55
		BI-WEEKLY	\$2,901.07	\$3,041.34	\$3,181.61	\$3,344.14	\$3,503.33
		HOURLY RATE	\$36.2634	\$38.0168	\$39.7701	\$41.8018	\$43.7916
A800	LIBRARIAN II	ANNUAL	\$83,040.15	\$87,179.11	\$91,376.01	\$95,833.32	\$100,840.61
		MONTHLY	\$6,920.01	\$7,264.93	\$7,614.67	\$7,986.11	\$8,403.38
		BI-WEEKLY	\$3,193.85	\$3,353.04	\$3,514.46	\$3,685.90	\$3,878.49
		HOURLY RATE	\$39.9231	\$41.9130	\$43.9308	\$46.0738	\$48.4811
A804	LIBRARY ASSISTANT I	ANNUAL	\$57,772.04	\$60,753.28	\$63,763.49	\$66,686.81	\$70,189.05
		MONTHLY	\$4,814.34	\$5,062.77	\$5,313.62	\$5,557.23	\$5,849.09
		BI-WEEKLY	\$2,222.00	\$2,336.66	\$2,452.44	\$2,564.88	\$2,699.58
		HOURLY RATE	\$27.7750	\$29.2083	\$30.6555	\$32.0610	\$33.7448
A803	LIBRARY ASSISTANT II	ANNUAL	\$64,458.15	\$67,323.54	\$70,941.63	\$74,125.38	\$77,772.32
		MONTHLY	\$5,371.51	\$5,610.30	\$5,911.80	\$6,177.12	\$6,481.03
		BI-WEEKLY	\$2,479.16	\$2,589.37	\$2,728.52	\$2,850.98	\$2,991.24
		HOURLY RATE	\$30.9895	\$32.3671	\$34.1065	\$35.6373	\$37.3905
A802	LIBRARY ASSISTANT III	ANNUAL	\$71,954.65	\$75,225.29	\$79,161.62	\$83,098.08	\$87,005.45
		MONTHLY	\$5,996.22	\$6,268.77	\$6,596.80	\$6,924.84	\$7,250.45
		BI-WEEKLY	\$2,767.49	\$2,893.28	\$3,044.68	\$3,196.08	\$3,346.36
		HOURLY RATE	\$34.5936	\$36.1660	\$38.0585	\$39.9510	\$41.8295
A121	MANAGEMENT ANALYST	ANNUAL	\$89,452.97	\$94,160.82	\$99,116.73	\$104,333.39	\$109,824.62
		MONTHLY	\$7,454.41	\$7,846.74	\$8,259.73	\$8,694.45	\$9,152.05
		BI-WEEKLY	\$3,440.50	\$3,621.57	\$3,812.18	\$4,012.82	\$4,224.02
		HOURLY RATE	\$43.0063	\$45.2696	\$47.6523	\$50.1603	\$52.8003
A120	MANAGEMENT ASSISTANT	ANNUAL	\$85,905.53	\$90,218.29	\$94,675.60	\$99,451.30	\$104,400.77
		MONTHLY	\$7,158.79	\$7,518.19	\$7,889.63	\$8,287.61	\$8,700.06
		BI-WEEKLY	\$3,304.06	\$3,469.93	\$3,641.37	\$3,825.05	\$4,015.41
		HOURLY RATE	\$41.3008	\$43.3741	\$45.5171	\$47.8131	\$50.1926
A107	OFFICE ASSISTANT I	ANNUAL	\$56,585.36	\$59,450.87	\$62,430.74	\$65,384.40	\$68,944.43
		MONTHLY	\$4,715.45	\$4,954.24	\$5,202.56	\$5,448.70	\$5,745.37
		BI-WEEKLY	\$2,176.36	\$2,286.57	\$2,401.18	\$2,514.78	\$2,651.71
		HOURLY RATE	\$27.2045	\$28.5821	\$30.0148	\$31.4348	\$33.1464
A670	OFFICE ASSISTANT II	ANNUAL	\$61,968.93	\$64,805.48	\$68,047.16	\$71,433.66	\$74,704.30
		MONTHLY	\$5,164.08	\$5,400.46	\$5,670.60	\$5,952.81	\$6,225.36
		BI-WEEKLY	\$2,383.42	\$2,492.52	\$2,617.20	\$2,747.45	\$2,873.24
		HOURLY RATE	\$29.7928	\$31.1565	\$32.7150	\$34.3431	\$35.9155

A201	PARKING ENFORCEMENT OFFICER	ANNUAL	\$63,242.50	\$66,252.71	\$69,523.35	\$73,054.43	\$76,701.37
		MONTHLY	\$5,270.21	\$5,521.06	\$5,793.61	\$6,087.87	\$6,391.78
		BI-WEEKLY	\$2,432.40	\$2,548.18	\$2,673.98	\$2,809.79	\$2,950.05
		HOURLY RATE	\$30.4050	\$31.8523	\$33.4248	\$35.1224	\$36.8756
A200	PARKING SYSTEM TECHNICIAN	ANNUAL	\$68,712.84	\$72,244.04	\$75,572.62	\$79,248.51	\$83,213.81
		MONTHLY	\$5,726.07	\$6,020.34	\$6,297.72	\$6,604.04	\$6,934.48
		BI-WEEKLY	\$2,642.80	\$2,778.62	\$2,906.64	\$3,048.02	\$3,200.53
		HOURLY RATE	\$33.0350	\$34.7328	\$36.3330	\$38.1003	\$40.0066
A114	PAYROLL ADMINISTRATOR	ANNUAL	\$86,224.03	\$90,507.68	\$94,936.04	\$99,740.82	\$104,719.14
		MONTHLY	\$7,185.34	\$7,542.31	\$7,911.34	\$8,311.74	\$8,726.60
		BI-WEEKLY	\$3,316.31	\$3,481.06	\$3,651.39	\$3,836.19	\$4,027.66
		HOURLY RATE	\$41.4539	\$43.5133	\$45.6424	\$47.9524	\$50.3458
A609	PERMIT TECHNICIAN	ANNUAL	\$75,688.36	\$79,422.18	\$83,503.21	\$87,584.37	\$91,925.96
		MONTHLY	\$6,307.36	\$6,618.52	\$6,958.60	\$7,298.70	\$7,660.50
		BI-WEEKLY	\$2,911.09	\$3,054.70	\$3,211.66	\$3,368.63	\$3,535.61
		HOURLY RATE	\$36.3886	\$38.1838	\$40.1458	\$42.1079	\$44.1951
A108	PLANNER	ANNUAL	\$96,238.58	\$101,014.27	\$106,166.37	\$111,115.72	\$116,817.65
		MONTHLY	\$8,019.88	\$8,417.86	\$8,847.20	\$9,259.64	\$9,734.80
		BI-WEEKLY	\$3,701.48	\$3,885.16	\$4,083.32	\$4,273.68	\$4,492.99
		HOURLY RATE	\$46.2685	\$48.5645	\$51.0415	\$53.4210	\$56.1624
A205	POLICE ADMIN SERVICES COORDINATOR	ANNUAL	\$73,835.98	\$77,511.88	\$81,332.47	\$85,182.05	\$89,263.08
		MONTHLY	\$6,153.00	\$6,459.32	\$6,777.71	\$7,098.50	\$7,438.59
		BI-WEEKLY	\$2,839.85	\$2,981.23	\$3,128.17	\$3,276.23	\$3,433.20
		HOURLY RATE	\$35.4981	\$37.2654	\$39.1021	\$40.9529	\$42.9150
A202	POLICE CLERK I	ANNUAL	\$58,929.88	\$61,911.12	\$65,008.11	\$68,105.08	\$71,375.72
		MONTHLY	\$4,910.82	\$5,159.26	\$5,417.34	\$5,675.42	\$5,947.98
		BI-WEEKLY	\$2,266.53	\$2,381.20	\$2,500.31	\$2,619.43	\$2,745.22
		HOURLY RATE	\$28.3316	\$29.7650	\$31.2539	\$32.7429	\$34.3153
A203	POLICE CLERK II	ANNUAL	\$65,008.11	\$68,105.08	\$71,375.72	\$74,675.33	\$78,351.24
		MONTHLY	\$5,417.34	\$5,675.42	\$5,947.98	\$6,222.94	\$6,529.27
		BI-WEEKLY	\$2,500.31	\$2,619.43	\$2,745.22	\$2,872.13	\$3,013.51
		HOURLY RATE	\$31.2539	\$32.7429	\$34.3153	\$35.9016	\$37.6689
A204	POLICE CLERK III	ANNUAL					\$90,218.29
		MONTHLY					\$7,518.19
		BI-WEEKLY					\$3,469.93
		HOURLY RATE					\$43.3741

A711	PROGRAM COORDINATOR	ANNUAL	\$51,491.31	\$54,038.34	\$56,701.22	\$59,508.68	\$62,518.88
		MONTHLY	\$4,290.94	\$4,503.20	\$4,725.10	\$4,959.06	\$5,209.91
		BI-WEEKLY	\$1,980.44	\$2,078.40	\$2,180.82	\$2,288.80	\$2,404.57
		HOURLY RATE	\$24.7555	\$25.9800	\$27.2603	\$28.6100	\$30.0571
A610	PROJECT MANAGER GIS COORDINATOR	ANNUAL					\$141,825.21
		MONTHLY					\$11,818.77
		BI-WEEKLY					\$5,454.82
		HOURLY RATE					\$68.1853
A611	PUBLIC WORKS INSPECTOR	ANNUAL	\$95,283.37	\$99,972.28	\$105,037.50	\$110,276.36	\$115,862.57
		MONTHLY	\$7,940.28	\$8,331.02	\$8,753.13	\$9,189.70	\$9,655.21
		BI-WEEKLY	\$3,664.75	\$3,845.09	\$4,039.90	\$4,241.40	\$4,456.25
		HOURLY RATE	\$45.8094	\$48.0636	\$50.4988	\$53.0175	\$55.7031
A702	RECREATION COORDINATOR I	ANNUAL	\$56,701.45	\$59,508.76	\$62,518.88	\$65,644.85	\$68,926.97
		MONTHLY	\$4,725.12	\$4,959.06	\$5,209.91	\$5,470.40	\$5,743.91
		BI-WEEKLY	\$2,180.83	\$2,288.80	\$2,404.57	\$2,524.80	\$2,651.04
		HOURLY RATE	\$27.2604	\$28.6100	\$30.0571	\$31.5600	\$33.1380
A701	RECREATION COORDINATOR II	ANNUAL	\$74,299.04	\$77,859.21	\$81,535.11	\$85,587.17	\$89,842.00
		MONTHLY	\$6,191.59	\$6,488.27	\$6,794.59	\$7,132.26	\$7,486.83
		BI-WEEKLY	\$2,857.66	\$2,994.59	\$3,135.97	\$3,291.81	\$3,455.46
		HOURLY RATE	\$35.7208	\$37.4324	\$39.1996	\$41.1476	\$43.1933
A602	SENIOR BUILDING INSPECTOR	ANNUAL	\$107,208.35	\$112,505.03	\$117,830.80	\$124,082.68	\$130,334.57
		MONTHLY	\$8,934.03	\$9,375.42	\$9,819.23	\$10,340.22	\$10,861.21
		BI-WEEKLY	\$4,123.40	\$4,327.12	\$4,531.95	\$4,772.41	\$5,012.87
		HOURLY RATE	\$51.5425	\$54.0890	\$56.6494	\$59.6551	\$62.6609
A607	SENIOR PUBLIC WORKS INSPECTOR	ANNUAL	\$105,819.04	\$111,115.72	\$116,557.22	\$122,114.45	\$128,568.97
		MONTHLY	\$8,818.25	\$9,259.64	\$9,713.10	\$10,176.20	\$10,714.08
		BI-WEEKLY	\$4,069.96	\$4,273.68	\$4,482.97	\$4,696.71	\$4,944.96
		HOURLY RATE	\$50.8745	\$53.4210	\$56.0371	\$58.7089	\$61.8120
A615	SENIOR GREEN BUILDING SPECIALIST	ANNUAL	\$89,902.21	\$94,403.56	\$99,186.19	\$104,062.66	\$109,282.96
		MONTHLY	\$7,491.85	\$7,866.96	\$8,265.52	\$8,671.89	\$9,106.91
		BI-WEEKLY	\$3,457.78	\$3,630.91	\$3,814.85	\$4,002.41	\$4,203.19
		HOURLY RATE	\$43.2223	\$45.3864	\$47.6856	\$50.0301	\$52.5399
A115	SUSTAINABILITY PROGRAM MANAGER	ANNUAL	\$106,103.87	\$111,422.66	\$116,978.43	\$122,839.04	\$128,971.32
		MONTHLY	\$8,841.99	\$9,285.22	\$9,748.20	\$10,236.59	\$10,747.61
		BI-WEEKLY	\$4,080.92	\$4,285.49	\$4,499.17	\$4,724.58	\$4,960.44
		HOURLY RATE	\$51.0115	\$53.5686	\$56.2396	\$59.0573	\$62.0055

A601	TRAFFIC-CIVIL ENGINEER	ANNUAL	\$105,963.74	\$110,999.98	\$116,817.65	\$122,722.22	\$128,916.30
		MONTHLY	\$8,830.31	\$9,250.00	\$9,734.80	\$10,226.85	\$10,743.03
		BI-WEEKLY	\$4,075.53	\$4,269.23	\$4,492.99	\$4,720.09	\$4,958.32
		HOURLY RATE	\$50.9441	\$53.3654	\$56.1624	\$59.0011	\$61.9790
A600	TRANSPORTATION ENGINEER	ANNUAL	\$122,172.39	\$128,337.38	\$134,762.93	\$141,449.04	\$148,627.05
		MONTHLY	\$10,181.03	\$10,694.78	\$11,230.24	\$11,787.42	\$12,385.59
		BI-WEEKLY	\$4,698.94	\$4,936.05	\$5,183.19	\$5,440.35	\$5,716.43
		HOURLY RATE	\$58.7368	\$61.7006	\$64.7899	\$68.0044	\$71.4554
A612	TRANSPORTATION PROGRAM MANAGER	ANNUAL	\$123,793.16	\$130,045.04	\$136,441.64	\$143,330.37	\$150,479.54
		MONTHLY	\$10,316.10	\$10,837.09	\$11,370.14	\$11,944.20	\$12,539.96
		BI-WEEKLY	\$4,761.28	\$5,001.73	\$5,247.76	\$5,512.71	\$5,787.67
		HOURLY RATE	\$59.5160	\$62.5216	\$65.5970	\$68.9089	\$72.3459
A110	ZONING TECHNICIAN	ANNUAL	\$82,142.86	\$86,108.17	\$90,362.98	\$94,965.01	\$99,596.12
		MONTHLY	\$6,845.24	\$7,175.68	\$7,530.25	\$7,913.75	\$8,299.68
		BI-WEEKLY	\$3,159.34	\$3,311.85	\$3,475.50	\$3,652.50	\$3,830.62
		HOURLY RATE	\$39.4918	\$41.3981	\$43.4438	\$45.6563	\$47.8828

## **Exhibit B – Alternative Work Schedule**

### **POLICY**

The Alternative Work Schedule Policy provides an opportunity for eligible employees to work 40-hour workweeks in less than the traditional 5 days per week. Alternative work schedules will be offered to the extent the practice does not negatively impact business operations or service to the community. Additionally, alternative work schedules will be offered in a way that will not materially increase the costs of serving the community of Burlingame. If a current employee is working a traditional 5/40-work week and his/her individual circumstance is not conducive to an alternative work schedule, the supervisor and manager will assess if the employee can keep his/her traditional 5/40 schedule. Such an assessment will involve looking at the needs of the City, public, employee and workgroup.

### **ELIGIBILITY**

The policy applies to full-time, regular employees who shifts are traditionally scheduled Monday through Friday in the time period from 7AM - 7PM. Sworn public safety employees that are on shift or who work in administrative capacities are not eligible to participate in the Alternative Work Schedule Policy unless otherwise approved by the Police Chief.

### **WORK SCHEDULE**

The standard alternative work schedule under this policy is referred to as a 9/80 work schedule. This provides that employees work nine (9) hours per day, four (4) days per week, plus one eight (8) hour day once every two weeks. If approved by the City Manager, departments may implement other alternative work schedules such as a 4/10.

### **WORK WEEK**

The standard workweek is defined as forty (40) hours per week and will start at 12:01 pm on Friday.

### **HOLIDAYS**

Holidays will retain their value of eight (8) hours per day. For example, if a holiday falls on what would otherwise be a nine (9) hour workday, the employee must either use one (1) hour of vacation, administrative or floating holiday leave to be compensated for the additional hour. The employee, with the Department Head's approval, may also elect to work one additional hour another day within the workweek to make-up for this hour.

## **PROGRAM CRITERIA:**

The success of this program is based on the premise that City services will be maintained and will not deteriorate due to the implementation of an alternative work program. Prior to implementing such a program, each department will be required to submit standards that will be used to measure the program impacts. Such standards should include some measurement of:

- ✓ Productivity
- ✓ Quality of Service and Impact on Key-Indicators regarding Service
- ✓ Sick Leave Usage
- ✓ Complaints from the public or other City departments regarding staff unavailability
- ✓ If service hours are extended into the evening, usage during the later hours
- ✓ Proportion of work that has either fallen to others (not on alternative work schedule) or not being done in a timely manner
- ✓ Economic Impact – including increase in overtime
- ✓ Employee Morale

Additionally, when designing a program for a specific unit or division, the following will need to be addressed:

- ✓ Adequate phone and counter coverage to provide services
- ✓ Cross-training to ensure all City services are maintained each day
- ✓ Sufficient supervision of the work group
- ✓ Coverage during peak vacation seasons
- ✓ Maintenance of services that require interdepartmental support
- ✓ Employee safety

All employees that opt to participate in a pilot program will be required to submit an Alternative Work Schedule Agreement. Pilot programs will be for no more than six (6)



months and are subject to Department Head approval. The pilot program is not subject to the City's grievance procedure.

**DATE:**           **Date**  
**TO:**             **Employee Name, Employee Job Title**  
**FROM:**         **DH Name, Director Title**  
**SUBJECT:**     **Alternative Work Schedule Agreement**

This agreement constitutes a \_\_\_\_\_ month trial program for an alternative work schedule that will be in effect from \_\_\_\_\_ to \_\_\_\_\_. However, as the Department Head, I reserve the right to discontinue the flex work schedule during this period time with a minimum of ten (10) days advanced notification. Additionally, the City may make temporary adjustments to your alternative work schedule due to work demands. The City will give you a minimum of five (5) days advanced notification.

1. Effective \_\_\_\_\_, your new work schedule will be as follows:

**Week #1 (sample – use your actual)**

Monday through Thursday (7:30 a.m. – 5:00 p.m.) with a ½ hour lunch break. Friday (8:00 a.m. – 5:00 p.m.), with a 1 hour lunch break. **Total Work Hours: 44**

**Week #2 (sample – use your actual)**

Monday through Thursday (7:30 a.m. – 5:00 p.m.) with a ½ hour lunch break. Friday (scheduled 9/80 day off). **Total Work Hours: 36**

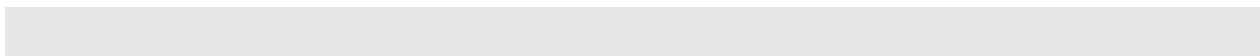
2. **Holidays:** If a holiday falls on your scheduled 9/80 day off, you will receive 8 hours of floating holiday. The days will be referred to as AWS Floater Days. All AWS floater days accrued in a calendar year must be used no later than January 31 of the following calendar year. You will not be allowed to carry-over, bank or accrue the AWS floater days. There is no cash value attached to an AWS floater day. You are not entitled to payment for any AWS floater days unused at the time of resignation or termination of City employment.
3. **Other Leave Days Affected by 9/80 Day Off:** If you take a day of vacation leave, sick leave, administrative leave or other benefit leave, you must use the number of hours which corresponds to your alternative work schedule. As an example, you will use 9 hours of sick leave if you are absent due to illness on a scheduled 9-hour workday and 8 hours of sick leave if you are absent due to illness on a scheduled 8-hour workday.
4. **Vacation and Sick Leave Accrual:** You will continue to accrue vacation leave, sick leave and other forms of leave at the rate specified in your employee MOU benefit agreement.
5. **Temporary Work Schedule Change:** Temporary changes in your alternative work schedule must be pre-approved by the Department Head and require a minimum five (5) days advance notification. Additionally, due to work demands the Department Head may make temporary changes to your Alternative Work Schedule with a minimum five (5) days advance notice.

- 6. Vacation and Other Leave Requests:** In order to minimize the impact of reduced staffing days, every attempt should be made to plan vacations and other leaves during your four (4) day work week. Special circumstances may be granted allowing overlapping of schedules only with prior approval of the Department Head. You are highly encouraged, although not mandated to schedule dental, doctor and other personal appointments on your 9/80 day off.
- 7. Employee Request to Discontinue Flex Work Schedule:** You are required to commit to the prescribed alternative work schedule agreement. If you no longer choose to continue with the agreement, you will need to request that the agreement be terminated. Such a request needs to be submitted to me in writing with a minimum of thirty (30) days prior to the desired date of change. Any early termination of the agreement is subject to my approval.
- 8. Extended Work Week:** By agreeing to the Flex Work Schedule, you will be required to work one 44 hour and one 36 hour work week for a total of 80 hours in a regular two-week pay period. **\*\*\*if for exempt act employee, use the following** As a mid-manager and member of the Mid-Management Bargaining Unit, you do not accrue overtime, and will not be additionally compensated above and beyond the work week(s) as defined in this document. Mid-Management leave will continue to be accrued and dispersed as described in your Mid-Management MOU.**\*\*\*\*if eligible for OT, use the following** Overtime hours will be based on hours worked in excess of your flex-time schedule. If you are scheduled to work a 9-hour day, eligibility for overtime would not begin until after you have worked your regularly assigned 9-hour day.
- 9. Work Expectations:** You enter into this agreement knowing that there will be no modification to your workload or job expectations to accommodate an alternative work schedule. As such, if the City determines that this program is detrimental to your performance or negatively impacting job expectations, it may be terminated with a ten (10) day minimum notice.
- 10. Paychecks:** Paychecks will not be released early to employees who are off on Fridays as a result of the Alternative Work Schedules. Employees on this program are strongly encouraged to register for direct deposit. On payday, paychecks will be available on Friday morning in the employee's department.

***My signature below signifies that I agree to all the listed conditions and understand that the City reserves the right to discontinue this program with ten (10) days advanced notification.***

_____		_____	
Employee Name	Date	DH Name	Date
_____		_____	
Employee Title		DH Title	

Cc Personnel File



## Exhibit C – FMLA Policy

### ADMINISTRATIVE PROCEDURES

**CITY OF BURLINGAME**  
**October 1, 2012** (revision)

**CATEGORY: Personnel**  
**PAGE: 4.25.1**

**SUBJECT: Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, State Disability Leave, and Paid Family Leave**

**POLICY:** The city shall grant family and medical leave in accordance with State Government Code Sections 12945 and 12945.2, the Federal Family and Medical Leave Act of 1993 (FMLA), the California Family Rights Act of 1994 (CFRA), the California Pregnancy Disability Leave Act (PDL), State Disability Insurance (SDI), Paid Family Leave (PFL) and existing city administrative or MOU procedures.

#### **A. FAMILY AND MEDICAL CARE LEAVE (FMLA and CFRA)**

Under state and federal law, eligible employees are entitled to up to twelve weeks of unpaid leave per year. FMLA and CFRA leave runs concurrently, with the exception that CFRA leave does not cover pregnancy disability. This leave shall not constitute a break in service for purposes of seniority, vacation accrual, etc.

##### **1. Employee Eligibility**

To be eligible for family and medical leave benefits, an employee must:

- Have worked for the City for a total of at least 12 months
- Have actually worked at least 1,250 hours over the previous 12 months

##### **2. Amount of Leave Available**

Eligible employees may receive up to a total of 12 work weeks of unpaid leave during any 12-month period. *The 12-month period is measured backward from the date an employee last used any FMLA leave.* As a result, the amount of leave an employee is entitled to take depends on how much time the employee has already taken during the 12-months prior to the request.

##### **3. Intermittent Leave and Minimum Duration of Leave**

If required by a health care provider, employees may take family and medical leave intermittently (in blocks of time interspersed during work time), or by reducing their normal weekly or daily work schedule. Intermittent leave can be taken in no less than one-hour increments and will be counted toward the annual 12 week allotment.

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement. In addition, the basic minimum duration of such leave is two weeks,

except that on no more than two occasions, an employee may use leave in a one-day minimum increment.

#### **4. Reasons for Leave**

Leave may only be used for one or more of the following reasons:

- For the birth or placement of a child with the employee for adoption or foster care
- To care for a spouse (including registered domestic partner), child, or parent with a serious health condition
- To care for a newborn child (birth - 12 months of age)
- When the employee is unable to perform the functions of his or her position because of a "serious health condition" as defined herein.

#### **5. Spouses Both Employed by the City**

The aggregate number of work weeks of leave to which City employees who are spouses may be entitled for reasons of birth or placement for adoption or foster care is limited to 12 work weeks during the 12-month period defined herein.

#### **6. Notice of Need for Leave**

An employee needing family and medical leave is required to provide:

- 30-day advance notice when the need for the leave is foreseeable (e.g., for childbirth or elective surgery). If an employee fails to give 30 days' notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until 30 days after the employee provides notice.
- When the need for leave is unforeseen, an employee must give notice as soon as possible.
- If the City determines that the employee's notice is inadequate or the employee knew about the need for leave in advance of the time requested, the City may delay the start of the leave until the City can cover the position with a replacement.

#### **7. Medical Certification**

Content and Due Date of Certification: An employee who requests leave for his or her own serious health condition, or to care for a child, parent or spouse who has a serious health condition, must provide the City written certification from the health care provider of the individual requiring care within 15 days after requesting leave.

- If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

- If the employee requests intermittent leave, or on a reduced schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is “medically necessary.” “Medically necessary” means that there is a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.

Second and Third Opinions: If the City has reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a third provider jointly approved by the City and the employee, and paid for by the City. The opinion of the third provider will be binding.

Consequences of Failure to Provide Adequate or Timely Certification: If the employee provides an incomplete certification, the employee will be given a reasonable time to provide a complete certification. If the employee fails to provide a medical certification within 15 days of the employee’s request for leave, the City may delay the start time for taking the leave until the required certification is provided.

Re-certification:

- Periodic Re-certification: The City may require the employee to periodically report on his or her status and intent to return to work. An employee who requests an extension of approved leave will be required to provide a new certification.
- Fitness for Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee’s own serious health condition, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to return to work. Failure to provide such certification will result in denial of reinstatement.

## **8. Use of Accrued Paid Leaves**

Family and medical leave is unpaid, except that where an employee has accrued paid leave balances, they are required to use that accrued leave time (i.e., accrued sick leave, family sick leave, vacation, floating holiday, or administrative leave) during the FMLA leave. When such accrued leave is exhausted, the employee is then entitled to take unpaid leave for the remainder of the leave period. At the employee’s discretion, accumulated compensatory time may also be taken during the period of the leave.

## **9. Concurrent Use of Family and Medical Leave with Other Leaves**

The City may designate any non-family and medical leave, such as workers’ compensation, sick, or vacation leave, to run concurrently with family and

medical leave whenever the non-family and medical leave is also for a family and medical leave purpose.

The City integrates family and medical leave with workers' compensation leave whenever an employee is absent from the work place for 30 days or more due to an industrial injury or illness. As required by law, the City will not run family and medical leave concurrently with Labor Code section 4850 leave (sworn employee temporary disability workers' compensation leave).

## **10. Benefits During Leave**

An employee will receive any group health insurance coverage that was provided before the leave on the same terms as if the employee had continued to work during the leave, up to a maximum of 12 work weeks.

Employee contributions for group health insurance coverage, if any, will be required either through payroll deduction or by direct payment to the City or insurance provider. The method of payment will be established in conjunction with the employee in writing at the beginning of the leave. The amount of an employee's contribution is subject to any changes in rates that occur while the employee is on leave.

If the City pays the employee's contribution in order to avoid cancellation of coverage, the employee will be required to reimburse the employer on a payroll deduction schedule upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period to authorize the payroll deduction for delinquent payments.

If the employee fails to return from unpaid family and medical leave for reasons other than: 1) the continuation of a serious health condition of the employee or his or her covered family member; or 2) circumstances beyond the employee's control, the City may seek reimbursement from the employee for the portion of the premiums the City paid on behalf of the employee during the leave period.

## **11. Sick and Vacation Leave Accrual**

Sick leave and vacation leave do not accrue while an employee is on unpaid leave.

## **12. Job Reinstatement**

An employee will be reinstated to his or her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions if all of the following conditions are met: 1) the employee has been on leave for no more than the maximum family and medical leave period; and 2) the employee provides the department a written certification from a health care provider that the employee is fit for duty.

If an employee is returning from family and medical leave taken for his or her own serious health condition, but is unable to perform the essential functions of his or her job because of a physical or mental disability, the City will begin an

interactive process to determine whether the City can reasonably accommodate the employee without undue hardship.

However, an employee returning from family and medical leave has no greater right to reinstatement, benefits, and other conditions of employment than if he/she had been continuously employed rather than on leave.

### **13. Required Forms**

Employees must complete the following forms in order to receive leave under this policy:

- a. "Request for Family or Medical Leave Form" prepared by the City to be eligible for leave. (Note: this form may not be required if the City designates an employee's leave to run concurrently with FMLA/CFRA leave.)
- b. "Certification of Physician or Practitioner Form" prepared by the City for medical certification—either for the employee's own serious health condition or for the serious health condition of a child, parent or spouse;
- c. Fitness-for-duty to return from leave certification from doctor.

## **B. MILITARY FAMILY LEAVE ENTITLEMENTS**

- 1. Military Caregiver Leave:** An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness will be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.
- 2. Qualifying Exigency Leave:** An eligible employee will be granted up to a total of 12 workweeks of unpaid leave during a 12-month period for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying Exigency Leave is available to a family member of a military member in the National Guard or

Reserves; it does not extend to family members of military members in the Regular Armed Forces.

3. Military Caregiver Leave and Qualifying Exigency Leave will be administered in accordance with applicable federal and state regulations

### **C. PREGNANCY DISABILITY LEAVE**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid pregnancy disability leave for up to four months.

1. **Notice & Certification Requirements** Requests for pregnancy disability leave must be submitted in writing and must be approved by the employee's supervisor or department director before the leave begins. The request must be supported by a written certification from the attending physician that the employee is disabled from working by pregnancy, childbirth or a related medical condition. The certification must state the expected duration of the disability and the expected date of return to work. (The City's "Request for Family or Medical Leave Form" and "Certification of Physician or Practitioner Form" should be used for this purpose.)

All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to the department director prior to being taken. Requests for an extension of leave must be submitted in writing to the department director prior to the agreed date of return and must be supported by a written certification of the attending physician that the employee continues to be disabled by pregnancy, childbirth, or a related medical condition. The maximum pregnancy disability leave is four months.

2. **Compensation During Leave** Pregnancy disability leaves are without pay. However, where an employee has accrued paid leave balances, the employee must first use their accrued sick leave, vacation leave, and then any other accrued paid time off during the period of the leave, and when such leaves are exhausted, may take unpaid time for the remainder of the leave.
3. **Benefits During Leave** An employee on pregnancy disability leave will receive any group health insurance coverage that was provided before the leave on the same terms as provided to other employees who become disabled off-duty, as if the employee had continued to work, if: 1) the employee is eligible for concurrent family medical leave; and 2) the employee has not already exhausted this 12-week group health insurance coverage benefit in the current family medical leave eligibility period. The City may recover premiums it paid to maintain health coverage, as provided by the family and medical leave laws, if an employee does not return to work following pregnancy disability leave.

An employee on pregnancy disability leave, and not eligible to receive group health insurance coverage as described above, may receive health insurance



coverage in conjunction with COBRA guidelines by making monthly premium payments to the City.

- 4. Sick and Vacation Leave Accrual:** Sick leave and vacation leave do not accrue while an employee is on unpaid pregnancy disability leave.
- 5. Reinstatement** Upon the expiration of pregnancy disability leave and the City's receipt of a written statement of the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position so long as it was not eliminated for a legitimate business reason during the leave.
  - a. If the employee's original position is no longer available, the employee will be assigned to an open position that is substantially similar in job content, status, pay, promotional opportunities, and geographic location as the employee's original position.
  - b. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the City will initiate an interactive process with the employee in order to identify a potential reasonable accommodations.

An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

#### **D. STATE DISABILITY INSURANCE (SDI)**

Employees covered under AFSCME collective bargaining agreements are eligible for State Disability Insurance (SDI) administered by the State Employment Development's (EDD) Disability Insurance Branch. SDI benefits are payable when an employee is off work for more than 7 days due to a personal disability, which includes pregnancy disability. SDI benefits will be integrated with an employee's sick leave hours in accordance with the following procedure:

1. When an employee is expected to be off of work more than 7 calendar days, the Human Resources Department will supply the employee with SDI Claim forms.
2. The employee will need to complete his/her section of the form and have the treating doctor complete the physician section of the forms. It is the employee's responsibility to ensure the claim forms are returned to the State in a timely fashion.
3. In order to avoid an undue financial hardship, the City will use available sick hours to pay the employee 100% of his/her normal compensation until the employee sends the City confirmation that SDI benefits are being paid **or** after being off of work for four weeks, whichever occurs first. Regardless of whether the employee is in fact collecting state disability after four weeks or not, the City will begin integration. The City will do

this by estimating the State Disability Insurance benefit as published by the Employment Development Department (EDD) and reducing this amount from the employee's normal compensation. The balance will be paid using available sick hours.

4. The employee submits his/her first state disability check payable to the City, whereupon the City will restore the sick hours reflected in the state disability pay. To determine the sick hours to be restored, the City will divide the state disability pay by the employee's hourly rate.

Integration of sick leave with SDI will bring an employee to his/her full pay and is not intended to give an employee additional compensation. Additionally, integration of SDI benefits and sick leave is not intended to give additional leave time under the terms of any state or federally mandated leave programs.

#### **E. PAID FAMILY LEAVE (PFL)**

California workers who are covered by the State Disability Insurance Program (SDI) are also covered for Paid Family Leave benefits (PFL).

No more than six weeks of Paid Family Leave benefits may be paid within any 12 month period.

1. **Employee Eligibility/Reasons for Leave**

To be eligible for paid family leave benefits, an employee must need leave in order to:

- Care for a seriously ill family member – a parent, spouse, child or domestic partner.
- Bond with the employee's new child, the new child of the employee's spouse or domestic partner, or a child in connection with the adoption or foster care placement of the child with the employee or the employee's spouse or domestic partner.

2. **Medical Certification**

A medical certificate is required by EDD when a Paid Family Leave claim is filed to provide care for a seriously ill family member. The certificate must include a diagnosis and International Classification of Diseases code; the commencing date of the disability; the probable duration; the estimated time care is needed; and state that the serious health condition warrants care. This includes "providing psychological comfort" and arranging "third party care."

3. **Waiting Period**

There is a seven day waiting period before benefits become effective. The City Requires the employee to use family sick leave (as appropriate)

or vacation or other paid leave during the waiting period. Individuals cannot receive Paid Family Leave benefits while receiving SDI benefits for a personal disability, or workers' compensation benefits.

## Exhibit D – AGREEMENT TO MEET REGARDING CITY BUDGET



*The City of Burlingame*

Y HALL • 501 PRIMROSE ROAD  
BURLINGAME, CA 94010

TEL: 650.558.7206  
FAX: 650.342-8386

CES

### MEMORANDUM

DATE: July 24, 2007  
TO: AFSCME 829 and 2190  
FROM: Deirdre Dolan, Human Resources Director  
CC: Jesus Nava, Finance Director

**SUBJECT: AGREEMENT TO MEET REGARDING CITY BUDGET**

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This is to confirm our agreement to schedule a meeting on an annual basis with AFSCME 829 and 2190 representatives, the Finance Director, and the Human Resources Director to review and discuss the City Budget. Such meeting will be scheduled in late February or early March to correlate with the City Council Budget Strategy Setting Session. AFSCME representatives will be provided with the City of Burlingame Budget Calendar, and may contact the HR Director to schedule this meeting.

## Exhibit E – SIDE LETTERS

### *Holidays*

For calendar year 2019, employees in this unit assigned to the Library will work on Indigenous People's Day (the 2<sup>nd</sup> Monday in October), and have a full day holiday on Christmas Eve and New Year's Eve in lieu.

Each calendar year thereafter, the City Librarian will meet with the Union to discuss continuing this schedule.

Dated \_\_\_\_\_

**For the City of Burlingame**

**For AFSCME Local 829 Admin Unit**

*Lisa K. Goldman*

*Tina Arce*