

# Memorandum of Understanding

Between

AFSCME Local 829

Burlingame Association of Middle Managers  
(BAMM)



And

The City of Burlingame

January 1, 2023 to December 31, 2023

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**Memorandum of Understanding  
BETWEEN  
AFSCME Local 829 BAMM  
AND  
City of Burlingame**

**1. 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, Council 57, Local 829 Burlingame Association of Mid-Management Unit, 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.

**2. 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, Council 57, Local 829 Burlingame Association of Mid-Management Unit, AFL CIO, as the majority representative employee organization for the employees assigned to the 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.

**3. 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 or 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.

**4. Union Deductions**

4.1 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.

#### 4.2 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.

#### 4.3 AFSCME P.E.O.P.L.E.

Employees may voluntarily elect to have contributions deducted through payroll at a minimum of \$2.00 per pay period, deducted from their pay checks under the procedures prescribed by the City for the Public Employees Organized to Promote Legislative Equality Fund (PEOPLE of AFSCME). Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

#### 4.4 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 4, 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 4.

#### 4.5 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 that such meetings are not used for organizational activities or membership drives of City employees.

#### 4.6 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.

#### 4.7 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 Resources 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.

#### 4.8 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 30 days of hire.

#### 4.9 Right to Representation

Any Union Member 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. Such representation, however, shall include no more than one City employee in addition to the employee being disciplined. The limitations of this section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

### **5. Advance Notice**

Except in cases of emergency, the Union shall be given reasonable advance written notice of any ordinance, policy, administrative procedure, resolution, rule or regulation directly relating to matters within the scope of representation (wages, benefits, hours and working conditions) proposed to be adopted by the City and shall be given the opportunity to meet and confer with management representatives prior to any change, adoption and/or roll out.

### **6. Stewards and Official Representatives**

#### 6.1 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.

6.2 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.

6.3 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 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.

6.4 Steward Release Time for Bargaining

The City will provide paid release time for a maximum of four Union Officers and/or Union Stewards for their participation in contract negotiations.

6.5 New Employee Orientation

The City agrees that each newly hired or promoted 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.

As part of the City's new employee orientation program or the Union shall have up to 30 minutes to provide the newly hired or promoted 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).

**7. Personnel File**

7.1 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.

7.2 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.

## **8. Salary**

### 8.1 Salary Increases

Effective the first pay period in January 2023: 2.0% Salary Increase for all classifications.

### 8.2 Work out of Class Pay and Temporary Upgrade Pay (TUP)

When an employee is assigned in writing to work out of class and temporarily replace another employee in a higher classification for five (5) consecutive workdays or more, the employee shall receive a 5.0% salary differential. In accordance with the California Code of Regulations (CCR) section 571a and b, Temporary Upgrade Pay is compensation to employees who are required to work in a vacant upgraded position/classification of limited duration. Assignment to an upgraded position is accepted voluntarily.

### **8.3 SEPARATION PAYS**

#### Accumulated Leave Allowance For Separated Employees

Employees who separate shall be paid the straight-time, base pay, salary equivalent in a lump sum for all eligible accrued and unused leave (vacation, administrative leave, and holiday, excluding CTO which includes eligible differentials).

## **9. Benefits**

### 9.1 Medical Plans

#### 9.1.1 PERS Health

Regular or probationary employees have the option of becoming members of the Public Employees Medical and Hospital Care Act ("PERS Health") insurance program.

#### 9.1.2 Flexible Benefits Plan

Under the Flexible Benefit Plan, the City's monthly contribution to PERS to provide health insurance benefits for the individual and the employee's eligible dependents shall be \$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 January 1, 2020, the City shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance components. All contributions listed below include the PERS required Minimum Employer Contribution (MEC).

- Employee Only: 92.5% of the selected medical plan premium up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for Employee only
- Employee plus one: 92.5% of the selected medical plan premium 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: 92.5% of the selected medical plan premium up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for family coverage

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

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

### 9.1.3 No Medical Plan

Effective July 2, 2012, any employee that demonstrates they have medical insurance from another service will receive \$350 per month in lieu of medical benefits. Any cash payment is subject to normal taxation, per IRS regulations.

## 9.2 Retiree Medical Plans

### 9.2.1 Tier 1

#### Retiree Medical for Employees Hired Prior to March 31, 2008

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

### 9.2.2 Tier 1a

#### Retiree Medical for Employees Hired Prior to March 31, 2008 and Retire on or after January 1, 2015

Effective January 1, 2015, employees hired prior to March 31, 2008 and who retire on or after January 1, 2015 with 5 years of City service, will receive a retiree medical benefit as follows:

For eligible retirees who are under 65 years of age, regardless of the age of their spouse/dependents, the City will contribute up to the actual enrollment cost of Bay Area Region premiums for the third highest cost plan for single retirees and the third highest cost plan for retiree plus one. For eligible retirees who are under age 65, the City will contribute up to the Kaiser Family premium for retiree plus two or more.

Eligible retirees who are 65 years of age or older must enroll in Medicare. If their spouse/dependents are under the age of 65, the City will contribute up to the actual enrollment cost of the Medicare combination supplement plan premium for the Bay Area Region for the third highest cost plan for single retirees; the third highest cost plan for retiree plus one; or Kaiser Family for retiree plus two or more.

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

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

### 9.2.3 Tier 2

#### Retiree Medical for Employees Hired On or After March 31, 2008

Employees hired on or after March 31, 2008 and prior to November 1, 2011 will receive a retiree medical benefit based on years of service with the City as follows. All contributions listed below include the PERS required Minimum Employer Contribution (MEC).

- 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.

#### 9.2.4 Tier 3

##### Retiree Medical for Employees Hired On or After November 1, 2011

Employees hired on or after November 1, 2011 will receive the following contributions to a Retiree Health Reimbursement Arrangement (HRA), based on base pay and years of service with the City.

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

#### 9.3 Dental Plan

Effective January 1, 2017, and each calendar year thereafter, the City will reimburse up to \$1,900 per year per employee for dental expenses and \$1,000 per dependent per year, not to exceed \$2,500 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.

#### 9.4 Vision Plan

Effective January 1, 2017 and each calendar thereafter, the maximum reimbursement for an employee for vision eligible expenses will be \$600 annually, not including an eye examination. If an eye examination is performed, the maximum reimbursement is \$700. The maximum cumulative reimbursement for vision eligible expenses for dependents shall not exceed \$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.

#### 9.5 Long-term Disability Insurance

The City will provide Long Term Disability insurance coverage for employees.

#### 9.6 Life Insurance

The City will maintain life insurance coverage of \$100,000 for members of the unit. The City will also provide for voluntary, employee-paid additional life insurance coverage through its group plan. This optional benefit will be paid for by employees via regular payroll deductions.

#### 9.7 Deferred Compensation

The City will maintain a matching contribution to deferred compensation of \$45.00 per pay period. Deferred compensation is part of the total salary and will be included as such for salary market analysis.

#### 9.8 Retiree Health Reimbursement Arrangement (HRA)

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

Fees will be paid in accordance with the Plan Document.

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

## **10. Retirement**

### 10.1 CalPERS Retirement Provisions

#### 10.1.1 Classic Employees

The City has implemented the provisions of the PERS 2.5% @ 55 retirement benefit for miscellaneous employees hired before December 31, 2012 (Classic employees).

The City provides the following benefit provisions to Classic employees:

- One Year Final Compensation (GC Section 20042)
- Service Credit for Accrued Sick Leave (GC Section 20965)
- Military Buyback (GC Section 21024)
- Pre-Retirement Optional Settlement 2 Death Benefit (Section 21548)

Employees shall contribute the entire PERS required employee retirement contribution. Classic employees will contribute 1.5% of the employer's contribution to PERS retirement 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).

#### 10.1.2 PEPRA Employees

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.

The City provides the following benefit provisions to PEPRA employees:

- Average of Final Three Years of Compensation
- Cap on Amount of Wages that are Eligible for PERS (\$140,424 in 2016 – increases in future years based on CalPERS)
- Service Credit for Accrued Sick Leave
- Military Buyback
- Pre-Retirement Optional Settlement 2 Death Benefit

## **11. Sick Leave**

### 11.1 Sick Leave Definition

Sick leave may be used for personal illness, non-industrial disability, and 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 (see Leave for Sick Family Members section below) or health care appointments. Employees are encouraged to accumulate sick leave in order to protect themselves in the event of an extended illness.

#### 11.2 Sick Leave Accrual

Full-time employees accrue eight hours of sick leave per month (3.69 hours per pay period) for each pay period they are in paid status. The City will suspend sick leave accrual when an employee goes into unpaid status.

#### 11.3 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.

#### 11.4 Maximum Accrual

The maximum accrual of sick leave will be 2,000 hours.

#### 11.5 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.

#### 11.6 Family Medical Leave

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

#### 11.7 Catastrophic Leave

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

#### 11.8 Sick Leave Integration

The AFSCME Local 829 Burlingame Association of Mid-Management participates in SDI. The City integrates 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.

## **12. Vacation**

### 12.1 Vacation Accrual Schedule

Anniversary Date	Days Per Year	Hours Per Pay period	Accrual Maximums Days
Hire to 4 <sup>th</sup>	10	3.08	20
5 <sup>th</sup>	15	4.62	30
10 <sup>th</sup>	16	4.93	32
11 <sup>th</sup>	17	5.24	34

12 <sup>th</sup>	18	5.54	36
13 <sup>th</sup>	19	5.85	38
14 <sup>th</sup>	20	6.16	40
15 <sup>th</sup>	21	6.47	42
16 <sup>th</sup>	22	6.78	44
17 <sup>th</sup>	23	7.09	46
25 <sup>th</sup> and over	24	7.39	48

For employees hired by the City on or after January 1, 2011, on an employee's fifth 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.

### 12.2 Accrual Maximum

Earned vacation time may be accumulated, but the employee shall not be allowed to have an accumulation of more than 2 years' accrual at any time (see table above).

### 12.3 Eligibility

With Department Head approval, employees are eligible to schedule vacation as soon as it is accrued.

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

## **13. Holiday Pay**

### 13.1 Holidays for Regular full-time employees

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

#### 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> , ½ day
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup> , ½ day
Two floating holidays per calendar year, loaded in the first full pay period of the calendar year	

All represented employees will receive three (3) 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.

Employees in this unit assigned to the Library will mutually agree on an annual basis to work or have training provided on the 2nd Monday in October (Indigenous People's Day), and have a full day holiday on Christmas Eve and New Year's Eve in lieu.

### 13.2 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 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
Admission Day	September 9 <sup>th</sup>
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 Day	December 25 <sup>th</sup>
Two floating holidays per calendar year, loaded in the first full pay period of the calendar year	

All represented employees will receive three (3) 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.

### 13.3 Holiday 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.

### 13.4 Vacation on Holiday

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

## **14. Bereavement Leave**

In the event of a death in an employee's immediate family, absence from duty shall be allowed not to exceed 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 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 2 days of sick leave, vacation leave, or other accrued leave for bereavement.

**15. 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 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.

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.

**16. 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 to use up to ten (10) days of accrued sick leave upon the arrival of an adopted child.

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

**17. Military Leave**

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

**18. Administrative Leave**

BAMM AFSCME 829 Employees are not entitled to overtime; therefore, administrative leave is granted in recognition of the fact that employees work over the normal work periods.

18.1 Administrative Leave Hours

Effective January 1, 2020, all full-time classifications in the bargaining unit will receive 80 hours of administrative leave per calendar year. Administrative Leave accrues on a bi-weekly basis.

With the consent and recommendation of the Department Head, an employee may request that the City Manager authorize additional administrative leave, up to a maximum of 16 hours per year. This additional leave may be granted based on:

- (1) Excessive hours worked,
- (2) The value of the extraordinary effort, and
- (3) The performance of the employee.

The City Manager has full discretion in deciding whether to grant additional leave. This provision does not increase the amount of administrative leave time that may be paid out.

The maximum administrative leave balance is 80 hours.

18.2 Administrative Leave Payout

Employees in FLSA exempt classifications may have a maximum of one year of administrative leave on the books and may request administrative leave pay out anytime by submitting the payout request on the timesheet.



When administrative leave balances exceed the one-year maximum (80 hours), hours that exceed the one-year maximum will automatically be paid out in the next pay period.

## **19. Mileage and Use of City Vehicles**

The City will provide mileage reimbursement for use of personal vehicles for City business. Mileage will be reimbursed at the IRS mileage rate.

## **20. Safety Shoes and Uniform Allowance**

### 20.1 Safety Shoes

Effective January 1, 2020, the City shall reimburse each employee required to wear safety shoes, as determined by each department safety committee, up to three hundred and twenty five dollars (\$325) per fiscal year.

### 20.2 Uniform Allowance

The Police Services Manager will receive an annual uniform allowance of up to \$850. Effective the first pay period in January 2017, the annual uniform allowance will be divided into 26 pay periods and paid bi-weekly.

## **21. Safety Equipment**

The City shall continue to 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.

## **22. Probationary Period**

### 22.1 Probationary Period

The probationary period for employees promoted into higher-level classifications within the BMM unit will be 6 months. The probationary period for new hires or employees new to the BMM Unit is one year.

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

## **23. Grievance Procedure**

### 23.1 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.

### 23.2 Steps:

#### Step 1 – Supervisor or Manager

Grievant shall discuss the grievance with his/her appropriate management personnel within 15 days of actual or constructive knowledge of the existence of the grievance. If the issue is not resolved, grievant shall be entitled to proceed to Step 2.

Step 2 – Department Head

Within 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:

- a) Name
- b) Classification
- c) Supervisor
- d) Section or Sections of the Memorandum allegedly violated
- e) Remedy sought
- f) Union

Within 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 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 designee shall respond to the grievance within 10 days of receipt of the written appeal. The decision of the City Manager shall be final.

23.3 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.

23.4 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 of the steps of the grievance procedure; provided, however, in no event shall more than one City employee, in addition to grievant, attend such grievance meetings. 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.

**24. 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.

**25. 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.

**26. Effect of Agreement**

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

**27. Modification**

City agrees not to alter, amend, or reduce and existing benefit during the term of this agreement without meeting and conferring regarding such change.

**28. 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.

**29. 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.

**30. Term**

Except as specifically provided herein, this Memorandum shall remain in effect for those employees employed in the classifications which comprise the AFSCME Local 829, Burlingame Association of Mid-Management bargaining unit for the period from January 1, 2023 to December 31, 2023.

**FOR THE CITY**

*Sonya M. Morrison*

**Sonya Morrison, HR Director**

*Lisa K. Goldman*

**Lisa K. Goldman, City Manager**

6/30/2022

**Date**

**FOR AFSCME LOCAL 829 BAMB**

*Tina Acree*

**Tina Acree, AFSCME Business Rep**

*Christine Granucci*

**Christine Granucci**

*Tim McAuliffe*

**Tim McAuliffe**

6/30/2022

**Date**

**Exhibit A – Salaries**

*2023 – salaries are an estimate, some rounding may occur in the payroll system*

CLASS	JOB DESCRIPTION	PAY BASIS	STEP A	STEP B	STEP C	STEP D	STEP E
B421	ASSISTANT PARKS SUPERVISOR	ANNUAL	\$98,302.64	\$103,218.10	\$108,378.79	\$113,797.75	\$119,487.94
		MONTHLY	\$8,191.89	\$8,601.51	\$9,031.57	\$9,483.15	\$9,957.33
		BI-WEEKLY	\$3,780.87	\$3,969.93	\$4,168.41	\$4,376.84	\$4,595.69
		HOURLY RATE	\$47.2610	\$49.6241	\$52.1052	\$54.7106	\$57.4462
B103	CODE COMPLIANCE OFFICER	ANNUAL	\$96,724.93	\$101,540.87	\$106,634.83	\$111,938.75	\$117,556.79
		MONTHLY	\$8,060.41	\$8,461.74	\$8,886.24	\$9,328.23	\$9,796.40
		BI-WEEKLY	\$3,720.18	\$3,905.42	\$4,101.34	\$4,305.34	\$4,521.42
		HOURLY RATE	\$46.5023	\$48.8177	\$51.2667	\$53.8167	\$56.5177
A625	ENVIRONMENTAL REGULATORY COMPLIANCE MANAGER	ANNUAL	\$100,466.91	\$105,445.97	\$110,800.13	\$116,290.67	\$122,088.05
		MONTHLY	\$8,372.24	\$8,787.16	\$9,233.34	\$9,690.89	\$10,174.00
		BI-WEEKLY	\$3,864.12	\$4,055.61	\$4,261.54	\$4,472.72	\$4,695.69
		HOURLY RATE	\$48.3015	\$50.6951	\$53.2693	\$55.9091	\$58.6962
B900	FACILITIES AND FLEET MANAGER	ANNUAL	\$116,265.75	\$122,092.69	\$128,199.39	\$134,619.72	\$141,319.67
		MONTHLY	\$9,688.81	\$10,174.39	\$10,683.28	\$11,218.31	\$11,776.64
		BI-WEEKLY	\$4,471.76	\$4,695.88	\$4,930.74	\$5,177.68	\$5,435.38
		HOURLY RATE	\$55.8970	\$58.6985	\$61.6343	\$64.7210	\$67.9422
B606	FLEET MANAGER	ANNUAL	\$113,648.57	\$119,406.09	\$125,337.72	\$131,583.93	\$138,143.77
		MONTHLY	\$9,470.71	\$9,950.51	\$10,444.81	\$10,965.33	\$11,511.98
		BI-WEEKLY	\$4,371.10	\$4,592.54	\$4,820.68	\$5,060.92	\$5,313.22
		HOURLY RATE	\$54.6387	\$57.4067	\$60.2585	\$63.2615	\$66.4153
B801	LIBRARIAN III	ANNUAL	\$104,750.58	\$109,984.97	\$115,288.64	\$121,255.68	\$127,187.41
		MONTHLY	\$8,729.22	\$9,165.41	\$9,607.39	\$10,104.64	\$10,598.95
		BI-WEEKLY	\$4,028.87	\$4,230.20	\$4,434.17	\$4,663.68	\$4,891.83
		HOURLY RATE	\$50.3609	\$52.8774	\$55.4272	\$58.2961	\$61.1479
B803	LIBRARY CIRCULATION SUPERVISOR	ANNUAL	\$82,628.42	\$86,536.18	\$90,618.66	\$95,364.25	\$99,760.68
		MONTHLY	\$6,885.70	\$7,211.35	\$7,551.55	\$7,947.02	\$8,313.39
		BI-WEEKLY	\$3,178.01	\$3,328.31	\$3,485.33	\$3,667.86	\$3,836.95
		HOURLY RATE	\$39.7252	\$41.6039	\$43.5666	\$45.8483	\$47.9619
B805	LIBRARY SERVICES MANAGER	ANNUAL	\$122,127.69	\$128,373.63	\$134,724.12	\$141,493.79	\$148,821.27
		MONTHLY	\$10,177.31	\$10,697.80	\$11,227.01	\$11,791.15	\$12,401.77
		BI-WEEKLY	\$4,697.22	\$4,937.44	\$5,181.70	\$5,442.07	\$5,723.89

		HOURLY RATE	\$58.7153	\$61.7181	\$64.7713	\$68.0258	\$71.5487
B420	PARKS SUPERVISOR	ANNUAL	\$104,925.11	\$110,263.67	\$115,811.90	\$121,639.49	\$129,141.49
		MONTHLY	\$8,743.76	\$9,188.64	\$9,650.99	\$10,136.62	\$10,761.79
		BI-WEEKLY	\$4,035.58	\$4,240.92	\$4,454.30	\$4,678.44	\$4,966.98
		HOURLY RATE	\$50.4447	\$53.0114	\$55.6787	\$58.4806	\$62.0873
B201	POLICE SERVICES MANAGER	ANNUAL	\$121,325.30	\$127,391.80	\$133,761.34	\$140,449.40	\$147,471.97
		MONTHLY	\$10,110.44	\$10,615.98	\$11,146.78	\$11,704.12	\$12,289.33
		BI-WEEKLY	\$4,666.36	\$4,899.68	\$5,144.67	\$5,401.90	\$5,672.00
		HOURLY RATE	\$58.3295	\$61.2460	\$64.3083	\$67.5238	\$70.9000
B711	RECREATION MANAGER	ANNUAL	\$112,778.75	\$118,714.46	\$124,962.57	\$131,539.54	\$138,462.67
		MONTHLY	\$9,398.23	\$9,892.87	\$10,413.55	\$10,961.63	\$11,538.56
		BI-WEEKLY	\$4,337.64	\$4,565.94	\$4,806.25	\$5,059.21	\$5,325.49
		HOURLY RATE	\$54.2205	\$57.0742	\$60.0781	\$63.2401	\$66.5687
B710	RECREATION SUPERINTENDENT	ANNUAL	\$122,127.69	\$128,408.66	\$134,724.12	\$141,563.60	\$148,856.31
		MONTHLY	\$10,177.31	\$10,700.72	\$11,227.01	\$11,796.97	\$12,404.69
		BI-WEEKLY	\$4,697.22	\$4,938.80	\$5,181.70	\$5,444.75	\$5,725.24
		HOURLY RATE	\$58.7153	\$61.7350	\$64.7713	\$68.0594	\$71.5655
B700	RECREATION SUPERVISOR	ANNUAL	\$102,831.46	\$108,170.16	\$113,160.28	\$119,091.98	\$125,024.01
		MONTHLY	\$8,569.29	\$9,014.18	\$9,430.02	\$9,924.33	\$10,418.67
		BI-WEEKLY	\$3,955.06	\$4,160.39	\$4,352.32	\$4,580.46	\$4,808.62
		HOURLY RATE	\$49.4383	\$52.0048	\$54.4040	\$57.2558	\$60.1077
B106	SENIOR ACCOUNTANT	ANNUAL	\$96,478.54	\$101,528.20	\$106,933.36	\$112,516.41	\$118,455.59
		MONTHLY	\$8,039.88	\$8,460.68	\$8,911.11	\$9,376.37	\$9,871.30
		BI-WEEKLY	\$3,710.71	\$3,904.93	\$4,112.82	\$4,327.55	\$4,555.98
		HOURLY RATE	\$46.3839	\$48.8116	\$51.4103	\$54.0945	\$56.9498
B601	SENIOR CIVIL ENGINEER	ANNUAL	\$146,727.75	\$154,055.46	\$161,801.79	\$169,862.18	\$178,411.14
		MONTHLY	\$12,227.31	\$12,837.95	\$13,483.48	\$14,155.18	\$14,867.59
		BI-WEEKLY	\$5,643.37	\$5,925.21	\$6,223.14	\$6,533.16	\$6,861.97
		HOURLY RATE	\$70.5422	\$74.0652	\$77.7893	\$81.6646	\$85.7747
B610	SENIOR MANAGEMENT ANALYST	ANNUAL	\$105,901.81	\$110,738.15	\$116,321.57	\$122,082.49	\$128,199.04
		MONTHLY	\$8,825.15	\$9,228.18	\$9,693.46	\$10,173.54	\$10,683.25
		BI-WEEKLY	\$4,073.15	\$4,259.16	\$4,473.90	\$4,695.48	\$4,930.73
		HOURLY RATE	\$50.9143	\$53.2395	\$55.9238	\$58.6935	\$61.6341
A113	SENIOR PLANNER	ANNUAL	\$122,081.85	\$128,134.02	\$134,512.52	\$141,247.16	\$148,367.36
		MONTHLY	\$10,173.49	\$10,677.84	\$11,209.38	\$11,770.60	\$12,363.95
		BI-WEEKLY	\$4,695.46	\$4,928.23	\$5,173.56	\$5,432.58	\$5,706.44

		HOURLY RATE	\$58.6932	\$61.6029	\$64.6695	\$67.9073	\$71.3305
B607	STREETS STORM SEWER DIVISION MANAGER	ANNUAL	\$116,265.75	\$122,092.69	\$128,199.39	\$134,619.72	\$141,319.67
		MONTHLY	\$9,688.81	\$10,174.39	\$10,683.28	\$11,218.31	\$11,776.64
		BI-WEEKLY	\$4,471.76	\$4,695.88	\$4,930.74	\$5,177.68	\$5,435.38
		HOURLY RATE	\$55.8970	\$58.6985	\$61.6343	\$64.7210	\$67.9422
B500	WATER DIVISION MANAGER	ANNUAL	\$116,265.75	\$122,092.69	\$128,199.39	\$134,619.72	\$141,319.67
		MONTHLY	\$9,688.81	\$10,174.39	\$10,683.28	\$11,218.31	\$11,776.64
		BI-WEEKLY	\$4,471.76	\$4,695.88	\$4,930.74	\$5,177.68	\$5,435.38
		HOURLY RATE	\$55.8970	\$58.6985	\$61.6343	\$64.7210	\$67.9422

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

### **POLICY**

The Alternative Work Schedule Policy provides an opportunity for eligible employees to work 40-hour work weeks in less than the traditional five 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 whose shifts are traditionally scheduled Monday through Friday in the time period from 7AM - 7PM.

### **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 hours per day, four days per week, plus one eight-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 work week is defined as 40 hours per week and will start at 12:01 pm on Monday.

### **HOLIDAYS**

Holidays will retain their value of eight hours per day. For example, if a holiday falls on what would otherwise be a 9-hour workday, the employee must either use one 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 work week 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 to the City Manager 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



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

This agreement constitutes a program for an alternative work schedule. However, as the Department Head, I reserve the right to discontinue the flex work schedule 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 FLSA exempt 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.
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 10 days advanced notification.***

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Name

---

Date

**SIDE LETTER OF AGREEMENT**

**BETWEEN  
CITY OF BURLINGAME  
AND  
AFSCME LOCAL 829 BAMM**

**EMPLOYEE BENEFITS COMMITTEE**

September 23, 2016

**Mission and Objectives**

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The City of Burlingame’s Employee Benefits Committee will be established to bring insight and awareness of the various benefits that the City offers its employees. The EBC will take a thoughtful and methodic approach that meets both the needs of employees and the City; as well as, considering the financial impacts for both the City and employees. The primary objectives of the Committee are:

- Explore alternate health insurance plans and other benefits
- Contain the cost of the City of Burlingame’s Employee Benefit Plans
- Work together in the development and maintenance of a benefits package that is flexible and meets the needs of City employees.
- Work together in educating City employees about their current benefits package and any changes to the plans
- Work together in eliciting feedback from City employees regarding their benefits package.

**Scope**

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The Committee shall act in an advisory only capacity. This Committee does not have decision making authority and is not a forum for collective bargaining. Any proposed benefits changes that result from the Committee process will be presented to the City Manager’s Office for consideration.

Any proposed benefits changes will be presented to the designated bargaining representatives in accordance with the City’s obligations under the relevant collective bargaining agreements and state law.

The Committee will be represented by 2 members of each collective bargaining unit and employees of the Human Resources Department. The Committee will meet as needed.

**Responsibilities of Committee Members**

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Commit to attending and participating in Committee meetings.

Express your thoughts and opinions in a group setting while respecting the thoughts and opinions of others.

Represent the committee to co-workers by sharing information, raising awareness and asking for feedback about the plan and various benefit issues.

Represent your co-workers to the committee by conveying questions or issues raised by your colleagues.

Make Committee information available to City employees through awareness and education.

**Guidelines**

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Attendance and participation are vital to the process.

Be respectful of the thoughts and opinions of others.

Avoid situations that may constitute a conflict of interest.

Respect your coworker's right to confidentiality.

**FOR THE CITY**

**FOR AFSCME LOCAL 829 BAMM**

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