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IDnum 279 **Language** English **Country** United States **State** CA

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 829

Occupations Represented
Multiple occupations represented

Bargaining Agency City of Burlingame

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 1996 **EndYear** 2001

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Original_format PDF (unitary)

Notes

Contact

Full text contract begins on following page.

1. PREAMBLE

This Memorandum of Understanding is entered into by the City of Burlingame, hereinafter designated as the "City", and the Burlingame Public Service Employees' Association (BPSEA), American Federation of State, County and Municipal Employees, Local 829 AFL-CIO, hereinafter designated as the "Union", as a mutual agreement in accordance with Section 26 of those wages, hours and other terms and conditions of employment which are to be in effect during the term of this Memorandum, for those employees working in classifications in the representative unit referred to in Section 2 hereof.

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

2. RECOGNITION

The City of Burlingame recognizes as provided in the City's Employer-Employee Relations Resolution, the Burlingame Public Service Employees' Association (BPSEA), 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, as well as such classifications as may be added to this representation unit by the City during the term of this Memorandum.

Account Clerk I-II-III	Parking Meter Service Worker
Accounting Technician	Permit Technician
Administrative Secretary	Planner
Assistant Engineer	Police Clerk I-II
Associate Engineer	Recreation Coordinator
Building Attendant	Recreation Supervisor I
Building Inspector	Secretary
Building Maintenance Worker	Senior Building Inspector
Custodian	Senior Civil Engineer
Engineering Technician I-II	Senior Public Works Inspector
Junior Engineer	Senior Typist Clerk
Library Assistant I-II-III	Traffic - Civil Engineer
Librarian I-II	Typist Clerk
Library Circulation Supervisor	Zoning Technician
Parking Enforcement Officer	

Job descriptions - for information only - are being revised per ADA.

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 race, color, creed, national origin, age, sex, sexual preference, or physical or mental handicap which does not prevent an employee from meeting the minimum standards established.

4. UNION SECURITY

- 4.1 **Dues Deduction** - The Union shall be entitled to have the regular dues of its members deducted from their paychecks, in accordance with the procedures set forth herein.
- 4.2 **Maintenance of Membership** - Employees shall be entitled to have dues deducted by filling out, signing and filing with the City an authorization form provided by the City. Any employee who signs such an authorization shall only revoke such authorization during the following time periods.
- 4.2.1 His/her first thirty (30) calendar days of employment;
- 4.2.2 The first thirty (30) calendar days following approval of this Memorandum by City Council;
- 4.2.3 The thirty (30) calendar day period between ninety (90) and sixty (60) calendar days preceding the expiration of this Memorandum of Understanding.
- Revocation during said period shall be by a written, signed statement furnished to the City.
- 4.3 **Conditions for Deduction** - The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues checkoff authorized. When a member in good standing of the Union is in a non-pay status for the pay period when his/her dues would normally be withheld, no dues withholding will be made to cover the withholding from future earnings nor will

the member deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.

- 4.4 **Transmittal** - Dues withheld by the City shall be transmitted biweekly to the officer designated in writing by the employee organization as the person authorized to receive the funds, at the address specified.
- 4.5 **Indemnification** - Union shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of checkoff of employee organization dues. In addition, Union shall refund to the City any amounts paid to it in error upon representation of supporting evidence. The City will pay to the Union any amounts which were not deducted in accordance with the procedures prescribed in this Section.
- 4.6 **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.
- 4.7 **Equipment** - The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.
- 4.8 **Bulletin Boards** - The Union may use portions of City bulletin boards under the following conditions:
- 4.8.1 All materials must receive the approval of the department or division head in charge of the department bulletin board.

- 4.8.2 All materials must be dated and must identify the organization that published them.
- 4.8.3 The City reserves the right to determine where bulletin boards shall be placed.
- 4.9 **Right to Representation** - Any employee who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Union representation at such 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.
- 4.10 **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; and if the Union does not represent the unit member in the disciplinary action, the Union will be notified of the disposition of the matter.

5. STEWARDS AND OFFICIAL REPRESENTATIVES

- 5.1 **Access by Representatives** - Reasonable access to employee work locations shall be granted officers and stewards 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 designate in writing to the City Manager or his/her designee the names of the representatives listed above. In no event shall there be more than five (5) such representatives provided, however, there shall be no more than three (3) representatives for negotiations with the City, and this limitation shall not apply to Union staff.

6. **LIST OF EMPLOYEES**

The City shall furnish the Union with the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the City shall not be required to provide such information in any format other than one already utilized by the City.

The City agrees to notify the Union of any new regular bargaining unit employee hired within thirty (30) days of hire.

7. **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.

8. **SALARY PLAN**

Salary increases for classifications covered hereunder shall be as follows for the term of this Agreement:

Effective 6/24/96 - An increase of two and one-half percent (2.5%).

Effective 6/22/98 - An increase equal to the change in the San Francisco-Oakland-San Jose Area Consumer Price Index for Urban Wage Earners and Consumers from April 1997 - April 1998 with a minimum increase of two percent (2%) and a maximum increase of four percent (4%). The resulting increase shall be reduced by one percent (1%) to compensate for the addition of the PERS 2% at Age 55 retirement benefit in 1997.

Effective 6/21/99 - An increase equal to the change in the San Francisco-Oakland-San Jose Area Consumer Price Index for Urban Wage Earners and Consumers from April 1998 -

April 1999 with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

Effective 6/19/00 - An increase equal to the change in the San Francisco-Oakland-San Jose Area Consumer Price Index for Urban Wage Earners and Consumers from April 1999 - April 2000, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

Should the specific index cited above be revised during the term of this Agreement as to reporting, formula, components or method of calculation, the parties shall immediately meet and confer regarding a substitute method of determining the wage and benefit increases not yet implemented.

Salary Survey - In the last half of the final year of this Memorandum of Understanding, the City agrees to prepare a total compensation salary and benefit survey for no more than ten (10) classifications named by the Union no later than January 1, 2000, such classifications to be studied as appropriate to agency differences.

The survey shall use the same survey cities as in 1992, 1994 and 1996, unless data is not available, in which case alternative mutually agreeable cities shall be used. Benefits to be surveyed shall include the maximum agency contribution to medical, dental and life insurance coverage, agency-paid employee PERS contribution, etc. The survey shall also include the date and amount of change at the last adjustment. The City agrees to share the survey findings with BPSEA/AFSCME Local 829.

The appropriate salary placement for the classifications Traffic Engineer and Senior Public Works Inspector shall be reviewed with the 1997-98 budget process, and adjustments, if appropriate as determined by the City after meeting with the Union, may be made with the implementation of that budget. The review shall consider alignment with City positions carrying comparable responsibilities and requirements, and the compensation of comparable positions in comparator cities.

8.1 **Salary Ranges** - Salary ranges for represented classifications shall be set forth in Exhibit "A", which is attached hereto and made a part hereof.

8.2 **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.

8.3 **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.

8.4 **Salary Anniversary Date** - Each employee who is promoted or employed 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 employment date in their current classification. A step increase shall only be denied for cause.

8.4.1 **Adjustments to Salary Range** - Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.

8.4.2 **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.

8.5 **Salary Steps and Performance Evaluations** -

8.5.1 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.

8.5.2 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.

8.5.3 The following procedure shall apply:
a. 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.

b. 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.

c. 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.

d. 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.

e. 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 BPSEA/AFSCME Local 829.

8.6 **Salary Step on Promotion** - When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such salary step results in a salary increase of

less than five (5%) percent, they shall receive a minimum of five (5%) percent increase.

- 8.7 **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; provided, 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.
- 8.8 **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.
- 8.9 **Work in a Higher Classification** -
- 8.9.1 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.
- 8.9.2 Specialist pay for Computer System Administrator, Deputy Treasurer and similar "out-of-classification" assignments/tasks, as established in previous BPSEA Memoranda of Understanding, shall be increased annually at the same percentage as general salary increases. As of 1/1/96 the specialist pay for Computer Specialist is \$79.44 per biweekly pay period, and for Deputy Treasurer is \$105.92 per biweekly pay period.
- 8.10 **Mileage Reimbursement** - An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate of thirty-one (31) cents for each mile; this compensation shall be updated as the allowable mileage is revised per IRS guidelines, with the higher amount implemented as soon as practicable after the guideline revision. It is understood that

such reimbursement does not apply to commuting by employees to or from their residence.

8.11 **Training** -

8.11.1 - **Training Expenses and Training Time** - 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, or 2) the department head provides written approval prior to the taking of the course.

8.11.2 **Required Licenses and Certificates** - In the event of new 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 costs 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 Procedure 4.13.

8.11.3 **Expense Advance for Job-Related Training** - City Administrative Procedure 4.13 has been modified to provide for a payment advance of 50% of the cost of tuition and required books of a class when the cost of the class is \$200 or more. The balance of the cost will be reimbursed after completion of the course with a passing grade. Employee will refund the advance to the City if the class is not completed.

9. **INSURANCE BENEFITS**

9.1 **Medical Insurance Plans**

Effective July 1, 1996 the maximum monthly City medical contribution shall be \$455.00 toward any of the PERS health plans. Thereafter, in any year that the full-family premium for the Kaiser North or Aetna Health Plan effective January 1 increases and exceeds \$455, the City's medical premium contribution shall increase by the change in the San Francisco-Oakland-San Jose Area Consumer Price

Index for Urban Wage Earners and Consumers from April of the prior calendar year to April of the current year.

9.2 **Dental Plan**

Effective July 1, 1996, the City agrees to pay forty-seven (\$47) dollars per month per employee and ten (\$10) dollars per month dependent coverage under the Dental Plan. Thereafter, the monthly City contribution toward the Dental Plan shall be:

July 1, 1997 - \$50 plus \$10 dependent coverage

July 1, 1998 - \$53 plus \$10 dependent coverage

July 1, 1999 - \$55 plus \$10 dependent coverage

July 1, 2000 - \$57 plus \$10 dependent coverage

9.3 **Life Insurance**

During the term hereof, the City agrees to provide life insurance to the extent of fifty thousand (\$50,000) dollars coverage for members of the bargaining unit.

9.4 **Vision Care Plan**

During the term hereof, the City agrees to provide coverage under the City self-funded vision plan, with a City contribution of ten (\$10) dollars monthly.

9.5 **Disability Insurance Plans**

9.5.1 - **State Disability Insurance** - During the term hereof, the Union shall have the right to call for an election among bargaining unit employees regarding potential participation in the State Disability Insurance (SDI) program. Should the vote be in the affirmative, the City agrees to provide payroll deduction for SDI, the premiums for which shall be paid by the employees.

9.5.2 - **Long-Term Disability Insurance** - The City will provide long-term disability insurance to all BPSEA/AFSCME members at the same levels currently provided to general employees, with a sixty (60) day waiting period. Maximum monthly benefits shall be two-thirds (2/3) of the first two thousand two hundred fifty (\$2,250) dollars of employee's basic monthly earnings. It is understood that the parties are seeking improved coverage for

bargaining unit employees within the current City expenditure limit for this insurance, and that the carrier for such insurance may therefore change during the term of this Agreement.

9.5.3 - **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 if elected by bargaining unit employees, 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.

9.7 **Plan Descriptions**

Descriptions of the insurance plans provided herein are contained in Appendix B of this Memorandum. Those descriptions are for informational purposes only and do not affect the obligations hereunder.

9.8 **Retirement**

9.8.1 **2% at Age 55 Benefit**

Effective no later than 7/1/97, the City shall implement the provisions of the PERS 2% at age 55 retirement benefit for miscellaneous employees, provided that all other affected employee organizations have agreed by 2/1/97 to five (5) year Memoranda of Understanding with wage increases and benefits substantially similar to that of BPSEA. Should such agreement not be reached, the parties agree to reopen this agreement regarding a 6/23/97 wage increase and the 6/22/98 wage increase provided in this Memorandum.

9.8.2 **Deferred Compensation**

Full-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.

9.8.3 **Deferred Compensation Incentive**

Effective July 1, 1996, 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 ten (\$10) dollars per biweekly pay period. This shall not imply any City endorsement or responsibility for the performance of any deferred compensation account or instrument selected by the employee.

9.8.4 **414 (H) 2**

On or after July 1, 1998, and upon request of the Union, the City agrees to discuss the matter of potential conversion to employee payment of PERS contributions, under a 414 (H) 2 arrangement, with a corresponding increase in wages

9.9 **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 and until there is an agreement to pay a higher amount, or the City Council takes unilateral action in the absence of agreement.

9.10 **Changes to Plans** - Should any change or changes to the current Medical Insurance, Dental Plan, and/or Vision Plan benefits occur as a result of federal or state law, the City agrees to meet and confer as soon as possible.

9.11 **Physical Fitness** - The City provides a fifty 50% discount to Burlingame Recreation Department-offered physical fitness classes on a space-available basis.

9.12 **Permanent Part-Time Benefits** - A permanent part-time employee covered hereinunder and budgeted for over 1,000 hours of work per year shall be entitled to City payment of medical insurance premiums the PERS retirement plan. Such employee may also be enrolled in and covered under the City's life insurance, long term disability insurance and dental plan, if permitted by the plan, subject to employee request and employee payment of the premiums required by the plan.

10. HOURS OF WORK, OVERTIME, PREMIUM PAY

- 10.1 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 each department, or as agreed upon with the Department Head. 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. Upon notification of the Union and within the above limitations, the City will assign starting and ending times for the various departments during the term of this Memorandum. Exceptions to this Section for individuals may be made by agreement between the City and the employee.
- 10.2 One (1) fifteen (15) minute rest break with pay shall be observed during each one-half (1/2) of the workday.
- 10.3 Authorized work performed in excess of forty (40) hours in one (1) week shall constitute overtime. An employee required to work in excess of the regularly scheduled hours of work, as defined in the preceding paragraph, shall be compensated for each overtime hour so 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.
- 10.4 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.
- 10.5 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.

- 10.6 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.
- 10.7 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.

11. HOLIDAYS

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

11.2 The following are the authorized holidays:

New Year's Day	(January First)
Martin Luther King's B'day	(3rd Monday in January)
Washington's Birthday	(3rd Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July Fourth)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veteran's Day	(November Eleventh)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(4th Friday in November)
1/2 day Christmas Eve	(December 24th)
Christmas Day	(December 25th)
1/2 day New Year's Eve	(December 31st)

Two Floating Holidays Per Calendar Year

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 11, unit members shall be entitled to fourteen (14) holidays per calendar year.

11.3 **Work on A Holiday** - Any regular full-time employee who is required to work on any of the holidays specified in Subsection 11.2 above shall, in addition to receiving regular pay for such holiday, be paid one and one-half (1-1/2) times the employee's regular

- straight-time rate of pay for all hours actually worked on such holiday.
- 11.4 **Part-Time Employee Work On A Holiday** - Any part-time employee who works on a regular City holiday shall be compensated at two (2) times base pay for such hours worked.
- 11.5 **Work on Christmas, Thanksgiving** - Any regular full-time employee who is required to work on Thanksgiving and/or Christmas Day shall in addition to receiving regular pay for such holiday, be paid two (2) times the employee's regular straight-time rate of pay for all hours actually worked on Thanksgiving or Christmas Day. ???
- 11.6 **Vacation** - In the event any of the holidays specified in Subsection 11.2 above occurs while an employee is on vacation, the holiday shall not be charged to vacation.

12. VACATION

- 12.1 Represented employees shall be entitled to vacation pay in accordance with the following provisions:
- 12.1.1 **Eligibility** - Eligibility for vacation allowance shall start as soon as vacation is accrued.
- 12.1.2 **Accrual**
- From completion of 1st year of continuous employment through completion of 5th year
- 10 days per year.
- From beginning of 6th year of continuous employment through completion of 10th year
- 15 days per year.
- During the 11th year of continuous employment
- 16 days per year.
- During the 12th year of continuous employment
- 17 days per year.
- During the 13th year of continuous employment
- 18 days per year.
- During the 14th year of continuous employment
- 19 days per year.
- During the 15th year of continuous employment
- 20 days per year.

During the 16th year of continuous employment - 21 days per year.

During the 17th year of continuous employment - 22 days per year.

During the 18th and each year thereafter of continuous employment - 23 days per year.

- 12.2 **Maximum Accrual** - Earned vacation time may be accumulated, but the employee shall not be allowed to have an accumulation of more than two (2) years' credit at any time.
- 12.3 **Scheduling** - Vacations shall be scheduled yearly by employees with the approval of the division head. Preference in scheduling shall be based on established departmental criteria.
- 12.5 **Part-Time Employee Leave Program** - Administrative Procedures Handbook Directive, Page 4.15, Type B, has been amended to provide:
- 12.5.1 Type B employees who work an average of 24 or more hours per week over a period of one or more years are eligible for prorated paid leave.
- 12.5.2 For Type B employees who have been in City employment for less than 5 years, the prorated leave shall be based on 13 vacation days and 14 holidays, equaling 216 hours per year ($13+14\times 8=216$). For Type B employees who are in or beyond their fifth year of City employment, the prorated paid leave shall be based on 18 vacation days and 14 holidays, equaling 256 hours per year ($18+14\times 8=256$).
- 12.5.3 Proration shall mean that the employee shall be entitled to a percentage of the above amounts that is equal to his/her percentage of full-time hours (example: a 30 hour per week employee is entitled to 75% of the amount specified in 12.5.2 appropriate to his/her years of service).
- 12.5.4 As with full time employees, the incremental increase in paid leave days shall be credited to Type B employees for proration as of the first day of their 5th year of City employment (anniversary date). No similar

incremental increase shall be made for employment intervals of 10 years, 15 years, or thereafter.

- 12.5.5 Earned paid leave hours may be accumulated, but the employee shall not be allowed to have an accumulation of more than two hundred eight (208) hours credit if the employee has less than five (5) years' City service and two hundred eighty-eight (288) hours credit if the employee has five or more years' City service.
- 12.5.6 Departments shall establish the number of hours of paid leave to be accrued per payroll period for each employee based on their estimated hours of work (scheduled), and report this to Payroll (for example, a third year Type B employee with a 30 hour per week annual work average will be credited with 5.54 paid leave hours per pay period $(30/40=.75 \times 216=162/26=6.23)$). Each June 30th, departments shall review with the employee the actual hours worked to determine the per-week average, and adjust the leave accumulation as necessary.
- 12.5.7 Type B employees may use their accrued leave for vacation, holidays or other purposes, and shall have the approval of their department head. It is the employee's responsibility to indicate on their time card or time sheet the type of leave desired.

13. UNIFORMS

- 13.1 Parking Enforcement Officers and the Parking Meter Service Worker shall receive an annual uniform allowance of six hundred dollars (\$600) for the purchase, care and upkeep of the uniforms they are required to wear in the performance of their duties. Such allowance shall be paid on July 1 annually. On July 1, 1998, this allowance shall be increased to six hundred twenty-five dollars (\$625), on July 1, 1999, to six hundred fifty dollars (\$650), and on July 1, 2000, to six hundred seventy-five dollars (\$675).

- 13.2 Police Clerks, and the Police Department Custodian shall receive an annual uniform allowance of four hundred fifty dollars (\$450) for the purchase, care and upkeep of the uniforms they are required to wear in the performance of their duties. Such allowance shall be paid on July 1 annually. On July 1, 1998, this allowance shall be increased to four hundred seventy-five dollars (\$475), on July 1, 1999, to five hundred dollars (\$500), and on July 1, 2000, to five hundred twenty-five dollars (\$525).

14. PROMOTION

- 14.1 All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:
- 14.1.1 The Civil Service Commission formally meets to determine that the best interests of the City will be served by promoting from within.
 - 14.1.2 The person to be promoted meets the minimum qualifications of the promotional position.
 - 14.1.3 The Civil Service Commission shall determine whether any examination shall be promotional or otherwise.
 - 14.1.4 Any promotional examination shall comply with the rules and regulations governing competitive examinations set forth in the Civil Service Rules.
- 14.2 **Employment Lists** - Employment lists shall become effective upon the approval thereof by the Civil Service Commission. Employment lists shall remain in effect for one (1) year, unless sooner exhausted, and may be extended, prior to their expiration dates, by action of the Civil Service Commission for additional one (1) year periods, 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 employee 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 **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 permanent status and thereafter accepts a promotion may be rejected during the probationary period without cause; provided, however, said employee shall retain all other rights of a permanent employee in the position held prior to promotion. Those rights can only be affected for cause.
- 14.4.1 The probationary period for a new City employee shall be twelve (12) months. The City may extend the probationary period for an equal period of time in case of absence of thirty (30) days or more for extended sick or accident leave.
- 14.4.2 The probationary period for an existing employee who accepts a promotion shall be six (6) months.
- 14.5 **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. **LEAVE PROVISIONS**

15.1 **Sick Leave**

Sick leave with pay shall be granted to all regular full-time employees at the rate of one (1) day for each month of service. In order to receive compensation while absent on sick leave, the employee shall notify the appropriate management personnel prior to the regularly scheduled shift starting time if reasonably possible.

- 15.1.1 **Physician's Certificate** - When absence is for more than four (4) workdays, or

whenever appropriate, management personnel have a bona fide question about the propriety of a request for sick leave the employee shall file a physician's certificate with the appropriate management personnel stating the cause and reasons for the absence.

15.1.2 **Leave Notification Procedure** - To ascertain the propriety of sick leave use, and reduce its misuse, the following procedure shall apply to employees in this unit who, in the last twelve (12) months, have exceeded the City-wide sick leave average for the previous calendar year:

a. **Notice** - The City shall provide written notice to the employee that their use of sick leave has exceeded the City-wide average for the previous year, and that the employee is subject to the procedure.

b. **Reporting** - Employees who notify their department of their inability to report for work shall also report to their supervisor or department a number at which they can be reached by telephone. If the employee will be unavailable to receive a telephone call at the number given for an interval of time during their regular shift hours, the employee shall notify their supervisor or department stipulating the reason and the length of time of such availability.

c. **Availability** - An employee telephoned during their normal work shift at the number provided, who is not immediately available to answer this call, or a follow-up call made to the same number within 15 minutes, except where the employee has notified their supervisor of their unavailability as described above, shall be subject to disciplinary action up to and including loss of pay for the shift in accordance with the City Administrative Procedures Handbook.

d. **Reevaluation** - Six (6) months after an employee becomes subject to this procedure, the employee's sick leave use shall be reevaluated to determine if it has dropped

below the City-wide average. If so, the procedure requirements shall be withdrawn.

- 15.1.3 **Maximum Accumulation** - Unused sick leave shall be accumulated to a maximum of one hundred eighty (180) days.
- 15.1.4 **Family Illness** - An employee shall be able to use up to three (3) days sick leave with pay each occurrence when serious illness of a member of the employee's immediate family necessitates such absence. The definition of "immediate family" shall be as set forth in Section 15.3 herein. "Serious illness" as defined herein is an illness severe enough to require the presence of the employee. The definition does not include instances where the primary purpose is convenience to the family, such as assisting family members with routine medical visits or attending family members other than infants with common illnesses such as colds or flu. The birth of a baby, hospital visits, bringing the baby home is covered under this section.
- 15.1.5 **Payoff Upon Retirement** - Upon retirement, an employee shall be paid twenty-five (25%) percent of his/her accrued, unused sick leave up to a maximum payment for thirty-seven and one-half (37-1/2) days.
- 15.1.6 **Sick Leave Incentive** - Any employee who uses three (3) days or less of sick leave including family leave, during a calendar year, shall receive one (1) day of additional pay or vacation, as the employee determines.
- Any employee who uses one (1) day or less of sick leave including family leave, during a calendar year, shall receive two (2) days of additional pay or vacation, as the employee determines.
- 15.2 **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.

15.2.1 **Provisions 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 (80%) percent 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.

15.2.2 **Light Duty** - In an attempt to accommodate requests from employees who have suffered injury or illness arising out of and in the course of assigned duties and through no fault of the employee, the City will develop a schedule for graduated light duty according to the needs of the individual employee and the City. The City will notify a designated representative of the Union when an employee has been placed on graduated light duty.

15.3 **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, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave. For the purposes of this Section, "immediate family" means father, mother, husband, wife, son, daughter, sister,

brother, grandparent, mother-in-law, or father-in-law of the employee.

- 15.4 **Leave Without Pay** - The City Manager may grant a permanent employee a leave of absence without pay or benefits not to exceed one (1) year. Request for such leave shall be in writing and shall be approved by the City Manager in writing. Leave requested under this Section shall not be routinely denied.
- 15.5 **Return to Work and Reinstatement Rights** - Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time the leave was granted.
- 15.6 **Maternity, Parental and Adoptive Leaves** - Employees may use accumulated sick leave as set forth in Section 15.1 for pregnancy related disability as such disability is certified by the employee's physician. Leave without pay shall be provided according to Section 15.4 herein for purposes of postpartum care of an infant child or for adoption of an infant child, provided however, that upon the employee's request, up to ten days of accrued sick leave may be utilized upon arrival in the employee's home of an adoptive child.
- City Administrative Procedure 4.11.1 is modified to provide employee continuation of dental, vision and life insurance if paid by the employee.
- The City will also grant unpaid leaves of absence for seven (7) working days for paternal purposes (natural and adoptive), and not to exceed four (4) months for adoptive mothers.
- A pregnant employee may remain at work until such time as her physician advises that she should be off work.
- 15.7 **Applicable Law** - Notwithstanding any provision of Section 15.1.3 or 15.5 above, the granting of family and medical leave shall be as provided by state and federal law.
- 15.8 **Military Leave** - Military Leave shall be granted in accordance with applicable State and Federal laws.

16. 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.

17. LAYOFF AND RECALL

- 17.1 Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same class or position in the City service, unless that employee has been offered the temporary work.
- 17.2 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:
 - 17.2.1 Layoffs shall be by job classification according to reverse order of seniority as defined by total City service.
 - 17.2.2 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 permanent status, provided the displaced employee has less total City service.
 - 17.2.3 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.
 - 17.2.4 The name of each employee laid off shall be entered on a re-employment list in order of seniority for three (3) years.
 - 17.2.5 Former employees appointed from a re-employment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such 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.

17.2.6 At least fourteen (14) calendar days notice shall be given to the employee prior to the date of layoff.

18. 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.

19. REINSTATEMENT

A permanent employee who has resigned in good standing may request reinstatement and the City Manager may reinstate such employee to a vacant position, if the City Manager determines reinstatement will be in the best interest of the service. Following a one (1) year period after resignation, the City Manager may request such employee to submit to a physical examination and may require the employee to serve a new probationary period.

20. DISCIPLINE

20.1 The City retains the right to impose disciplinary action upon an employee of this unit; however, the penalty for such action shall be limited to:

- a. written reprimand,
- b. suspension from work, or partial suspension from work opportunities,
- c. demotion, in class and/or pay step
- d. discharge.

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

20.1.1 **Grievance Rights** - Disciplinary actions may be imposed upon any permanent employee only for cause. Any disciplinary action or measure may be processed through the grievance procedure described herein, except that written reprimands and suspensions of one (1) day or less may not be grieved beyond Step 3 of the grievance procedure.

20.1.2 **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.

- 20.2 **Notice** - The City agrees to give any employee who is being discharged at least five (5) days' notice of such disciplinary action, except in cases of aggravated misconduct.

21. **GRIEVANCE PROCEDURE**

21.1 **Definitions:**

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

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

21.1.3 "Grievant" is an individual employee or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum. It is agreed that the employee organization can only grieve disputes over Sections 1, 2, 3, 4, 5, 6, and 7 of this Memorandum.

21.2 **Steps:**

21.2.1 **Step 1.** Grievant shall discuss the grievance with his/her appropriate management personnel within fifteen (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.

21.2.2 **Step 2.** 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.

21.2.3 **Step 3.** 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 conclusion of the meeting described in 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 ten (10) days of receipt of the written appeal. The determination of the City Manager shall be final, except as provided in Step 4.

21.2.4 **Step 4.** If not satisfied with the decision at Step 3, the grievant, within five (5) days after receipt of the Step 3 response, may request in writing that the Union submit the grievance to advisory arbitration. Within ten (10) days of the grievant's receipt of the decision at Step 3, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated.

Arbitration and Selection Process - The Union, by written notice to the City Manager within fifteen (15) days of the Step 3 response, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request of the State 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 issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit, in writing, his/her findings and award to the 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 an award 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; or 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 advisory 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.

21.3 **Failure to Pursue**

21.3.1 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.

21.3.2 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.

21.4 **Representation**

21.4.1 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; provided, 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.

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

21.4.3 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.

21.5 **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.

22. 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.

23. 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.

24. EFFECT OF AGREEMENT

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

25. MODIFICATION

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

26. 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.

27. 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.

28. 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.

29. TERM

Except as specifically provided herein, this Memorandum shall remain in effect for those employees employed in the classifications which comprise the BPSEA/AFSCME Local 829 bargaining unit for the period from July 1, 1996, to and including June 30, 2001.

**For BPSEA, AFSCME,
Local 829, AFL-CIO:**

For the City of Burl

Date: _____

Date: _____

Linda Gregory, AFSCME

Dennis Argyres

Lynn Scoffern, President

Franklin Means, Committee

Liz Roscoe, Committee

opeiu-3-afl-cio(117)vc/kf linda(BPSEA/AFSCME.mou96)

AGREEMENT

Burlingame Public Service
Employees Association
AFSCME Local 829

and

City of Burlingame

1996 - 2001

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Dennis:

Re: 2190 - Can you let me know if the summary I sent yesterday is accurate and complete. Sorry it was delayed, but we were having trouble with our printer again.

Re: BPSEA Final Draft

1) I think the language regarding medical plans is inaccurate and somewhat tortured, and I offer a revision below. My point is that you pay the maximum for any plan, not just Kaiser North and Aetna, it's just that those two plans drive any increases in City contributions. Please look at this change (which is reflected in the text of the final draft I'm sending you via Express Mail) and tell me if it's ok.

OLD:

9.1 **Medical Insurance Plans**

Effective August 1, 1996 the maximum monthly City medical premium contribution for Aetna or Kaiser-North shall be \$455.00. Thereafter, in any year that the full-family premium for the Kaiser North or Aetna Health Plan effective August 1 increases, the City's medical premium contribution shall increase by the change in the San Francisco-Oakland-San Jose Area Consumer Price Index for Urban Wage Earners and Consumers from April of the prior calendar year to April of the current year, provided that there shall be no increase in the City contribution in any year that August 1 premium rate for neither Kaiser North or Aetna exceeds the foregoing \$455 month rate.

NEW:
9.1

Medical Insurance Plans

Effective August 1, 1996 the maximum monthly City medical contribution shall be \$455.00 toward any of the PERS health plans. Thereafter, in any year that the full-family premium for the Kaiser North or Aetna Health Plan effective August 1 increases and exceeds \$455, the City's medical premium contribution shall increase by the change in the San Francisco-Oakland-San Jose Area Consumer Price Index for Urban Wage Earners and Consumers from April of the prior calendar year to April of the current year.

2) I made the revisions we have discussed in the draft. They are:
- changed the Municipal Employee Relations Officer references to you or your designee.
- changed the language regarding the number of representatives for bargaining

- changed the accrual maximums for part-timers leave to the equivalent, at each step, of 2Xthe vacation component of the leave plus 1Xthe holiday component, each times 75%, the maximum current part-time status.

first level: $13+13+14 = 40 \times 8 = 320$ hours $\times 75\% = 240$ hours

second level $18+18+14 = 50 \times 8 = 400$ hours $\times 75\% = 300$

hours

PLEASE LOOK OVER THE DRAFT WHEN YOU GET IT AND JUST LEAVE ME A MESSAGE IF IT'S OK. We'll then arrange to sign it.