MEMORANDUM OF UNDERSTANDING

BETWEEN

TEAMSTERS LOCAL 856

AND

THE CITY OF BURLINGAME

JANUARY 1, 2016 – DECEMBER 31, 2018

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Teamsters Local 856 and representatives of the City of Burlingame have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit listed in Section 1, have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

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

1. RECOGNITION

Teamsters Local 856, hereinafter referred to as the "Union", is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the following classifications:

Communications Dispatcher I
Communications Dispatcher II

2. UNION DUES AND RIGHTS

The Union shall be entitled to have their regular dues of its members deducted from their paychecks, in accordance with the procedures set forth herein.

Bargaining unit members shall be entitled to have dues deducted by filling out, signing and filing with the City an authorization form provided by the Union. Any employee who signs such an authorization shall not revoke such authorization during the term of this Memorandum, except during the following time periods:

- His/her first thirty (30) calendar days of employment;
- The first thirty (30) calendar days following approval of this Memorandum of Understanding by City Council;
- The thirty (30) calendar day period between ninety (90) calendar days 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 by the Union.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member is in good standing of the Union and is in a non-pay status for the pay period when his/her dues would normally be withheld, no dues withholding will attach to future earnings nor will the member be required to deposit the amount with the City which would have been withheld if the member

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

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

The Union shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee organization dues. In addition, the Union shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. In the event the City fails to collect an employee's Union dues, the City shall transmit delinquent dues to the Union collected from future employee payroll deductions.

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

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

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

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

Any bargaining unit member who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Union representation at such meeting; provided, such representation shall include no more than one City employee in addition to the employee being disciplined. The limitations of this Section shall apply to employees on paid release time and not to Union staff for witnesses who may be necessary to the meeting.

3. ACCESS RIGHTS

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Police Chief or his/her designee. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

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

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

4. NO DISCRIMINATION

The City agrees not to discriminate against any employee because of membership in the 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 orientation or physical or mental disability which does not prevent an employee from meeting the minimum job standards established.

5. 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 and confer with management representatives prior to adoption.

6. SALARY PLAN AND PREMIUM PAYS

6.1 Salary Increases:

- Effective the first payroll period in January 2015, salaries for the represented classifications shall be increased by 3.0%; however, 1.0% of the 3.0% salary increase shall offset the City's cost of medical premiums, such that the actual increase to base salary shall be 2.0%.
- Effective the first payroll period in January 2016, salaries for the represented classifications shall be increased by 3.0%.
- Effective the first payroll period in January 2017, salaries for the represented classifications shall be increased by 3.0%.
- Effective the first payroll period in January 2018, salaries for the represented classifications shall be increased by 3.0%.

6.2 Premium Pays will be provided as follows:

The City will provide a 5% premium pay differential to employees designated as bi-lingual service providers. Such designation will be pursuant to the City's Administrative Procedure #4.28.1.

While assigned to active training of a new dispatcher, Communications Dispatchers shall receive an 18.75% differential.

The City will provide a 5% premium pay differential to an employee who earns and submits evidence of an Intermediate POST certificate and a 7% premium differential to an employee who earns an Advanced POST certificate. The premium differential

payments will become effective receipt of appropriate evidence by the City.

6.3 Shift Differential:

1. Employees will receive a 6% shift differential if their entire assigned shift schedule falls between the hours of 1500 (3:00 PM) and 0700 (7:00 AM).

2. Employees are eligible to receive double-time when working alone for more than thirty (30) minutes between 1100 (11:00 AM) and 0300 (3:00 AM), excluding normal lunch/dinner breaks.

3. New employees in training are eligible to receive the shift differentials listed above only when their training period has been concluded.

6.4 Court Pay:

Any represented employee who is required to be in court on off-duty time as part of his/her job duties shall be entitled to pay at the rate of time and one-half (1 ½) for all court time with a minimum entitlement of three (3.0) hours at time and one-half (1 ½). In addition, such employee shall be entitled to a maximum of one (1) hour of total travel time at time and one-half (1 ½) for such court appearance, unless the employee utilizes a City vehicle to travel to court. It is understood that a represented employee who is required to appear in court during his/her shift and who is required to stay beyond the end of his/her shift, shall be entitled to pay at the rate of time and one-half (1 ½), but shall not be entitled to any minimum number of hours or to any travel time.

6.5 Salary Appointment and Advancement:

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.

Regular employees serving in regular established positions shall be advanced to the next higher salary step for their respective classifications, upon satisfactory evaluation, after completion of one (1) year of full time service in each of the salary steps for the classification upon the anniversary of the employee's appointment date or revised salary anniversary date. The Police Chief may grant an early step increase after completion of six (6) months in a classification subject to City Manager approval. Granting an early step increase may result in a revised salary anniversary date for future step increases.

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

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

7. DAYS AND HOURS OF WORK

7. 1 Work Schedule:

Dispatchers are assigned to work a schedule of 8, 10, or 12 hour shifts. Monthly dispatch schedules will be posted one (1) month in advance, between the first and the

fifth day of the designated posting month.

7.2 Shift Bid:
The full time dispatcher with the most seniority will bid first and this will continue until the least senior full time dispatcher has completed their bid. Shift bids will be posted twice per year, no later than May 1 and November 1 of each year.

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

Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for every hour of overtime worked.

Overtime will be offered in order from the most senior dispatcher to the least senior dispatcher. Per Diem dispatchers will be assigned remaining overtime slots only after this process has been completed. If necessary to mandate overtime, such overtime will be assigned in order from the least senior dispatcher to the most senior dispatcher.

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

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

7.5 Call Back:
An employee recalled to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Work may be provided for the employee during this four-hour time period.

8. HOLIDAYS

The holidays to be observed are as follows:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

When approved by the City Council, holidays shall also include every day proclaimed by the President of the United States or the Governor of California, as a public holiday and every day declared as a national day of mourning or special day. When a holiday falls on Sunday, the following Monday shall be observed. If the holiday falls on Saturday, the previous Friday shall be observed.

8.1 Holiday Pay:
Employees will receive 112 hours of holiday pay per year. Effective the first pay period after adoption of this contract (April 2016), the City agrees to pay out holiday pay over 26 pay periods. Holiday pay will be calculated by converting the number of designated holidays in a calendar year to hours and multiplying that number by the employee's hourly rate. The figure derived will be divided by 26 pay periods.

8.2 Mandatory Overtime on Holidays:
Double time will be paid to personnel who work on New Year's Day, July 4th, Thanksgiving and Christmas.

9. VACATION

9.1 Vacation Eligibility:
Employees shall be entitled to annual vacation leave with pay as it is accrued.

9.2 Vacation Schedule:

Anniversary Date	Days Per Year	Hours Per Pay period
Hire to 4th	10	3.08
5th	15	4.62
10th	16	4.93
11th	17	5.24
12th	18	5.54
13th	19	5.85
14th	20	6.16
15th	21	6.47
16th	22	6.78
17th	23	7.09
25th	24	7.39

On an employee's 5th 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.

9.3 Vacation Accumulation
Earned vacation time may be accumulated to a maximum of two (2) times the employee's annual accrual.

One time in a calendar year (January – December), an employee who has reached the maximum vacation accrual may request to be paid-out 40 hours of accrued vacation time subject to the approval of the Police Chief.

9.4 Vacation During Leave of Absence:
An employee who is on leave of absence without pay shall not accrue vacation leave benefits.

9.5 Vacation Scheduling:
Vacations will be scheduled once per year. The vacation bid for the following calendar year will be posted no later than November 1 of the prior year. Vacation bidding shall be conducted in the order of seniority with the full-time dispatcher with the most seniority bidding first and will continue until the least senior full-time dispatcher has completed her/his vacation bid.

Dispatchers will be allowed to modify scheduled vacation days if an opening exists on the vacation schedule, provided that the Administrative Sergeant is given notice at least seventy two (72) hours in advance of such proposed change.

10. TUITION REIMBURSEMENT

Employees in this unit are eligible for professional development and tuition reimbursement per the terms of the City's Administrative Procedure 4.13 - Job Related Training of Employees at City Expense.

11. SICK LEAVE

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

11.2 Sick Leave Accrual Hired Prior to January 1, 2015:
All full time regular and probationary members shall accrue sick leave at the rate of 4.62 hours per bi-weekly pay period to a maximum of 2,000 hours. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability resulting from employer service.

Sick Leave Accrual for Employees Hired on or after January 1, 2015:
All full time regular and probationary members shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period to a maximum of 2,000 hours. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability resulting from employer service.

11.3 Maximum Sick Leave Accrual:
Sick Leave with pay shall be granted to all full-time regular and probationary employees to a maximum of 2,000 hours.

11.4 Notification of Sickness:
Sick leave reporting will be in conformance with the Department's Policy Manual.

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

11.6 Sick Leave for Care of Family:
An employee shall be able to use up to 48 hours sick leave with pay per calendar year when illness of a member of the employee's immediate family necessitates such absence. The immediate family shall consist of spouse, domestic partner, child, stepchild, parents, grandparents and siblings.

11.7 Sick Leave Upon Retirement:
If an employee elects to be paid off for accrued sick leave he/she will be paid according to the following schedule:

All Hours Between:	Pay out:
0000 – 0600	25% will be paid out or 150 hours maximum payout
0600 – 1200	35% or 210 hours maximum payout
1200 – 1560	50% or 180 hours maximum payout
1561-2000	Not eligible for payout

Under this program the maximum amount of hours that will be paid out is 540 hours.

11.8 Sick Leave Conversion:
Employees can elect to have all sick leave hours converted to CalPERS credible service per GC Section 20965. If an employee elects to have sick leave hours paid out per Section 11.8, the remaining sick leave balance not paid out is eligible for conversion to credible service per GC Section 20965. The maximum available for conversion after payout is 2080 hours. Any sick leave hours paid out at retirement are not eligible for conversion.

11.9 Modified Duty:
Employee on sick leave may request to be assigned to modified duty per the terms of the City's Administrative Procedure 4.29 – Modified Duty.

11.10 Catastrophic Illness or Injury Leave/Provisions:
Employees may donate sick leave per the terms of the City's Administrative Procedure 4.27 - Catastrophic Illness.

12. LEAVES OF ABSENCE

12.1 Industrial Disability Leave:
Industrial disability leave means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for coverage under the provisions of the Worker's Compensation laws of the State of California. 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.

12.1.1 Conditions and Duration of Leave:

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

12.1.2 Modified Duty while on Industrial Disability Leave:

Employees who are on industrial disability leave may be assigned by the City to modified duty per the terms of the City's Administrative Procedure 4.29.1 – Modified Duty.

12.2 Military Leaves of Absence:

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

12.3 Other Leaves of Absence With or Without Pay:

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

12.4 Jury Duty Leave:

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

12.5 Absence Without Official Leave (AWOL):

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

12.6 Bereavement Leave:

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

the death of a non-family member, an employee shall be allowed to use vacation or CTO.

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

12.7 Family Medical Leave:
The City will provide Family Medical Leave of up to twelve (12) weeks per twelve (12) month period in accordance with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA) when serious illness of the employee or a member of the employee's immediate family necessitates such absence. Family Medical Leave will be administered in accordance with the City's Administrative Procedure 4.25.1.

13. GRIEVANCE PROCEDURE

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

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

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

13.2 Steps:

Step 1: The grievant shall discuss the grievance with his/her immediate supervisor within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. If the issue is not resolved, the grievant shall be entitled to proceed to Step 2.

Step 2: Within ten (10) days of the conclusion of the Step 1 meeting, the grievant shall request a meeting with the division commander. If the issue is not resolved, the grievant shall be entitled to proceed to Step 3.

Step 3: Within ten (10) days of the conclusion of the Step 2 meeting, the grievant shall file with the Police Chief a written grievance on the agreed upon form, which is attached as "Appendix A," setting forth the following:

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

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

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

Step 5: (a) If not satisfied with the decision at Step 4, the grievant, within five (5) days after receipt of the Step 4 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 4, the Union shall inform the City of its intent as to whether or not the grievance will be arbitrated. Should the Union deem that the grievance not be continued as a Union grievance, it shall so inform the City within ten (10) days. This shall not preclude an individual grievant from pursuing the arbitration procedure, as provided below.

(b) The Union or individual grievant, by written notice to the City Manager within fifteen (15) days of the Step 4 response, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) days of the notice, the parties shall request of the State Mediation Conciliation Service (SMCS) a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

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

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

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

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

(g) If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance that would thereafter be conducted by a second and different arbitrator. The selection of the arbitrator will be as described in section 13.2

step 5 (b) above. The fees and expenses of the separate arbitrator deciding the issue or arbitrability shall be borne by the party that raised the question of arbitrability.

13.3 Failure to Pursue:

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

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

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

13.4 Representation:

A 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 the grievant, attend such grievance meetings as representative. The limitations of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the grievance.

Neither the 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 the grievant shall be entitled to use regular work time to process the grievance.

13.5 Other Procedures:

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

14. HEALTH AND WELFARE

14.1 Medical:

14.1.1 Conversion to Flexible Benefits Plan:

Under the Flexible Benefit Plan the City's monthly contribution to PERS to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be One Hundred and Twenty-five Dollars ($125) per month effective January 1, 2016-4 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.

The City shall contribute the below listed amounts per month towards the employee's Section 125 Plan benefit allowance. All amounts listed below included the Minimum Employer Contribution (MEC).

Employee Only – Up to the Blue Shield HMO rate for employee only.
Employee plus one – Up to the Blue Shield rate for employee plus one.
Employee plus two or more – Up to the Kaiser Family rate

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

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

NO PLAN – Effective January 1, 2015, any Employee that demonstrates they have medical insurance from another service will receive Three Hundred and Fifty Dollars ($350) per month in lieu of Medical Benefits. The Three Hundred and Fifty Dollars ($350) per month may be put into a Deferred Compensation plan, Section 125 Plan, or taken in cash. Any cash payment is subject to normal taxation.

14.1.2 Retiree Medical:

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

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

- For eligible retirees who are under the age of 65, the City contribution will be equivalent to the premium for the Blue Shield Bay Area Region Single, Blue Shield Bay Area Regional Two-Party, or Kaiser Bay Area Regional Family coverage as applicable.

- For eligible retirees who are 65 years of age or older and enrolled in Medicare, the City contribution will be equivalent to the premium for the average of Kaiser, Blue Shield HMO and PERS Choice for the Bay Area Region Single, Two-Party, or Family Medicare coverage as applicable. If the Blue Shield HMO is not available, the United Healthcare HMO shall be substituted when calculating the average.

- The City will implement an Irrevocable Trust for all new contributions towards the City's GASB 45 obligations.

Employees hired prior to the effective date of the 2.5% at 55 retirement formula who retire with a minimum of five (5) years of service with the City will receive a retiree medical benefit equivalent to the amount necessary for

actual enrollment in single, two-party, or family coverage, up to a maximum dollar amount of the Kaiser family premium rate.

Employees hired on or after the effective date of the 2.5% at 55 retirement formula will receive a retiree medical benefit based on years of service with the City as follows:

- 0-9 years of service = minimum monthly amount as governed by the CalPERS Health System.
- 10 years of service = an amount equal to 100% of employee only lowest cost premium
- 15 years of service = an amount equal to 75% of employee + 1 lowest cost premium
- 20 years of service = an amount equal to 100% of employee + 1 lowest cost premium

Employees hired on or after August 15, 2011 shall receive the following contributions to a Retirement Health Saving Account, based on years of service with the City, in lieu of the Retiree Medical Benefits in Section 14.1.2 Retiree Medical.

Years of Service	Monthly Contribution
0- to the end of the 5th year of service	0.0%
6 years of service to the end of the 19th year of service	2.0% of the Police Officer Classification
20 years of service or more	2.5% of the Police Officer Classification

14.2 Dental:

Employees have the option to enroll in the City's dental reimbursement plan, Delta Dental plan, or the Teamsters Health and Welfare plan for dental coverage.

Effective January 1, 2007, the City's maximum contribution for the supplemental benefit for Teamster Health and Welfare plan is One Hundred Sixty-six Dollars and Seventy-one Cents ($166.71) per month.

Effective January 1st of each year of the MOU, the City agrees to increase the monthly supplemental benefit contribution by the change in the San Francisco-Oakland-San Jose Consumer Price Index for Urban Wage Earners and Clerical Workers (from April 1st of the prior year to April 1st of the current year.)

14.3 Vision:

The Union will continue vision coverage under the City's self-insured vision reimbursement plan.

14.4 Life Insurance:

The City provides life insurance coverage of $50,000 for members of the bargaining unit.

14.5 Deferred Compensation:

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

The City shall provide a matching contribution of up to Forty-five Dollars ($45) per pay period to an employee's deferred compensation account.

15. UNIFORM ALLOWANCE

Effective January 1, 2005, the City pays a uniform allowance of Eight Hundred and Fifty Dollars ($850) per year per employee.

Uniform allowance is paid on a separate paycheck.

For any employee who leaves prior to the end of the fiscal year in which he/she has received uniform allowance pay, the amount shall be prorated based on the percentage of the year worked, and the final paycheck adjusted accordingly.

16. PROBATIONARY PERIOD

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

The City may extend the probationary period for an equal period of time in case of an absence of thirty (30) days or more for extended sick or accident leave.

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

All promotional appointments shall be tentative and subject to a probationary period of one (1) year from date of appointment. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.

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

17. LAYOFF AND RECALL

Regular employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No employee 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.

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

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

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

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

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

The City further agrees to meet and confer with the Union prior to said layoff concerning all ramifications of the proposed layoff.

18. DEMOTION, SUSPENSION AND DISMISSAL OF REGULAR EMPLOYEES

18.1 Demotion:
No regular employee shall be demoted in grade or pay step for disciplinary reasons without just cause, and no employee shall be demoted to a position for which s/he does not possess the minimum qualifications. Written notice of demotion shall be given by the Police Chief to the employee before the effective date of the demotion. The employee shall be entitled to appeal the action in accordance with Section 18.3 of this Agreement.

18.2 Suspension Without Pay:
The Police Chief may suspend without pay an employee from her/his position at any time for disciplinary purposes. Suspension without pay shall not exceed thirty (30) calendar days without confirmation by the City Manager. Such suspension shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with Section 18.3 of this agreement.

18.3 Discharge:
A regular employee may be discharged for just cause. Such discharge shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with Section 18.3 of this agreement.

The Police Chief will issue a notice of Intended Discipline before suspending without pay, demoting or discharging an employee. Such notice will advise the employee of his/her due process rights to a "Skelly" hearing. At the employee's request, the Police Chief will conduct such a "Skelly" hearing to consider any exonerating or mitigating evidence.

Within five (5) business days upon receipt of the Notice of Imposition of Discipline, the employee, by written notice to the Human Resources Director, may request an appeal hearing be submitted to an ad hoc review board. Business days are defined as days that City Hall is open to the public.

The ad hoc review board shall be selected as follows: The City shall select one

member, the employee shall select one member and the two members thus chosen will select a third impartial member from a list supplied by the State Mediation Conciliation Service (SMCS) who will serve as Chair of the Board.

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

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

19. PERSONNEL FILES

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

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

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

20. EXPENSE REIMBURSEMENT FOR CITY BUSINESS

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

21. SENIORITY

Seniority begins on the first day of regular employment with the City of Burlingame. Seniority

will be used to determine shift bid assignments, overtime coverage, days off and vacations.

If an employee is rehired after separating service for more than six (6) months, the prior employment shall not be attributed for seniority purposes for shift bidding, overtime coverage, and time off scheduling. The rehired employee's seniority date for shift bidding, overtime coverage and time off scheduling will be the date of rehire.

22. RESIGNATION

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

23. REHIRE PROCEDURE

Within a period of two (2) years of the effective date of his or her resignation, an employee who resigns in good standing may be reinstated by the City Manager upon recommendation by the Police Chief to a vacant position in the same classification as the position from which the person resigned.

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

If the Police Chief is satisfied with the results of the background check and the employee passes the physical examination and psychological evaluation, the Police Chief will forward the request for reinstatement to the City Manager for approval. If the former employee is rehired, the employee shall be placed at the same salary step as the employee held when the employee resigned.

As a condition of rehiring, the former employee will be required to undergo the training determined by the Chief of Police to be commensurate with the former employee's length of absence from City employment.

Any former employee who left employment more than six (6) months before being rehired shall serve a probationary period of one (1) year as a condition of being rehired.

Upon successful completion of the probationary period, the employee's vacation and sick leave accrual rate on the effective date of resignation plus the period of the probationary period shall be reinstated. Upon successful completion of the probationary period, the employee's sick leave balance as of the effective date of resignation shall be reinstated, unless the employee received a payout of sick leave.

No departmental seniority for prior employment shall be attributed to any former employee rehired unless the employee is rehired within six (6) months of the effective date of the former employee's resignation.

24. RETIREMENT

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

Government Code Section 20042 – One Year Final Compensation
Government Code Section 21573 – Third level 1959 Survivor Benefits
Government Code Section 21624 – Post Retirement Survivor Allowance
Government Code Section 21024 – Military Buy Back for Credible Service
Government Code Section 20965 – Credit for Unused Sick Leave.
Government Code Section 21548 – Pre-Retirement Optional Settlement 2 Death Benefit

Effective 03/31/08, the City implemented the 2.5% at 55 retirement formula for miscellaneous employees.

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

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. PEPRA employees do not pay 1.5% of the City's contribution for the CalPERS retirement costs.

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

All increases in the Employer's contribution will be borne by the City.

25. SPECIAL PROVISIONS

Annual evaluations will be in accordance with the Department Manual.

26. CONCERTED ACTIVITIES

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

27. NO LOCKOUT

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

28. RIGHTS

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

28.2 Employee Rights:

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

29. EFFECT OF AGREEMENT

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

30. MODIFICATION

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

31. TOTAL AGREEMENT

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Memorandum of Understanding 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.

32. SEPARABILITY OF PROVISIONS

Should any section, clauses or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

33. TERM

The term of this agreement shall begin on January 1, 2016 and expire on December 31, 2018.

TEAMSTERS LOCAL 856:

Date: 6/13/16

Shirley Nicholas, Negotiator

Peter Finn, Local 856 Secretary/Treasurer

CITY OF BURLINGAME:

Date: 6-13-16

Leslie Loomis, Human Resources Director

Glenn Berkheimer, IEDA

Lisa Goldman, City Manager

Appendix A

Grievance Form

CITY OF BURLINGAME
POLICE DEPARTMENT GRIEVANCE FORM

DEFINITION:

A grievance is defined section 13.1 in the current Memorandum of Understanding (MOU). Please check this definition before filing a grievance. A "working day" is defined as days when the City Hall of the City of Burlingame is open for business.

1. **Employee Name:** _____

2. **Date filed with Supervisor:** _____

3. **Date filed with Union:** _____

4. **Department:** _____

5. **Specific clause(s) of the agreement allegedly violated:**

   Specific clauses:

   _____

   _____

   _____

   _____

6. **Statement of Grievance:**

   _____

   _____

   _____

   _____

   _____

   _____

7. **Remedy requested under this agreement:**

_____

_____

_____

_____

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

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

If applicable, name of representative:

_____

9. **Grievant's signature:** _____

Date: _____

Cc: Human Resources Director

SIDE LETTER

Between the City of Burlingame and Teamsters Local 856
Regarding

EMPLOYEE BENEFITS COMMITTEE PROPOSAL

Mission and Objectives

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

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 two (2) members of each collective bargaining unit and employees of the Human Resources Department. The Committee will meet as needed.

Responsibilities of Committee Members

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

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 Teamsters Local 856**
Leslie Loomis	Pete Fi
6-13-16	6/13/16
Date	Date

SIDE LETTER

Between the City of Burlingame and Teamsters Local 856
Regarding
Lead Dispatcher

March 28, 2016

The City and Local 856 shall meet regarding the status of the potential creation of a Lead Dispatcher classification. This meeting shall occur within 120 days of adoption of the MOU.

For the City

Leslie Loomis

6-13-16

Date

For Teamsters Local 856

6/13/16

Date