

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE ASSOCIATION OF POLICE ADMINISTRATORS**  
**AND**  
**THE CITY OF BURLINGAME**



**JANUARY 1, 2014 – DECEMBER 31, 2018**

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The Association of Police Administrators 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**

The Association of Police Administrators, hereinafter referred to as the "Association", is recognized as the majority representative, as provided in the City's Employer-Employee Relations Ordinance, for all employees assigned to the following classifications:

Police Sergeant  
Police Captain

## **2. ASSOCIATION DUES AND RIGHTS**

- 2.1 The Association shall be entitled to have their regular dues of its members deducted from their paychecks.
- 2.2 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 Association. Any employee who signs such an authorization shall not revoke such authorization during the term of this Memorandum, except during the following time periods:
  - 2.2.1 His/her first thirty (30) calendar days of employment;
  - 2.2.2 The first thirty (30) calendar days following approval of this Memorandum by City Council;
  - 2.2.3 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 Association.
- 2.3 The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member is in good standing of the Association and is in a non-pay status for the pay period when his/her dues would normally be withheld, no dues withholding will attach to future earnings nor will the member be required to deposit the amount with the City which would have

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

- 2.4 Dues withheld by the City shall be transmitted monthly to the officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.
- 2.5 The Association shall indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of employee organization dues. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. In the event the City fails to collect an employee's Association dues, the City shall transmit delinquent dues to the Association collected from future employee payroll deductions.
- 2.6 The Association may use portions of City bulletin boards to post Association materials under the following conditions:
  - 2.6.1 All materials must receive the approval of the Police Chief or his/her designee in charge of the department bulletin board for conformance with this section.
  - 2.6.2 All materials must be dated and must identify the organization that published them;
  - 2.6.3 The City reserves the right to determine where bulletin boards shall be placed.
- 2.7 The Association shall designate in writing to the City Manager or his/her designee the names of the Association officers and representatives within thirty (30) days of any change in officers or representatives.

### **3. NO DISCRIMINATION**

The City agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the City. Neither the City nor the Association shall discriminate for or against any employee or applicant for employment on account of 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.

#### **4. ADVANCE NOTICE**

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with management representatives prior to adoption.

#### **5. SALARY PLAN AND PREMIUM PAYS**

Effective the first pay period of January 2014, the following classification shall receive an increase in base salary:

Police Sergeant - 2.5%

Police Captain – No increase

Effective the first pay period of January 2015, there shall be an increase in base salary for all classes of 2.0%; however, 0.5% of the 2.0% salary increase shall offset the City's cost of medical premiums, such that the actual increase to base salary shall be 1.5%.

Effective the first pay period of January 2016, there shall be an increase in base salary for all classes of 2.0%.

Effective the first pay period of January 2017, there shall be an increase in base salary for all classes of 1.0%.

Effective the first pay period of January 2018, there shall be an increase in base salary for all classes of 2.5%; however, 0.5% of the 2.5% salary increase shall offset the City's cost of medical premiums, such that the actual increase to base salary shall be 2.0%.

5.1 Premium Pays will be provided as follows:

5.1.1 A sergeant assigned to a shift from 18:00 – 06:00 shall receive a 6% shift differential.

5.1.2 A sergeant that is not assigned to the shift defined above will qualify for a 6% shift differential if more than one-half ( $\frac{1}{2}$ ) of the sergeant's shift is from 18:00 – 06:00. The differential will apply to the entire shift. If less than one-half ( $\frac{1}{2}$ ) the shift is between 18:00 - 06:00, the differential will only apply to the hours worked within 18:00 - 06:00.

5.1.3 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.

5.1.4 Sergeants assigned to Detective, Traffic, Administrative Services and Crime Prevention shall receive a 7.0% differential. In exchange for this differential, Sergeants assigned to Traffic, Administrative Services and Crime Prevention will forego 16 hours of Paid Administrative Leave.

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

5.1.5.1 An employee with a POST certificate shall receive a premium pay differential in the following amounts:

POST Advance Certificate = \$430/month

POST Supervisory Certificate = \$700/month

POST Management Certificate = \$885/month

## **6. DAYS AND HOURS OF WORK**

### **6.1 Work Schedule:**

Work schedule is subject to Department policies and practices.

### **6.2 Overtime Definition (Sergeants only):**

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

6.2.1 Effective April 15, 2002 the Department will implement an Alternative Work Schedule Program. Once implemented, Sergeants who are assigned to 12-hour shifts will be authorized overtime for time worked in excess of 12 hours in a day.

Overtime shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for every hour of overtime worked. Payment for overtime shall not be made unless such overtime has been authorized by the City prior to such overtime being worked.

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

### **6.3 Compensatory Time Off:**

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

### **6.4 Shooting Range Time (Sergeants only):**

Any represented employee who is required to attend the shooting range on off-duty time shall be entitled to pay at the rate of time and one-half (1½) for shooting at the range with a minimum of two (2) hours.

6.5 Call Back (Sergeants only):

Employees shall be eligible for call back time if they are called back to work with less than 48 hours notice. Call back time shall be paid at time and one-half (1½) with a four-hour minimum.

6.6 Paid Work Details (Sergeants only):

Employees who volunteer for Paid Work Details outside their scheduled hours shall receive payment in accordance with Section 6.2 Overtime Definition for a minimum of three (3) hours or actual time worked which ever is greater.

If an employee is mandatory assigned to Paid Work Detail, then the employee shall be compensated in accordance with Section 6.5 Call Back.

**7. COURT PAY**

Any represented employee who is required to be in court on off-duty time as part of his/her job duties shall be entitled to pay at the rate of time and one-half (1½) for all court time with a minimum entitlement of three (3.0) hours at time and one-half (1½). In addition, such employee shall be entitled to a maximum of one (1) hour of total travel time at time and one-half (1½) for such court appearance, unless the employee utilizes a City vehicle to travel to court. It is understood that a represented employee who is required to appear in court during his/her shift and who is required to stay beyond the end of his/her shift, shall be entitled to pay at the rate of time and one-half (1½), but shall not be entitled to any minimum number of hours or to any travel time.

**8. HOLIDAYS**

8.1 Holiday Pay:

Employees will receive 112 hours of holiday pay per year.

Effective 1/1/03, the City agrees to pay out holiday pay over 26 pay periods. Holiday pay will be calculated by converting the number of observed and floating 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 any personnel who are ordered to work (mandatory) overtime on the following four holidays: New Year's Day, July 4<sup>th</sup>, 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:

<u>Years of Service</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Annual Hours of Vacation</u>
4 & fewer	4.00	104
5	4.93	128
10	6.46	168
15	7.45	194

On an employee's 20<sup>th</sup> anniversary date of employment with the City of Burlingame, the employee will receive a one-time allotment of 16 hours of vacation in his/her vacation accrual bank. This allotment will be provided to current active Association members that have 20 or more years of service.

9.3 Vacation Accumulation:

Earned vacation time may be accumulated to a maximum of two (2) times the employee's annual accrual. Once in a calendar year (January – December), an employee who has reached the maximum vacation accrual may request to be paid-out Forty (40) hours of accrued vacation time. Such payout is subject to the Police Chief's approval.

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 shall be scheduled bi-yearly by employees with the approval of the Police Chief or his/her designee. Scheduling shall be done in accordance with Sections 1015 of the Burlingame Police Manual, Department Standard Operating Procedures.

Unit members shall be allowed to change scheduled vacation days if an opening exists on the vacation schedule, provided that the Chief or his/her designee is given notice forty-eight (48) hours in advance of such proposed change.

**10. ADMINISTRATIVE LEAVE**

Administrative Leave and Personal Time Off (PTO) - Effective 7/1/02, the City will transfer twenty-four hours of PTO given to Association employees to their administrative leave banks. Members of this unit will no longer receive PTO.

Effective 7/1/02, the City will grant the following administrative leave hours per fiscal year. The following total administrative leave includes the twenty-four (24) hours of PTO converted to administrative leave as noted above:

Police Sergeant - 64 hours of administrative leave per fiscal year  
Police Captains - 84 hours of administrative leave per fiscal year.

Effective 7/1/02, members of this unit can accrue up to two (2) times their annual allotment of administrative leave. Association employees may submit up to a maximum of one year of administrative leave accrual for payment. Payout of administrative leave can be requested to be paid with the first paycheck of December and/or the final paycheck of June each calendar year.

## **11. TUITION REIMBURSEMENT**

The City will reimburse employees up to \$3000 a year for the cost of tuition, and up to \$500 a year for the cost of books and/or computer equipment and programs. Credit/No credit courses will be reimbursed when verification of course credit is submitted.

## **12. SICK LEAVE**

### **12.1 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.

### **12.2 Sick Leave Accrual:**

All full time regular and probationary members shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period to a maximum of 2080 hours. An employee who is on paid leave shall continue to earn sick leave credit. An employee who is on leave without pay shall not accrue sick leave credit. Sick leave shall accrue during an absence that is a result of occupational disability resulting from employer service.

### **12.3 Maximum Sick Leave Accrual:**

Sick Leave with pay shall be granted to all full-time regular and probationary employees to a maximum of 2080 hours.

### **12.4 Notification of Sickness:**

Sick leave usage will be in conformance with the Police Manual Standard operating Procedure Section 1014

### **12.5 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.

12.6 Sick Leave for Care of Family:

Sick leave to care for family members will be in conformance with the City's Administrative Procedure, Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and other federal and state leave requirements. Generally, these laws grant up to twelve (12) weeks of leave in a twelve (12) month period, to care for members of the employee's immediate family. Employees who feel they may need to exercise their rights for extended family medical leaves should talk to their supervisors and/or the Human Resources Department.

The immediate family shall consist of the spouse, children, parents, brothers, sisters, grandparents, domestic partners, and stepchildren. The employer shall grant such sick leave only for the purposes of sickness or disability as provided above when the relationship of the sick or disabled person to the employee warrants such use of accumulated sick leave.

12.7 Sick Leave Upon Retirement:

Upon retirement, the employee shall be entitled to and be compensated for up to 600 hours of the employee's accumulated sick leave.

12.8 Sick Leave Conversion:

Employees can elect to have all sick leave hours converted to CalPERS credible service per GC Section 20965. If an employee elects to have sick leave hours paid out per Section 14.9, 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.

**13. LEAVES OF ABSENCE**

13.1 Industrial Accident Leave:

Industrial accident leave means the absence from duty of an employee because of work-incurred illness or bodily injury when such absence has been accepted for coverage under the provisions of the Worker's Compensation laws of the State of California, and such leave shall not be deducted from the employee's sick leave balance. Police unit members shall be provided benefits pursuant to Section 4850 of the Labor Code of the State of California and other applicable State law. All temporary disability benefits shall be assigned to the City.

13.1.1 Benefits During Disability:

No represented employee shall be denied the normal accrual of vacation or sick leave benefits during a period of disability covered by Section 4850 of the Labor Code. While covered by Section 4850, all

benefits, which include medical, dental, vision, and life insurance are continued.

13.2 Military Leaves of Absence:

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

13.3 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.

13.4 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.

13.5 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.

13.6 Bereavement Leave:

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

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

## 14. GRIEVANCE PROCEDURE

14.1 Definitions:

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

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

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

14.2 Steps:

14.2.1 Step 1:

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

14.2.2 Step 2:

Within ten (10) days of the conclusion of the Step 1 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.

14.2.3 Step 3:

If the grievance remains unresolved at Steps 1 and 2, it may be appealed to the Human Resources Director within ten (10) days of the conclusion for the meeting described in Step 3. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance. The Human Resources Director shall respond to the grievance within ten (10) days of receipt of the written appeal. The determination of the Human Resources Director shall be final, except as provided in Step 4.

14.2.4 Step 4:

(a) 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 Association submit the grievance to advisory arbitration. Within ten (10) days of the grievant's receipt of the decision at Step 3,

the Association shall inform the City of its intent as to whether or not the grievance will be arbitrated. Should the Association deem that the grievance not be continued as an Association 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 Association or individual grievant, 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 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 Association 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 Association; or if an individual pursues arbitration without the Association'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 14.2.5 (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.

14.3 Failure to Pursue:

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

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

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

14.4 Representation:

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

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

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

14.5 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.

**15. HEALTH AND WELFARE**

15.1 Flexible Benefits Plan:

Under the Flexible Benefit Plan the City's monthly contribution for the

individual employee and the employee's eligible dependents shall be One Hundred and nineteen dollars (\$119.00) per month effective January 1, 2014 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 amount per month toward each employee's Section 125 Plan benefit allowance components. All amounts listed below include the Minimum Employer Contribution (MEC):

- Employee only: Blue Shield HMO rate for Employee only
- Employee plus one: Blue Shield HMO rate for Employee plus one
- Employee plus two or more: Kaiser family rate

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

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

NO PLAN – Any employee that demonstrates they have medical insurance from another service will receive two hundred dollars (\$200) per month in lieu of medical benefits. The two hundred dollars (\$200) 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.

Effective January 1, 2015, the City's contribution in lieu of medical benefits will increase to three hundred and fifty dollars (\$350.00) per month.

## 15.2 Retiree Medical Benefits

### 15.2.1 Retiree Medical for Employees Hired Prior to June 26, 2006 Who Retire Prior to January 1, 2014 (Tier 1):

Employees hired prior to June 26, 2006 who retire prior to January 1, 2014 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.

15.2.2 Retiree Medical for Employees Hired Prior to June 26, 2006 Who Retire On or After January 1, 2014 (Tier 1a):

Effective January 1, 2014, employees hired prior to June 26, 2006, who retire from the City with five (5) years of City service, will receive a retiree medical benefit in accordance with the following:

- For eligible retirees, the City contribution will be equivalent to the Bay Area Region premiums for Blue Shield Access HMO Single, Blue Shield Two-Party, or Kaiser Family coverage as applicable.
- For eligible retirees who are 65 years of age or older and enrolled in Medicare, the City contribution will be equivalent to the Medicare supplement plan premium for the Bay Area Region for Blue Shield Access HMO Single, Blue Shield Two-Party, or Kaiser Family coverage as applicable.

15.2.3 Retiree Medical for Employees Hired After June 26, 2006 and Before November 1, 2010 (Tier 2):

Employees hired on or after June 26, 2006 (the date of implementation of the 3.0% @50 Retirement Benefit) and before November 1, 2010, will receive retiree medical contributions based on years of service with the Police Department.

The retiree medical contribution for employees who have a service retirement will be as follows:

Years of Service	Monthly Contribution
0-end of 9 <sup>th</sup> year of service	Minimum monthly amount as governed by the CalPERS Health System.
10 years to the end of the 14 <sup>th</sup> year of service	50% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.
15 years to the end of the 19 <sup>th</sup> year of service	75% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.
20 years of service or more	100% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.

15.2.4 Industrial Disability Retiree Medical Benefits for Employees Hired On or After June 26, 2006 and Before November 1, 2010 (Tier 2):

This section does not affect employees hired before June 26, 2006.

For employees hired before June 26, 2006, the City's contribution for health insurance premiums shall equal the amount received by active employees.

Employees hired after the implementation of 3% @50 (June 26, 2006) and before November 1, 2010 that have an industrial disability retirement will have a retiree medical contribution as follows:

Years of Service	Monthly Contribution
0-end of 19 <sup>th</sup> year of service	75% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.
0-end of 19 <sup>th</sup> year of service	100% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent if the disability is the direct result of performing a specific job task unique to that of a Police Officer (examples include, but are not limited to, operation of an emergency vehicle, involvement in a shooting, apprehension of a suspect, rescue of a citizen, assault by a suspect or other individual or direct involvement in a vehicle accident).
20 years of service or more	100% of the lowest medical premium provided through CalPERS approved medical providers for employee +1 dependent.

15.2.5 Retiree Medical for Employees Hired On or After November 1, 2010 (Tier 3):

Employees hired on or after November 1, 2010 shall receive the following contributions to a Retirement Health Savings Account (RHSA), based on years of service with the Police Department, in lieu of the Retiree Medical Benefits in Section 15.2.1, 15.2.2 and 15.2.3.

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 19 <sup>th</sup> year of service	2.0%
20 years of service or more	2.5%

15.3 Dental:

The City will continue to provide dental coverage provided through Delta Dental.

15.4 Vision:  
The Association will continue vision coverage under the City's self-insured vision pool.

15.5 Life Insurance:  
During the term hereof, the City agrees to provide life insurance to the extent of one hundred thousand dollars (\$100,000) coverage for members of the bargaining unit.

The City also agrees to offer supplemental life insurance. The cost for supplemental life insurance will be paid for by the employee through payroll deduction.

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

Effective January 1, 2006, the City shall provide a matching contribution of up to forty-five dollars (\$45.00) per pay period to an employee's deferred compensation account.

15.7 Section 125 Flexible Benefit Plans:  
The City will provide dependent daycare reimbursement and healthcare reimbursement plans per the provisions of IRS Section 125.

## **16. UNIFORM ALLOWANCE**

Effective January 1, 2008 the City agrees to pay one thousand and sixty dollars (\$1,060) annually per employee.

Uniform allowance will be paid on a separate paycheck.

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

16.2 It is understood that the City shall provide and maintain all employees with required safety equipment. Any failure or refusal by any employee to care for and maintain a proper uniform or equipment shall be deemed cause for discipline.

## **17. PROBATIONARY PERIOD**

- 17.1 All original appointments shall be tentative and subject to a probationary period of eighteen (18) months of actual service from the date of appointment as a sworn Police Officer. Upon satisfactory completion of such probationary period, employees shall be appointed as regular employees.
- 17.2 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.
- 17.3 Employees may be suspended or separated from the City at any time during the probationary period, except as otherwise provided by law.
- 17.4 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.
- 17.5 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.

## **18. LAYOFF AND RECALL**

- 18.1 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.
- 18.2 When the Police Chief is instructed by the City Manager to reduce the number of employees, layoff shall be made in accordance with the following rules:
  - 18.2.1 Layoffs shall be according to reverse order of seniority as defined by total City service.
  - 18.2.2 An employee may demote or transfer to a vacant position for which he/she possesses the necessary skills as determined by the minimum qualifications and job specifications for the position.
  - 18.2.3 The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
  - 18.2.4 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.

18.2.5 The City further agrees to meet and confer with the Association and reach mutual agreement prior to said layoff concerning all ramifications of the proposed layoff.

## **19. DEMOTION, SUSPENSION AND DISMISSAL OF PERMANENT EMPLOYEES**

### **19.1 Demotion:**

No permanent employee shall be demoted in grade or pay step for disciplinary reasons without just cause, and no employee shall be demoted to a position for which he does not possess the minimum qualifications. Written notice of demotion shall be given by the Police Chief to the employee before the effective date of the demotion. The employee shall be entitled to appeal the action in accordance with Section 19.5 of this Agreement.

### **19.2 Suspension Without Pay:**

The Police Chief may suspend without pay an employee from 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 19.5 of this agreement.

### **19.3 Discharge:**

A permanent employee may be discharged for just cause. Such discharge shall be in accordance with applicable State and Federal laws. The employee shall be entitled to appeal the action in accordance with Section 19.5 of this agreement.

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

19.5 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 Human Resources Director. The Human Resources Director 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.

## **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. LIVING DISTANCE**

The living area requirement is within the ten bay area counties (San Mateo, San Francisco, Marin, Sonoma, Solano, Contra Costa, Alameda, Santa Clara, and Santa Cruz, and San Joaquin), except as may be agreed to by the City Manager.

## **22. SENIORITY**

Seniority begins on the first day of permanent employment with the City of Burlingame. If an employee is rehired after separating service for more than six (6) months, the prior employment shall not be attributed for seniority purposes. The City shall keep an up-to-date seniority list of all employees covered by this

Agreement.

## **23. 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.

## **24. RETIREMENT**

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

### **24.1 Classic Employees**

A classic employee is 1) any full-time employee hired prior to January 1, 2013 or 2) a full-time employee hired after January 1, 2013, who was already a member of a public employee retirement system at the time of hire by the City with a break in service of no more than six months between the employee's prior public employee retirement system participating agency and the City. Classic employees shall be members of PERS, as provided by the terms of the contract in effect between the City and PERS which includes:

- Government Code Section 21362.2 - 3.0% @ 50 Benefit formula
- Government Code Section 20042 – One Year Final Compensation
- Government Code Section 21574 – 4<sup>th</sup> level 1959 Survivor Benefits
- Government Code Section 21624 – Post Retirement Survivor Allowance
- Government Code Section 2102 – Military Service Credit as Public Service
  
- Effective the first pay period of January 2015, employees shall contribute an additional 1.0% towards retirement for a total contribution of 10.0%
  
- Effective the first pay period of January 2016, employees shall contribute an additional 1.0% towards retirement for a total contribution of 11.0%
  
- Effective the first pay period of January 2017, employees shall contribute an additional 1.0% towards retirement for a total contribution of 12.0%

- Effective the first pay period of January 2018, employees shall contribute an additional 1.0% towards retirement for a total contribution of 13.0%. The additional 1.0% effective the first pay period of January 2018 shall sunset on December 31, 2018.

24.2 For New Members Hired On or After January 1, 2013

New members of PERS, who are hired after January 1, 2013, shall have the PERS 2.7% @ 57 formula, as provided by the terms of the contract in effect between the City and PERS. The employee contribution rate shall be 50 percent of the “normal cost” (as defined by Government Code Section 7522.04(g)) for the 2.7% @ 57 formula rounded to the nearest quarter of 1 percent. Other terms shall include:

- Government Code Section 7522.32 – Three Year Final Compensation
- Government Code Section 7533.3 – No employer payment for employee contribution.
- Government Code Section 21574 – 4<sup>th</sup> level 1959 Survivor Benefits
- Government Code Section 21624 – Post Retirement Survivor Allowance
- Government Code Section 2102 – Military Service Credit as Public Service
- Employees shall make retirement contributions in accordance with PEPRA.

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

**25. 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.

**26. NO LOCKOUT**

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

**27. RIGHTS**

27.1 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.

**27.2 Employee Rights:**

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

**28. 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.

**29. MODIFICATION**

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

**30. TOTAL AGREEMENT**

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties reached agreement. Any matter not contained in this Memorandum has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

**31. 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.

**32. TERM**

The term of this agreement shall begin on January 1, 2014 and expire on December 31, 2018.

ASSOCIATION OF POLICE  
ADMINISTRATORS

CITY OF BURLINGAME

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Boll

\_\_\_\_\_  
Angela Rodriguez, Human Resources  
Specialist

\_\_\_\_\_  
Michael Matteucci

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

**APPENDIX A**

**Salary Schedule**

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

Effective January 2014

		A	B	C	D	E
Police Captain	Monthly	11,286.87	11,837.06	12,353.29	12,962.35	13,589.53
	Biweekly	5,209.33	5,463.26	5,701.52	5,982.63	6,272.09
	Hourly	65.12	68.29	71.27	74.74	78.40

		A	B	C	D	E
Police Sergeant	Monthly	8,106.95	8,491.84	8,913.05	9,365.72	9,842.60
	Biweekly	3,741.67	3,919.31	4,113.71	4,322.64	4,552.74
	Hourly	46.77	48.99	51.42	54.03	56.78

**Grievance Form**

**CITY OF BURLINGAME  
POLICE DEPARTMENT GRIEVANCE FORM**

**DEFINITION:**

**A grievance is defined section 16.1.2 in the current Memorandum of Understanding (MOU). Please check this definition before filing a grievance. A “working day” is defined as days when the City Hall of the City of Burlingame is open for business.**

1. **Employee Name:** \_\_\_\_\_
2. **Date filed with Supervisor:** \_\_\_\_\_
3. **Date filed with Union:** \_\_\_\_\_
4. **Department:** \_\_\_\_\_
5. **Specific clause(s) of the agreement allegedly violated:**

**Specific clauses:**

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6. **Statement of Grievance:**

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

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

\_\_\_\_\_ **Yes**                      \_\_\_\_\_ **No**

**If applicable, name of representative:**

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9. **Grievant 's signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**cc: Human Resources Director**