

**City of Burlingame and AFSCME Local 829 BAMM Unit
MOU Negotiations**

City Proposal – *Admin Leave*

September 5, 2019

19 Administrative Leave

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

19.1 Administrative Leave Hours

~~All classifications shall receive 60 hours of administrative leave per fiscal year except for the following classifications who receive 80 hours of administrative leave per fiscal year:~~

- ~~• Recreation Supervisor~~
- ~~• Parks Supervisor~~

~~Effective January 1, 2017, all AFSCME BAMM employees employed on January 1, 2017 shall receive a one-time allotment of 15 additional hours of administrative leave except for classifications listed below:~~

- ~~• Recreation Supervisor~~
- ~~• Parks Supervisor~~

Effective ~~July~~ January 1, 2020~~17~~, all full-time classifications in the bargaining unit will receive 80 hours of administrative leave per ~~fiscal~~ calendar year. Administrative Leave accrues on a bi-weekly basis.

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

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

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

The maximum administrative leave balance is 80 hours.

19.2 Administrative Leave Payout


Employees in FLSA exempt classifications may have a maximum of one year of administrative leave on the books and may request administrative leave pay out anytime by submitting the payout request on the timesheet. When administrative leave balances exceed the one-year maximum (80 hours), hours that exceed the one-year maximum will automatically be paid out in the next pay period.

Dated 9/5/19

For the City of Burlingame



For the AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BMM Unit
MOU Negotiations**

Tentative Agreement – Probationary Period

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

23.1 Probationary Period

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

23.2 Extension

The City may extend the probationary period at any time during the probationary period for up to six (6) months in the event of an extended leave, to allow the probationary employee additional time to meet the performance requirements of the position, or if it is in the best interests of the City to extend the probationary period. Such determination shall be in writing and shall be provided to the probationary employee prior to the expiration date of the employee's standard probationary period.~~for an equal period of time in case of absence of 30 days or more for extended sick or accident leave or by mutual agreement with AFSCME.~~

Dated _____

9/5/19

For the City of Burlingame

For AFSCME Local 829 BMM Unit

**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement - *Janus and AB119*

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

4 Union ~~Security~~ Deductions

4.1 — Maintenance of Membership

~~All employees who are members of AFSCME and who are tendering periodic dues through dues deductions from their paycheck, and all employees who become members of AFSCME and who tender periodic dues through dues deductions from their paycheck, shall continue to pay dues for the duration of this MOU and each subsequent MOU thereafter.~~

~~For a period of 60 calendar days prior to the expiration of the current MOU, any employee who is a member of AFSCME and who tenders periodic dues shall have the right to withdraw from the Union by discontinuing membership dues deduction. Said withdrawal shall be communicated by the employee during that period of time in writing to the Union and to the Human Resources Director; such written communication shall be delivered by certified mail and must be postmarked during the 60-calendar day period.~~

4.2 — Payroll Deduction

~~The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by AFSCME and distributed by the City, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this MOU, Section 4.1 Maintenance of Membership; or (2) the transfer of the employee out of the representation unit.~~

~~The Union shall notify the City at least 30 days in advance of any change in its dues.~~

~~Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.~~

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

~~The provisions of Section 4.1 Maintenance of Membership and Section 4.2 Payroll Deduction above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose~~

~~of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.~~

4.1 Payroll Deductions

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

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

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

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

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

4.2 Union's Certification

The City shall make payroll deductions in reliance on the Union's certification certifying that the Union has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Union membership dues. Similarly, the City shall only cancel or modify any membership dues or any other mutually agreed Payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Union.

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

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

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

4.4 — Union Obligations

~~The Union will supply the City with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.~~

~~The Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.~~

4.5 — City Obligations

~~Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the City an "Employee Authorization for Payroll Deduction" form.~~

~~All dues deductions shall be transmitted to Council 57 in an expeditious manner.~~

~~All transmittal checks shall be accompanied by documentation that denotes the employee's name, employee ID number, amount of deduction, job title and designation of union member.~~

~~The City shall hand out agreed upon Union materials.~~

4.6 — Hold Harmless Indemnification

The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, and agents (collectively, the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 4, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union.

In the event that any such action or proceeding is brought against the City by reason of any such claim, the Union, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Union agrees to indemnify and hold harmless the Indemnitees from any loss or damage arising from the Union's actions or inactions under Section 4.

~~The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the City under this section. This includes, but is not limited to, the City Attorney's fees and costs.~~

4.7 — Use of Facilities

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

4.8 Equipment

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

4.9 Bulletin Boards

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

- A copy of all materials posted on bulletin boards must be provided in advance to the Human Resources Director. All materials must be dated and must identify the organization that published them.
- The City reserves the right to determine where bulletin boards shall be placed.
- Materials cannot be of a political nature and cannot be derogatory in any manner.

4.10 List of Employees

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

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

4.11 Right to Representation

Any Union Member who is required to meet with a supervisor or management official and who reasonably expects that the meeting may involve questioning leading to potential disciplinary action shall have the right to have a steward or authorized Union representative present at the meeting. Such representation, however, shall include no more than one City employee in addition to the employee being disciplined. The limitations of this section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

6 Stewards and Official Representatives

6.5 New Employee Orientation

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

~~As part of the City's new employee orientation program or at the earliest time available, the~~ The Union shall have 15 up to 30 minutes minutes to provide the newly hired or promoted employee

who is employed in a classification which is covered by this MOU information and answer questions of new employees who are employed in classifications that are covered by this MOU.

The Union agrees that it shall designate no more than two (2) Union designee(s) to attend each mandatory Union informational meeting and that it shall provide the names of the Union designee(s) with the City's Human Resources Director in writing, at least five (5) calendar days prior to the scheduled attendance of the Union informational meeting. Those Union designee(s) whose names are timely submitted to the City regarding their attendance shall be given release time to conduct the informational meeting.

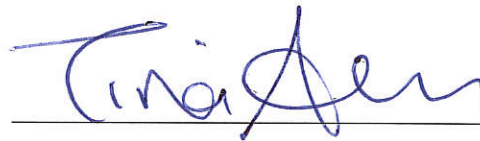
The Union agrees that it shall only designate the Union member(s) whose attendance of the Union informational meeting will not cause disruption of their work in their Department/Division as the Union designee(s).

Dated 9/5/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME Admin Unit
MOU Negotiations**

Tentative Agreement – *Separation Pays*

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

New Section

8.3 SEPARATION PAYS

Accumulated Leave Allowance For Separated Employees

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

Dated

9/5/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement – *Health Insurance*

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

9.1 Medical Plans

9.1.1 PERS Health

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

9.1.2 Flexible Benefits Plan

Under the Flexible Benefit Plan, the City’s monthly contribution to PERS to provide health insurance benefits for the individual and the employee’s eligible dependents shall be \$1~~3625~~.00 per month effective January 1, 201~~96~~, and shall adjust in accordance with the Minimum Employer Contribution (MEC) established by the Public Employees Medical and Hospital Care Act.

In addition, the City shall offer an Internal Revenue Code Section 125 Plan that contains the components of benefit allowance, premium conversion, health care reimbursement account, and dependent care reimbursement account.

Effective January 1, 20~~2015~~, the City shall contribute the below-listed amount per month toward each employee’s Section 125 Plan benefit allowance components. All contributions listed below include the PERS required Minimum Employer Contribution (MEC).

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

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

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

9.1.3 No Medical Plan

Effective July 2, 2012, any employee that demonstrates they have medical insurance from another service will receive \$350 per month in lieu of medical benefits. ~~The \$350 per month may be put into a deferred compensation, Section 125 Plan, or taken in cash.~~ Any cash payment is subject to normal taxation, per IRS regulations.

Dated

9/5/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement – *Dental and Vision*

September 5, 2019

Effective January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

9.3 Dental Plan

Effective January 1, 2017, and each calendar year thereafter, the City will reimburse up to \$1,900 per year per employee for dental expenses and \$1,000 per dependent per year, not to exceed \$2,500 cumulative per year for all eligible dependents. Effective January 1, 2020 and every calendar year thereafter, the City will reimburse up to \$2,500 per year per employee for dental expenses and \$1,500 per dependent per year, not to exceed \$3,000 cumulative per year for all eligible dependents.

9.4 Vision Plan

Effective January 1, 2017 and each calendar thereafter, the maximum reimbursement for an employee for vision eligible expenses will be \$600 annually, not including an eye examination. If an eye examination is performed, the maximum reimbursement is \$700. The maximum cumulative reimbursement for vision eligible expenses for dependents shall not exceed \$350 per calendar year, including eye examinations. Effective January 1, 2020 and each calendar year thereafter, the maximum reimbursement for an employee for vision eligible expenses is one thousand dollars (\$1,000) annually, not including an eye examination. If an eye examination is performed, the maximum reimbursement is twelve hundred dollars (\$1,200) per calendar year. The maximum cumulative reimbursement for vision eligible expenses for eligible dependents shall not exceed six hundred dollars (\$600) per calendar year, including eye examinations.

Dated

9/5/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BMM Unit
MOU Negotiations**

Tentative Agreement – Retiree Health Reimbursement Arrangement (HRA)

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

New Section

9.9 Retiree Health Reimbursement Arrangement (HRA)

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

Fees will be paid in accordance with the Plan Document.

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

Dated _____

9-5-19

For the City of Burlingame



For AFSCME Local 829 BMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement - Retiree Medical

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

9.2 Retiree Medical Plans

9.2.1 Tier 1

Retiree Medical for Employees Hired Prior to March 31, 2008

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

9.2.2 Tier 1a

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

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

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

Eligible retirees who are 65 years of age or older must enroll in Medicare. If their spouse/dependents are under the age of 65, the City will contribute up to the actual enrollment cost of the Medicare combination supplement plan premium for the Bay Area Region for: Blue Shield Access HMO the third highest cost plan for Single for single retirees; Blue Shield Two-Party the third highest cost plan for retiree plus one; or Kaiser Family for retiree plus two or more. If the Blue Shield Access HMO is not available, the third highest CalPERS Medical Plan will be used to determine the City's contribution. For CalPERS Plan Year 2017, that plan will be United Healthcare HMO.

For eligible retirees who are 65 years of age or older and enrolled in Medicare, and their spouse/dependents are also 65 years of age or older, the City contribution will be up to the actual enrollment cost of the medical premium for CalPERS Bay Area Region Medicare Supplemental Premium for all levels of coverage.

- Single Coverage: third highest cost plan
- 2-Party Coverage: third highest cost plan
- Family Coverage: Kaiser

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

9.2.3 Tier 2

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

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

- 10 years of service = the actual enrollment cost of an amount up to or equal to 100% of employee only lowest cost premium, less PERS required MEC
 - For eligible retirees with 10-14 years of service who are under age 65 and not yet Medicare eligible, the lowest cost premium referenced above will be tied to the lowest cost Basic CalPERS Bay Area Region premium.
 - For eligible retirees with 10-14 years of service who are Medicare eligible, the lowest cost premium referenced above will be tied to the CalPERS Bay Area Region Medicare Supplemental premium.
- 15 years of service = the actual enrollment cost of an amount up to or equal to 75% of employee + 1 lowest cost premium, less PERS required MEC
- 20 years of service = the actual enrollment cost of an amount up to or equal to 100% of employee + 1 lowest cost premium, less PERS required MEC
 - For eligible retirees with 15 or more years of service who are under age 65 and not yet Medicare eligible, regardless of the age of their spouse/dependents, the lowest cost premium referenced above will

be tied to the lowest cost Basic CalPERS Bay Area Region premium.

- For eligible retirees with 15 or more years of services who are Medicare eligible, if their spouse/dependent is under the age of 65, meaning the eligible retiree and eligible dependents are enrolled in a Medicare Combination Plan, the lowest cost plan referenced above will be tied to the CalPERS Bay Area Region Medicare Combination Supplemental plan.
- For eligible retirees with 15 or more years of services who are Medicare eligible, and their spouse/dependent is also 65 years of age or older, the lowest cost plan referenced above will be tied to the CalPERS Bay Area Region Medicare Supplemental Plan.

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

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

Dated

9/5/19

For the City of Burlingame



For AFSCME Local 829 Bamm Unit



**City of Burlingame and AFSCME BMM Unit
MOU Negotiations**

**Tentative Agreement - Retiree Health Reimbursement Arrangement (HRA) Tier 3 Retiree
Medical**

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

9.2.4 Tier 3

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

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

Years of Service	Monthly Contribution
0 to the end of the <u>45</u> th year of service	<u>20.0%</u> of base pay
<u>56</u> years of service to the end of the 19 th year of service	<u>32.0%</u> of base pay
20 years of service or more	<u>52.5%</u> of base pay

(The following language is not included in the MOU)

All Tier 3 employees hired on or after 11/1/11 will receive contributions into their HRA accounts back to their original date of hire, based on each years' base salary.

Dated 9/5/19

For the City of Burlingame



For AFSCME Local 829 BMM Unit



**City of Burlingame and AFSCME BMM Unit
MOU Negotiations**

City Proposal – HRA Retro Calculations – Tier 3 Retiree Health

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

The City will make one-time contributions to the Health Reimbursement Arrangement (HRA) account for each of the following individuals. This represents a retroactive contribution from date of hire to December 31, 2019 for the Tier 3 retiree health group.

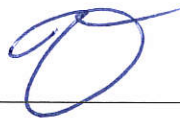
EMPLOYEE	JOB TITLE	CLASS	Date of Hire	HRA Retro Amount
ACQUISTI, NICOLE K.	RECREATION SUPERVISOR	B700	12/28/2012	\$ 12,768.00
BARBER, CATHERINE*	SENIOR PLANNER	A113	11/17/2014	\$ 1,844.00
COLLINS, CLINTON CHARLES	FLEET MANAGER	B606	7/25/2019	\$ 911.00
DAWDY, KEVIN LOUIS	MANAGEMENT ANALYST	B610	7/15/2013	\$ 13,705.00
LEE, JENNIFER*	ENVIRONMENTAL REGULATORY COMPLIANCE MANAGER	A625	3/6/2017	\$ 918.00
MCMAHON, THOMAS P	LIBRARIAN III	B801	4/7/2014	\$ 10,938.00
OKADA, KEVIN	SENIOR CIVIL ENGINEER	B601	11/5/2012	\$ 18,915.00
QUAN, MARTIN EVANS	SENIOR CIVIL ENGINEER	B601	9/8/2014	\$ 15,806.00
WONG, ANDREW S	SENIOR CIVIL ENGINEER	B601	7/1/2013	\$ 16,623.00
WONG, MEGAN KATHLEEN	LIBRARIAN III	B801	1/25/2016	\$ 7,895.00
YEDLURI, MAHESH B	SENIOR CIVIL ENGINEER	B601	7/9/2018	\$ 4,068.00
Totals				\$ 104,391.00

*Received retroactive contribution through 7/9/2019 under AFSCME Administrative Unit, joined BMM 7/8/2019

Dated

9/5/19

For the City of Burlingame



For AFSCME Local 829 BMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

City Proposal – Housekeeping

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

3. No Discrimination

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

11.5 Leave for Sick Family Members

An employee shall be able to use up to ~~48 hours of~~ 50% of their annual accrued sick leave per calendar year to care for an ill immediate family member. The definition of "immediate family" shall be spouse, biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis ~~children, step-children, biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child~~ parents, sibling ~~brothers, sisters~~, grandparent, grandchild ~~s~~ and registered domestic partner. The birth or adoption of a baby, hospital visits, and bringing the baby home are covered under this section.

11.8 Sick Leave Integration

~~The City will initiate an election process to allow the bargaining unit to decide if it wants to participate in California State Disability Insurance (SDI). Within 90 days of adoption of the MOU by the City, the City will contact the Employment Development Department of the State of California to request a SDI election for the bargaining unit represented by AFSCME Local 829 Burlingame Association of Mid-Management.~~

~~If the bargaining unit votes to~~ participates in SDI. ~~The, the~~ City ~~will~~ integrates sick leave with California State Disability Insurance (SDI) benefits. The integration of sick leave with SDI will not exceed an employee's normal daily wage.

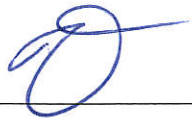
18 Compensatory Time

~~BAMM classifications are FLSA exempt and will not receive overtime nor accrue compensatory time.~~

Delete Side Letter dated 12/6/2016 moving classifications of Street & Sewer Supervisor, Water Operations Supervisor, and Water Quality Supervisor to the AFSCME Local 829 Maintenance Unit.

Dated 9/5/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

City Proposal – *WOC Pay and TUP*

September 5, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

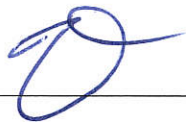
8.2 Acting Work out of Class Pay and Temporary Upgrade Pay (TUP)

When an employee is assigned in writing to work out of class and temporarily replace another employee in a higher classification for ~~15~~ five (5) consecutive workdays or more, the employee shall receive a 5.0% salary differential. In accordance with the California Code of Regulations (CCR) section 571a and b, Temporary Upgrade Pay is compensation to employees who are required to work in a vacant upgraded position/classification of limited duration. Assignment to an upgraded position is accepted voluntarily.

Dated _____

9/5/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement – *Safety Shoe Reimbursement*

October 7, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

21.1 Safety Shoes

Effective July 1, 2016, the City shall reimburse each employee required to wear safety shoes, as determined by each department safety committee, up to three hundred and twenty five dollars (\$~~32500~~) per fiscal year.

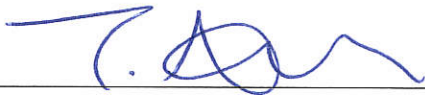
Dated

10/7/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement – *Holidays*

October 7, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

13.1 Holidays for Regular full-time employees

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

Holidays Listed

The following are the authorized holidays:

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
<u>Indigenous People's Day</u>	2 nd Monday in October
DayColumbus Day	
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24 th , ½ day
Christmas Day	December 25 th
New Year's Eve	December 31 st , ½ day
Two floating holidays per calendar year, <u>loaded in the first full pay period of the calendar year</u>	

All represented employees will receive three (3) floating Holidays on January 1, 2020. Following this one-time occurrence, employees will receive two (2) floating holidays in the first full pay period of the calendar year.

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

13.2 Employees Assigned to the Public Works Corporation Yard or Park Division

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

New Year's Day	January 1 st
Martin Luther King's Birthday	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Admission Day	September 9 th
<u>Indigenous People's</u> <u>Day</u> Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th
Two floating holidays per calendar year, <u>loaded in the first full pay period of the calendar year</u>	

All represented employees will receive three (3) floating Holidays on January 1, 2020. Following this one-time occurrence, employees will receive two (2) floating holidays in the first full pay period of the calendar year.

Dated

10/7/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



10.33am
City.
10/7/19

**City of Burlingame and AFSCME BAMM Unit
MOU Negotiations**

Tentative Agreement - Salary and Equity

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

8 Salary

8.1 Salary Increases

~~Effective the first pay period in January 2016: 3.0% Salary Increase for all classifications.~~

Effective the first pay period in January 202017: 3.04.5% Salary Increase for all classifications.

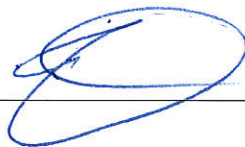
Effective the first pay period in January 202118: 3.02.5% Salary Increase for all classifications.

Effective the first pay period in January 202219: 3.02.0% Salary Increase for all classifications.


There will be an equity adjustment of two percent (2.0%) for the classifications of Senior Accountant and Management Analyst and one percent (1.0%) for the classification of Police Services Manager, effective with the first pay period in January 2020.

Dated 10/7/19

For the City of Burlingame



For AFSCME Local 829 BAMM Unit



**City of Burlingame and AFSCME BMM Unit
MOU Negotiations**

Tentative Agreement – *Housekeeping*

October 7, 2019

Effective the pay period including January 1, 2020 or the first full pay period following Council approval of the new Memorandum of Understanding (MOU) in open session, whichever is later.

9.5 Benefits for Regular Part-Time Employees

~~Part-time position accrual rates will be based on a prorated amount of a full-time equivalent position. Part-time positions will receive a prorated amount of the 80-hour annual administrative leave provided to the full-time exempt employees.~~

~~At the end of each fiscal year, the accrual balances will be adjusted to reflect hours worked over the budgeted amount. For example, a one-half (1/2) time employee will accrue 50% of sick, vacation, admin and holiday leave rates, maximum accruals will be based on a prorated amount of a full-time equivalent position.~~

~~The City will provide life insurance in the amount of \$50,000 for each regular part-time employee.~~

~~Employees may buy long-term disability (if allowed by insurance company) provided they pay the premium. Part-time employees are not eligible to participate in the City's self-funded reimbursement plans because there are no premiums.~~

(Delete section)

Dated

10/7/19

For the City of Burlingame



For AFSCME Local 829 BMM Unit

