

Memorandum of Understanding

between

Local 829 Operations Unit, Council 57
American Federation of State, County
and Municipal Employees, AFL-CIO



and the

City of Burlingame



July 1, 2026 to June 30, 2029

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Preamble

This Memorandum of Understanding is entered into by the City of Burlingame, hereinafter designated as the "City", and the American Federation of State, County and Municipal Employees, Local 829 Maintenance Unit, AFL CIO, hereinafter designated as the "Union", as a mutual agreement of those wages, hours and other terms and conditions of employment which are to be in effect during the term of this Memorandum of Understanding, for those employees working in classifications in the representative unit referred to in Exhibit A hereof of this Memorandum of Understanding.

1. Recognition

The City of Burlingame recognizes, as provided in the City's Employer Employee Relations Resolution, the American Federation of State, County and Municipal Employees, Local 829 Operations Unit, AFL CIO, as the majority representative employee organization for the employees assigned to the following classifications listed in Exhibit A, as well as such classifications as may be added to this representation unit by the City during the term of this Memorandum of Understanding.

2. 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, 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.

3. Union Deductions

3.1 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.

3.2 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.

3.3 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 3, 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 3.

3.4 Use of Facilities

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

3.5 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.

3.6 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 Resource 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.

3.7 List of Employees

The City shall provide the Union, on a 120-day basis, with an electronic file containing the following information of the Union members: name, job title, classification, department, work location, hire date, home phone number, cellular phone number, personal email address and home address on file with

the City. The City shall not be required to provide such information in any format other than one customarily utilized by the City.

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

3.8 Right to Representation

Any employee 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; provided, however, such representation shall include no more than one (1) City employee in addition to the employee being disciplined. Human Resources or designee will advise an employee of their rights to Union representation prior to an investigatory interview. The limitations of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

4. Advance Notice

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

5. Stewards and Official Representatives

5.1 Access by Representatives

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

5.2 Activities Prohibited

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

5.3 Designation of Representatives

The Union shall be allowed to designate in writing to the City Manager or their designee a reasonable number of Stewards not to exceed four (4) unless prior authorization is received by the Human Resources Director. Stewards shall be granted release time without loss of time or pay for the purposes of investigating and handling grievances. Steward release time shall be scheduled by mutual agreement between the employee and the employee's immediate supervisor.

5.4 Steward Release Time for Bargaining

The City will provide paid release time for a maximum of four (4) Union Officers and/or Union Stewards for the participation in contract negotiations. The release time paid by the City will not be in excess of any normal hours worked or generate any overtime payments.

5.5 New Employee Orientation

The City agrees that each newly hired 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.

The Union shall have thirty (30) minutes to provide the newly hired employee who is employed in a classification which is covered by this MOU information and answer questions.

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

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

5.6 Union Leave

Leaves of Absence for Union Work (SB 1085/Government Code 3558.8): Union members may be granted union leave for the purpose of attending conferences, conventions, trainings, or other Union business subject to approval by the Human Resources Director. Requests for Union leave for one week or more must be submitted thirty (30) calendar days in advance. Requests for union leave of less than one week must be submitted two weeks in advance. Union leave shall be paid by the Union, not the City.

Upon return to work from a Union leave, the Worker shall be returned to the same position as he/she held prior to the leave. Employees are entitled to retain any accrued vacation and holiday credits while on such leaves. Employees on approved Union leave may continue group benefits coverage (including medical, dental, vision and life insurance) through the City plans.

6. Personnel Files

6.1 Personnel Records

If there has been no recurrence of conduct forming the basis of a letter or record of disciplinary action, after one year the employee may request that a letter be placed in the file reflecting the correction of conduct. Placement of such letter into the employee's personnel file must be approved by the Department Head.

Upon the employee's written request, documentation regarding discipline below the level of a suspension (i.e. letters of reprimand, disciplinary memoranda, and documented counseling) may be removed from the employee's personnel file after four (4) years from the date of issuance, provided that the employee has not repeated the same or similar conduct within the four (4) year period.

6.2 Access to Personnel File

An employee or, upon presentation of an original signed written authorization from an employee, an employee's representative shall have access to the employee's personnel file.

7. Salary Plan

7.1 Salary Adjustments

Effective in the first pay period of July 2026, the City will provide a four percent (4%) salary increase to all bargaining unit members.

Effective in the first payroll period of July 2027, the City will provide a four percent (4%) salary increase to all bargaining unit members.

Effective in the first payroll period of July 2028, the City will provide a four percent (4%) salary increase to all bargaining unit members.

After July 1, 2027, the City will provide the Union with a proposed list of benchmark classifications to be used to create an internal relationship between non-benchmarked classifications. If the parties are unable to mutually agree on the list of benchmark classifications by January 15, 2028, the City will use the benchmark classifications provided to the Union during 2026 negotiations with the Union. Thereafter, the City will conduct a study and propose an internal relationship between all benchmark and non-benchmark classifications in the unit and meet and confer with Union over the results. All changes to compensation during the term of the MOU based on the study will be implemented based on mutual agreement.

7.2 Base Salary

Employees occupying a position in a classification covered by this Memorandum shall be paid a base salary within the range established for that position's classification.

7.3 Placement Within Range

The salary for a new employee entering City employment shall be the minimum salary step for the classification to which the employee is appointed unless the City determines that appointment to another step is in the best interests of the service.

7.4 Progression Within Range

Except as otherwise provided, progression within salary ranges shall take place under the provisions of this Section. Each employee shall receive a salary increase to the next higher step within the range of the assigned classification upon the anniversary of the individual employee's original employment date. A step increase shall only be denied for cause. Each employee who is promoted shall

receive a salary increase to the next higher step within the range of the assigned classification upon the anniversary date of the individual's promotion date every year following the promotion, i.e., 12 months after the individual's promotion date. Each employee who is promoted will not be eligible for a subsequent step increase within the same year, but may be eligible for a step increase upon the following anniversary date of the employee's promotion date for the next year. A step increase shall only be denied for cause. This Section does not prohibit an employee and the City from negotiating a different progression within a classification's salary range for new hires and promotions. If an employee attempts to negotiate a different progression within a classification's salary range for new hires and promotions, and this different progression is denied by the City, such denial shall not be grievable and the standard progression in this Section will apply.

7.5 Adjustments to Salary Range

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

7.6 Retention of Step

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

7.7 Salary Step on Promotion

When an employee is promoted, the employee shall normally be appointed at the first step in the salary range for the new position. However, if the first step results in a salary increase of less than five percent (5%), they shall receive a minimum of five percent (5%) increase.

7.8 Salary Step on Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the salary which most closely approximates the employee's salary in the higher classification. However, in no event shall that new salary be above the fifth (5th) step of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

7.9 Paychecks

Employees shall be paid biweekly. Routine paychecks shall be for the purpose of compensating for regular and overtime hours. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

7.10 Work in a Higher Classification

Practices and procedures vary by department for this bargaining unit; the pay for working out of classification should, however, be no less than 5% above the employee's current salary rate. All work in a higher classification shall be voluntary.

7.11 Temporary Upgrade Pay (TUP)

Assignment to an upgraded position is accepted voluntarily. In accordance with the California Code of Regulations (CCR) section 571a and b, Temporary Upgrade Pay (TUP) is compensation to employees who are required to work in a vacant upgraded position/classification of limited duration. Pay for TUP shall be the step in the upgraded position no less than 5% above the employee's current salary rate.

7.12 Separation Pay

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 all eligible differentials).

7.13 Certification Pay

Employees who earn and maintain a certificate that is approved by the Department Head or their designee are eligible for certification/premium pay as follows. It is the responsibility of the employee to maintain their certifications. The City will pay associated fees related to obtaining and maintaining certifications deemed necessary by Division Management. All activities related to obtaining or maintaining a necessary certification that require fees to be paid or time away from work must be pre-approved by Division management.

Fleet Division	
Class A/B Driver's License	2% of base pay per month
Automotive Service Excellence (ASE) Certificate A1-A9	2% of base pay per month, per certificate

Clean Truck Check	2% of base pay per month
Facilities Division	
Boiler Operator Certificate	2% of base pay per month
Certified Building Operator (CBO)	2% of base pay per month
HVAC Certification Type I & II	2% of base pay per month
National Fire Protection Association Certified Electrical Safety Technician (CEST)	2% of base pay per month
Backflow Prevention Device Certification	5% of base pay per month
Parks Division	
Backflow Prevention Device Certification	5% of base pay per month
Qualified Applicator License/Certificate	2% of base pay per month
Line Clearance Arborist	2% of base pay per month
Agricultural Pest Control Advisor Certification	2% of base pay per month
Certified Playground Safety Inspector	2% of base pay per month
ISA Certified Arborist	2% of base pay per month
Automotive Service Excellence (ASE) Certificate A1-A9	2% of base pay per month, per certificate
Certified Tree Worker	2% of base pay per month
Street and Sewer Division	
Class A/B Driver's License	2% of base pay per month
Collection System Maintenance (CSM) Grade 2	2% of base pay per month
Collection System Maintenance (CSM) Grade 3	4% of base pay per month
Collection System Maintenance (CSM) Grade 4	6% of base pay per month
Sign and Pavement Marking Technician Level I,II,III through the International Municipal Signal Association (IMSA)	2% of base pay per month
NASSCO PACP Certification	2% of base pay per month
CWEA Mechanical Technologist	2% of base pay per month
CWEA Electrical Instrumentation	2% of base pay per month
Work Zone Temporary Traffic Control Technician through IMSA	2% of base pay per month

Roadway Lighting Technician through IMSA	2% of base pay per month
Journeyman Electrician Certification	2% of base pay per month
Water Distribution Operator, Grade 2	2% of base pay per month
Water Distribution Operator, Grade 3	4% of base pay per month
Water Distribution Operator, Grade 4	6% of base pay per month
Water Distribution Operator, Grade 5	6% of base pay per month
Water Treatment T1 Certificate	2% of base pay per month
Water Division	
Class A/B Driver's License	2% of base pay per month
Water Distribution Operator, Grade 2	2% of base pay per month
Water Distribution Operator, Grade 3	4% of base pay per month
Water Distribution Operator, Grade 4	6% of base pay per month
Water Distribution Operator, Grade 5	6% of base pay per month
Water Treatment T1 Certificate	2% of base pay per month
Backflow Prevention Device Certification	5% of base pay per month
Roadway Lighting Technician through IMSA	2% of base pay per month
Journeyman Electrician Certification	2% of base pay per month
Cross Connection Control Specialist	5% of base pay per month
Collection System Maintenance (CSM) Grade 2	2% of base pay per month
Collection System Maintenance (CSM) Grade 3	4% of base pay per month
Collection System Maintenance (CSM) Grade 4	6% of base pay per month
All Divisions	
Bilingual Service Certification	\$107 per month

The City shall provide bilingual certification pay to employees designated as bilingual service providers. The designated employee must pass a fluency certification as a condition of receiving the certification pay.

Maximum combined compensation for the above listed certifications/premiums shall not exceed eight percent (8%) per month for any individual. The City practice of calculating the monthly certificate pay as an hourly premium based on scheduled hours (not a flat monthly maximum) will be maintained for the duration of the MOU.

7.14 Longevity Pay

Effective January 1, 2027, all employees in the Operations bargaining unit with at least ten (10) years of service with the City, shall receive a longevity pay premium of two point five percent (2.5%).

8. Insurance and Other Benefits

8.1 Medical Plans

The City's monthly contribution for the individual employee and the employee's eligible dependents shall be one hundred and sixty-two dollars (\$162.00) per month effective January 1, 2026 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 July 1, 2019:

The City shall contribute the below-listed amount per month toward each employee's Section 125 Plan benefit allowance. All contributions listed below include the Minimum Employer Contribution (MEC):

- Employee Only: Up to 92.5% of the selected medical plan up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for Employee only.
- Employee Plus One: Up to 92.5% of the selected medical plan up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for Employee plus one.
- Employee Plus Two or more: Up to 92.5% of the selected medical plan up to a maximum of 92.5% of the third highest plan CalPERS Bay Area Region premium rate for family.

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. The City will comply with IRS Tax Code regulations.

Medical Plan Waiver

Effective July 1, 2026, any employee that provides proof they have medical insurance from a spouse or registered domestic partner, which is not provided through the City, will receive four hundred and fifty dollars (\$450) per month in lieu of Medical Benefits. The City will comply with IRS Tax Code for medical plan waivers.

8.2 Retiree Medical Benefits

Retiree Medical for Employees Hired Prior to March 31, 2008 and Retire Prior to January 1, 2015 (Tier 1):

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

Retiree Medical for Employees Hired prior to March 31, 2008, and Retire on or after August 1, 2015 (Tier 1a):

Effective January 1, 2015, employees hired prior to March 31, 2008, who retire from the City with 5 years of City service, will receive a retiree medical benefit in accordance with the following:

- For eligible retirees who are under the age of 65, regardless of the age of their spouse/dependents, the City contribution will be up to the actual enrollment cost of the active medical premium for CalPERS Bay Area Region premiums for:
 - Single Coverage: third highest cost plan
 - 2-Party Coverage: third highest cost plan
 - Family Coverage: Kaiser
- For eligible retirees who are 65 years of age or older and enrolled in Medicare, and their spouse/dependents are under the age of 65, the City contribution will be up to the actual enrollment cost of the medical premium for the third highest cost Medicare Combination plan in the CalPERS Bay Area Region for:
 - Single Coverage

- 2-Party Coverage
- Family Coverage
- 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 the third highest cost CalPERS Bay Area Region Medicare Supplemental Premium for all levels of coverage.
 - Single Coverage
 - 2-Party Coverage
 - Family Coverage

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

Retiree Medical for Employees Hired After March 31, 2008 but Before January 1, 2012 (Tier 2):

Employees hired on or after the March 31, 2008 but before January 1, 2012 will receive a retiree medical benefit based on years of service with the City as follows:

- 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.

Retiree Medical for Employees Hired On or After January 1, 2012 (Tier 3)

Employees hired on or after January 1, 2012 shall receive the following contributions to a Retiree Health Reimbursement Arrangement (HRA) based on base pay and years of service with the City, in lieu of the Retiree Medical Benefits above.

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

The City has implemented an Irrevocable Trust for all new contributions towards the City's GASB 45 obligations.

8.3 Dental Plan

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.

8.4 Vision Care Plan

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.

8.5 Life Insurance

The City provides seventy five thousand dollars (\$75,000) life insurance coverage for members of the bargaining unit.

The City provides the option for employees to purchase supplemental life insurance at a group rate for the employee and dependents.

8.6 Disability Insurance Plans

State Disability Insurance - The City provides State Disability Insurance (SDI) for employees in the bargaining unit. The employees will pay for such insurance through automatic payroll deduction. The City integrates leave balances with SDI benefits, starting with sick leave, upon employee request.

Long Term Disability Insurance - The City provides long term disability insurance to all AFSCME members, with a sixty (60) day waiting period. Monthly benefits shall be 60% of employee's basic monthly earnings up to a maximum monthly benefit of three thousand five hundred dollars (\$3,500). The City integrates leave balances with LTD benefits, starting with, upon employee request.

Insurance Coverage While Disabled - The City will allow any employee who has been disabled and is collecting benefits under the Long-Term Disability Plan, or under State Disability Insurance, to participate in the health insurance plan by payment of premium cost to the City, except as otherwise required by the Family and Medical Leave Act.

8.7 Deferred Compensation

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

Deferred Compensation Incentive - The City shall continue to provide a contribution to an employee's deferred compensation account in an amount equal to the employee's contribution, to a maximum of forty-five dollars (\$45) per biweekly pay period. This shall not imply any City endorsement or responsibility for the performance of any deferred compensation account or instrument selected by the employee.

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 Union 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.

8.8 Section 125/Flexible Benefit Plans

The City offers employees the option to participate in IRS Section 125 plans for reimbursable dependent care and healthcare costs for employees. The plan is subject to the IRS regulations.

8.9 Plan Description

Benefit Plan Descriptions are available upon request in the City's Human Resources Office.

8.10 Retirement

CalPERS Retirement Provisions

- a. Effective 03/31/2008, the City implemented the provisions of the PERS 2.5% at Age 55 retirement benefit for miscellaneous employees hired on or before 12/31/12(Classic Employees).
- b. Classic employees contribute 1.5 % of the employer's contribution for the CalPERS retirement costs via payroll deduction on a pre-tax basis. The City shall "pick-up" the employer contribution amount that is being paid by the employees through a payroll reduction under IRS Code Section 414(h)(2).

- c. 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.

8.11 Continuation of City Insurance Contributions

During the term of this Memorandum, the City agrees to pay for increases in the premiums for insurance, as described herein, up to the dollar amounts listed above. Upon expiration of this Memorandum, the City will continue paying the dollar amount of premiums then being paid, unless and until there is an agreement to pay a higher amount, or the City Council takes unilateral action in the absence of agreement.

8.12 Physical Fitness

The City provides a fifty percent (50%) discount to employees who take physical fitness classes through the Burlingame Parks and Recreation Department.

Employees may utilize the fitness center located at the City's Corporation Yard.

8.13 Regular Part-Time Benefitted Employee Benefits: Insurances and Other Benefits

Regular part-time benefitted employees (bargaining unit employees who work 30 hours or more a week and are covered by the provision/benefits of this MOU) shall be entitled to insurance coverage and other benefits as follows. Benefits for part-time bargaining unit employees who work less than 30 hours a week will be as noted below:

- Medical Insurance (including Retiree Health) - City payment of medical insurance premiums as provided in the Insurance and Other Benefits section of the MOU.

Medical benefits for part-time bargaining unit employees who work less than 30 hours per week will be based on a fixed percentage of 75% of the full-time medical benefit.

- Life Insurance - The City provides life insurance coverage of thirty-five thousand dollars (\$35,000).
- Health Reimbursement Arrangement (HRA) – Regular part-time employees are eligible to the same benefit as regular full time employees, pro-rated.

- Other Benefits – Regular part-time benefitted employees are covered by State Disability Insurance (SDI). Employees pay for the coverage through automatic payroll deduction.
- Voluntary Coverages – Regular part-time benefitted employees may enroll in the City's long-term disability insurance, supplemental life insurance, dental plan, vision plan, deferred compensation and/or the Section 125 plan. Voluntary coverage enrollment is subject to plan provisions. The employee must request in writing to the employer their desire to enroll and pay applicable premiums. Effective April 1, 2019, upon hire part-time employees will be automatically enrolled in the deferred compensation 457 plan in accordance with section 8.7 Deferred Compensation.
- Leaves – Accrual, Limits and Adjustments - The City provides all regular part-time benefitted employees with the same vacation, sick leave, holiday leave and accrual limits that apply to regular full time employees. Holidays are paid as the holiday occurs, in the same manner as regular full time staff. Two Floating Holidays per calendar year are pro-rated according to each employee's budgeted percentage of full-time employment. The City will stop all paid leave accruals when an employee goes on an unpaid status, unless otherwise provided by law.
- Work On A Holiday – All regular part-time employees who work on a holiday shall be compensated in the same manner as a full-time employee.

Benefits for part-time bargaining unit employees who work less than 30 hours a week will be pro-rated accordingly.

9. Hours of Work and Standby Duty

9.1 Work Schedule and Adjustments

The regular work week for employees occupying full-time positions shall consist of five (5) consecutive eight (8) hour workdays beginning on Monday at the regularly scheduled starting time for the employee's respective department. If the City adjusts a shift starting time for a specific temporary assignment, the employee shall have the choice of overtime or time off for the shift adjustment. Exceptions to this Section may be made by mutual agreement between the City and the Union.

1. Emergencies. In the event of a emergency as determined by a City's Divisional Operational Center ("DOC") or Emergency Operational Center ("EOC"), the City may temporarily adjust shifts as follows:

- i. First, the City shall solicit volunteers to fill temporary emergency shift adjustments. The City shall select volunteers according to order of seniority.
- ii. However, if there are insufficient volunteers, the City shall assign temporary emergency shift adjustments according to reverse order of seniority to meet operational needs.

The City will not manipulate temporary emergency shift adjustments for the purpose of avoiding overtime.

9.2 Lunch and Breaks

A one (1) hour or one-half (1/2) hour unpaid lunch period shall be observed each day. Two (2) fifteen (15) minute rest breaks with pay shall be observed during each workday, one in the first half and one in the second half of the workday.

9.3 Overtime

Definition and Compensation - Authorized work performed in excess of forty (40) hours in one (1) week and/or eight (8) hours in a work day shall constitute overtime. Employees with a 9/80 or 4/10 schedule will only receive overtime in excess of their normal shift. An employee required to work in excess of the regularly scheduled hours of work, shall be compensated for time worked at the rate of one and one half (1 1/2) times the employee's regular straight time rate of pay, except that all hours worked in excess of twelve (12) in any workday shall be compensated at two (2) times the employee's regular straight time rate.

Assignment of Overtime - Overtime shall be assigned on a volunteer basis, provided that the City shall select volunteers according to order of seniority. However, if there are no qualified volunteers, as determined by the supervisor, overtime shall be assigned according to reverse order of seniority.

Work on any holiday shall be compensated by eight (8) hours at one and one half (1½) times the employee's regular rate of pay in addition to holiday pay. Work on Saturdays, Sundays or Holidays, for which eight (8) hours pay at one and one half (1½) times regular pay is received, is understood to be time spent on duty at the Corporation Yard.

Relief Time - If an employee is required to work overtime for four (4) or more hours of the eight (8) hours immediately preceding the start of the employee's regular shift, then paid relief time shall be granted by the supervisor. The extent

of relief granted and the timing of such relief time are within the discretion of the supervisor.

Scheduled Overtime for Parks Division Employees – Employees in the Parks Division will be assigned scheduled overtime shifts for all weekend days and holidays. Scheduling will be in accordance with Division practice. Shifts are understood to be from 7:00AM -12:00PM unless otherwise agreed upon with the Parks Supervisor or Parks Superintendent.

Saturday Overtime Sweeping – The Street Sweeper assigned to perform downtown street sweeping and other duties on Saturdays will be required to work for two (2) and one-half hours (2.5) and will be compensated at double time.

Choice of Compensation - Payment for overtime work will be either cash or compensatory time off at the employee's option. In no event shall payment for overtime be less than the rates established in this Section.

Compensatory Time Maximum - Employees may accumulate a maximum of one hundred thirty (130) hours of compensatory time off, which may be used at times chosen by the employee and approved by the appropriate supervisor, in meeting the needs of City business.

9.4 Callback

An employee recalled to work outside of and not continuous with regularly scheduled hours shall be paid a minimum of two (2) hours at the rate of one and one-half (1½) times the employee's regular straight-time rate of pay. An employee shall be considered on the job from the time the employee leaves home until returning to the employee's home. The minimum of two (2) hours shall apply to the first call back and to any subsequent call back after two (2) hours has expired from the original call. For purposes of this Section 9.4, an employee shall be on call back status if a request for work is made after the employee's regularly scheduled hours.

After Hours Telephone Pay - When a Public Works Corporation Yard employee who is considered non-exempt for the purposes of the Fair Labor Standards Act (FLSA) has completed their normal shift for the day, is on a regular day(s) off, or on paid leave and is called or texted by the employee's supervisor, department head, or designee, such employee shall receive compensation as follows:

1. An employee who is contacted (via text or call) to conduct City business, after a normal shift (3:30 or 4:00pm) up to 10:00 pm will be paid one (1) hour at

the rate of one and one-half (1½) times the employee's regular straight-time rate of pay.

2. An employee who is contacted (via text or call) to conduct City business after 10:00 pm until the start of a normal shift (6:30 or 7:00 am) will receive two (2) hours at the rate of one and one-half (1½) times the employee's regular straight-time rate of pay.

More than one telephone call/text may be taken within the one hour time period without incurring additional compensation. If the employee is recalled after the initial hour period, a new hour minimum will begin. This provision does not apply to calls involving staffing availability.

9.5 Standby

General Provisions – An employee will be considered on standby duty only when assigned to answer calls outside of regularly scheduled hours and provided with a City phone. Employees on standby will have the option of using a City vehicle; however, such vehicle use shall be in accordance with Use of City Vehicle Policy.

Response Requirement - An employee on standby should be able to respond to the Corporation Yard within thirty (30) minutes of the call. If an employee's regular residence is not within the thirty (30) minute reporting time, then the employee must place on file with the Department Head a written statement as to how the employee will meet the 30-minute reporting requirement when on standby.

Compensation - Public Works Corporation Yard employees assigned to be on standby shall receive two (2) hours pay at the straight time rate for each weeknight of standby time.

Night standby on weekends for Corporation Yard employees will be compensated by two (2) hours at the straight time rate.

Night standby on holidays for Corporation Yard employees will be compensated per Section 10.4 or 10.5 for the corresponding holiday.

An employee assigned to the Parks Division, will receive two (2) hours compensation at the straight time rate for a standby period not to exceed sixteen (16) hours. Standby shall be assigned whenever Parks management believes the need is warranted. Standby is understood to be during any day and/or night period that is not the employee's regular work shift.

Implementation – The City will adopt reasonable regulations in order to implement the above provisions.

Compliance – Failure to comply with the thirty (30) minute rule will result in discipline and automatic loss of standby privileges.

10. Holidays

10.1 Holiday Pay

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

10.2 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
Admission Day	September 9 th
Indigenous People's 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, loaded in the first full pay period of the calendar year.

10.3 Observance

If a holiday falls on a Sunday, such holiday shall be observed on the Monday following. If a holiday falls on a Saturday, such holiday shall be observed on the preceding Friday.

For the purposes of this Article 10, unit members shall be entitled to fourteen (14) holidays per calendar year.

10.4 Work on a Holiday

Any employee who is required to work on a holiday specified above shall, in addition to receiving regular pay for the holiday, be paid one and one half (1 1/2) times the employee's regular rate of pay for all hours worked or on standby on the holiday.

10.5 Work on New Year's Day, July 4th, Thanksgiving or Christmas Day

Any employee who is required to work on New Year's Day, July 4th, Thanksgiving and/or Christmas Day shall, in addition to receiving regular pay for the holiday, be paid two (2) times the employee's regular rate of pay for all hours worked or on standby on New Year's Day, July 4th, Thanksgiving Day and/or Christmas Day.

10.6 Vacation

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

11. Vacations and Time Off

Represented employees shall be entitled to vacation pay in accordance with the following provisions:

11.1 Eligibility

Eligibility to schedule accrued vacation allowance shall start as soon as vacation is accrued, based on Supervisor approval.

11.2 Vacation Accrual

Vacation shall be accrued as follows:

<u>Anniversary Date</u>	<u>Days Per Year</u>	<u>Hours Per Pay period</u>
Hire to 4 th	10	3.08
5 th	15	4.62
10 th	16	4.93
11 th	17	5.24
12 th	18	5.54
13 th	19	5.85
14 th	20	6.16
15 th	21	6.47

16 th	22	6.78
17 th	23	7.09
25 th	24	7.38

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.

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

11.3 Accrual Maximum

Employees can maintain a maximum accrual of two (2) years of vacation at any time.

11.4 Scheduling

Vacations/time off may be scheduled yearly by employees with the approval of their respective Division Manager or their designee. Preference in scheduling shall be based on seniority. Employees must have accrued the amount of the vacation/time off requested prior to submitting the request. Requests shall be submitted by February 1 and the resulting calendar posted by February 15, covering the period of March 1 through the last day of February of the following calendar year.

Time off throughout the year will be granted on a first come, first serve basis. Employees must have accrued the amount of requested time off prior to submitting the request. Any conflicts will be resolved by seniority.

12. Leave Provisions

12.1 Sick Leave

Sick leave is paid leave from work that can be used for the following purposes:

- (a) diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; or sibling; or
- (b) for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court

assistance to help ensure the health safety or welfare of the employee or their child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Sick Leave Accrual - Sick leave shall be accrued at a rate of eight (8) hours per month (3.69 hours per pay period) for each pay period a full-time employee is in paid status. The City will suspend sick leave accrual when an employee goes into unpaid status. The maximum sick leave accrual is 2000 hours.

Sick Leave Notice - In order to receive compensation while absent on sick leave, the employee shall notify the appropriate management personnel prior to the start of their regularly scheduled shift. The employee must provide the reason for the absence (personal, family illness, FMLA). The employee is required to call in each day sick leave is used; however, management personnel may waive this daily contact if it is determined to be impractical. Departments may establish specific call-in procedures based on operational need.

Physician's Certificate - A physician's certificate may be required when management personnel has a bona fide question about the propriety of a request for sick leave, as outlined in the Sick Leave Abuse section below.

Sick Leave Abuse - The City recognizes that employees will need to use sick leave occasionally, and that the majority of employees do not abuse their sick leave benefits. Generally, when a pattern of abuse of sick leave is identified, the Department Head or supervisor shall evaluate such cases. In those cases where sick leave has been abused, appropriate corrective action including discipline up to and including termination may be taken.

Except when sick leave use is known to be in connection with long-term illness, injury, or ongoing medical condition, abuse of sick leave shall generally be defined as follows:

- a. Where an employee demonstrates a pattern of using sick leave adjacent to a regular day off or scheduled day off such as vacation or compensatory time off;
- b. Where an employee demonstrates a pattern of using sick leave within a discernible period of time after which the leave was earned;
- c. Where an employee regularly uses sick leave in excess of 64 hours per annual 12-month performance evaluation review period;
- d. Where an employee regularly uses all of their accrued sick leave, which requires use of other paid leaves or unpaid leave to cover the absence;
- e. Where an employee fraudulently uses any single occurrence of sick leave, including falsifying or omitting facts or documentation regarding the illness or injury upon which the sick leave absence is based.

Sick Leave Upon Retirement - The City contracts with CalPERS for the credit of Unused Sick Leave. Upon retirement, unused sick leave will be reported to CalPERS and will be converted to service credit in accordance with CalPERS rules and procedures.

Sick Leave Integration - The City will integrate 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.

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

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

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

12.2 Industrial Disability Leave

Disability leave is absence from duty granted because of a disability caused by illness or injury arising out of and in the course of the employee's employment. Disability leave shall be in accordance with the provisions of the workers' compensation laws of the State of California and the benefits and allowance provided under it, except as specifically provided herein.

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 their own, an employee shall receive disability pay for one (1) year to the extent that their loss of earnings is not covered by the benefits granted under the provisions of the workers' compensation laws of the State of California, unless the employee 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 they

have 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. Once sick leave is exhausted, the employee may elect to use their accrued vacation and compensation time to supplement their pay.

Modified Duty - The City will attempt to provide modified duty assignments for employees who are unable to perform regular job duties due to injury or illness. Modified duty assignments will be determined in accordance with the employee's medical restrictions and at the needs of the business of the City.

12.3 Bereavement Leave

In the event of a death in an employee's immediate family, absence from duty shall be allowed, not to exceed five (5) days, which need not be taken consecutively, provided the bereavement leave must be taken within six (6) calendar months of the date of death. In the event of the death of a relative who is not a member of the employee's immediate family, absence from duty shall be allowed for one (1) day. Such absences shall not be charged to the employee's sick leave balance. For the purposes of this Section, "immediate family" means parent, stepparent, spouse, domestic partner, child, stepchild, sibling, grandparent, parent-in-law or grandchild of the employee.

In addition, upon approval of the Department Head, the City will allow the employee to use up to two (2) days of sick leave, vacation leave or other accrued leave for bereavement.

Employees may designate one person per twelve (12) month period who is not listed above as an immediate family member for the purpose of bereavement leave. This designation must be made at the time of the leave request.

Bereavement leave shall be available to employees that experience a reproductive loss (as defined in Govt. Code 12945.6 including but not limited to miscarriage, stillbirth, or failed adoption by the unit member or partner). The City shall maintain the confidentiality of the request for the purpose of the leave.

When employees experience a loss of a relative, friend, pet, or service animal that does not qualify for bereavement as defined above, they may request to use up to three (3) days of vacation, sick, compensatory, or other leave balances for compassionate leave.

12.4 Leave Without Pay

The City Manager may grant a regular employee a personal or medical leave of absence without pay or benefits not to exceed one (1) year. Requests for such leave shall be in writing and must be approved by the City Manager. Leave requested under this Section shall not be routinely denied.

12.5 Return to Work and Reinstatement Rights

When an employee returns to work after an approved leave, the employee shall be reinstated in the position held at the time the leave was granted.

12.6 Maternity, Parental and Adoptive Leaves

Employees may use accumulated sick leave for pregnancy related disability when the disability is certified by the employee's physician. Leave without pay shall be provided in accordance with the MOU for purposes of postpartum care of an infant or for the adoption of a child. Employees may request up to ten (10) days of accrued sick leave to be utilized upon the arrival of an adopted child.

12.7 Applicable Law

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

12.8 Military Leave

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

13. Occupational, Departmental, Premium Pay & Reimbursement Provisions

13.1 Training

The City will seek to expand training availability in job related skills and certifications when applicable and appropriate within budget limitations.

13.2 Safety Committees

Composition – The Public Works Department Safety Committee shall consist of two (2) representatives from the Street and Sewer Division, two (2) representatives

from the Water Division, one (1) representative of the Fleet Division, (1) representative of the Facilities Division, and two (2) representatives from the City.

The Parks Division Safety Committee shall consist of one (1) representative from each parks work crew (i.e. based on current crews this would include one (1) representative for the tree crew, one (1) representative for the maintenance crew, and one (1) representative from the parks crew, for a total of three (3) current representatives from these work crews), in addition to the Parks Superintendent or the Park Supervisor.

Meetings – Safety Committees shall meet monthly.

13.3 Safety Equipment

The City shall continue to supply employees with safety equipment required by the City and/or CAL-OSHA. All employees furnished such equipment shall use the equipment, and their use shall only be for the purposes and uses specified under applicable safety rules and regulations.

13.4 Drug/Alcohol Testing

The City will be in compliance with the Federal DOT program.

13.5 Safety Shoe Reimbursement

The City shall reimburse each employee required to wear safety shoes, as determined by each department safety committee, up to four hundred and twenty five dollars (\$425) per employee per fiscal year for safety shoes and repairs to safety shoes.

13.6 Tree Crew Protective Clothing

Tree Crew employees whose work requires special safety footwear for tree climbing shall be reimbursed up to four-hundred-fifty dollars (\$450) per fiscal year.

The City will provide Tree Personnel with Cal-OSHA compliant clothing. The value of this is one hundred and fifty dollars (\$150), and it is reported to CalPERS in accordance with CalPERS regulations.

13.7 Class B Licensure

Requirement – The Union acknowledges that the City and employees must comply with state law. The City agrees to pay for required medical exams and grant reasonable work time for taking required exams.

Accommodation - The City may temporarily reassign an employee to other duties for a maximum of six (6) months if the employee has: 1) not passed a required exam for a Class B license; 2) been unable to maintain or re-qualify for the license due to medical reasons.

Reimbursement – Employees should use the City's provider at no cost. The City will reimburse employees who use a different provider up to the amount of cost from the City's provider for expenses associated with obtaining their Class B License, upon approval of the Assistant Director of Public Works Operations or Parks Superintendent. Employees must submit a receipt supporting the expense paid.

13.8 Reserved

13.9 Street Sweeper Assignment and Pay

Employees regularly assigned to Street Sweepers shall receive premium pay of seven and one-half percent (7.5%) of base salary. Premium pay shall not be reduced for normal employee leave or equipment breakdowns. Employees regularly assigned to sweepers shall only be removed for cause or a reduction in number of sweepers. Employees assigned to Street Sweepers are not eligible for Standby Duty but are eligible for emergency call-out once the 'after hours call-out list' has been exhausted.

13.10 Large Crew Premium Pay

A lead worker assigned the responsibility of directing large crews working multiple assignments in more than one location shall receive premium pay in the amount of \$103.50 per month. "Large Crew" is defined as six (6) or more regular workers assigned to the lead worker on a regular basis.

13.11 Reimbursements

Mileage Reimbursement - An employee who is required to provide transportation for the performance of their job shall be compensated at the current IRS mileage rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residence.

Training and Educational Reimbursement – An employee shall be reimbursed for the cost of books, supplies and tuition, and shall not lose pay for time attending class if: 1) the course is required by the City, and/or 2) the Department Head provides written approval prior to the taking of the course.

Expense Advance for Job-Related Training – The City Administrative Procedure for job related training provides for a payment advance of 50% of the cost of tuition and required books for a class which costs \$200 or more to enroll. The balance of the cost will be reimbursed after completion of the course with a passing grade. Employees must refund all advances made by the City if the class is not completed or not passed.

Prescription Safety Glasses – An employee who is required to wear safety glasses while performing work duties, and who wears corrective eyewear, is eligible for a reimbursement of up to three hundred and fifty dollars (\$350) for one new pair of prescription safety glasses every two fiscal years.

14. Promotion

14.1 Filling of Vacancies

The City Manager and/or their designee will determine if higher positions in the classified service shall be filled by promotion based on the City Rules and Regulations, relevant job experience, and the following:

- The best interests of the City will be served by promoting from within.
- There is a minimum of one internal candidate that meets the minimum qualifications for the promotional opportunity.
- Any promotional examination shall comply with the City Rules and Regulations governing competitive examinations.
- Notice of the recruitment for a promotional position will be emailed out by the Human Resources Department. The Human Resources Department will also include an email notice to the Union President of the promotional vacancy.

14.2 Employment Lists

Employment lists shall become effective upon the approval of the Human Resources Director. Employment lists shall remain in effect for one (1) year from the date of approval, unless sooner exhausted, and may be extended, prior to their expiration dates, by approval of the Human Resources Director for up to a one (1) year period, but in no event shall an employment list remain in effect for more

than two (2) years. The name of any person on an employment list may be removed by the City Manager if the eligible person requests in writing that their name be removed, or if the person fails to respond to a written offer of employment within five (5) business days next succeeding receipt of the mailing of the notice, which shall be by regular mail. A candidate who rejects an offer of employment shall be removed from the employment list.

14.3 Time for Promotional Examinations

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

14.4 Probationary Period

The probationary period for a new employee shall be twelve (12) months. The probationary period for an existing employee who accepts a promotion shall be six (6) months. Employees are not eligible for a merit increase until completion of the probationary period.

If the probationary period is interrupted by a paid or unpaid leave of absence of five (5) workdays or more, the probationary period shall be extended by the duration of such leave equal to the number of workdays the employee was on leave.

14.5 Extension

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

14.6 Rejection From Probation

Any employee who is in a probationary status may be rejected during the probationary period without cause. Any employee who has gained regular status and thereafter accepts a promotion may be rejected during the probationary period without cause. However, said employee shall retain all other rights of a regular employee in the position held prior to promotion (including the right of return to the former position). Those rights can only be affected for cause.

14.7 Grievance Rights

An employee who believes that a promotion according to this provision has been improperly denied may file a grievance regarding such denial. However, such

grievance cannot under any circumstances be appealed beyond the level of the City Manager.

15. Transfer

An employee may be transferred from one position to another position in the same or comparable classifications upon approval of the affected department heads.

16. Layoff and Recall

16.1 Layoff

Regular employees may be laid off, without prejudice due to lack of funds or curtailment of work. No regular employee may be separated while there are temporary employees serving in the same class or position in the City.

16.2 Procedure

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

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

Displacement Rights - The employees to be laid off may displace the least senior employee in the lateral or next lower classification in which they previously held regular status, provided the displaced employee has less total City service.

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

Re-Employment List - The name of each employee laid off shall be entered on a re-employment list in order of seniority for three (3) years.

Benefits Upon Re-Employment - Former employees appointed from a re-employment eligible list shall be restored all rights accrued prior to being laid off, such as but not limited to, sick leave, vacation credits, and credit for years of service. However, such re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

Notice - A minimum of twenty-eight (28) calendar days' notice must be given to the employee prior to the date of layoff. A copy of this section, Layoff and Recall, shall be attached to the written notice. The City will offer to meet and confer with the union regarding the impacts of specific layoffs.

17. Resignation

Any employee wishing to resign from employment shall file with the Department Head a notice of intention to leave at least two (2) weeks in advance. Said notice will state the effective date of departure. Entitlement to final paycheck shall be in compliance with state and federal law.

18. Reinstatement

An employee who has resigned in good standing may request reinstatement by the City Manager or their designee. The employee may be reinstated to a vacant position, if it is determined to be in the best interest of the needs of the City. If such employee is reinstated within one (1) year after resignation, their Union seniority will be reinstated with an adjustment to reflect the length of time they were not employed by the City. Following a one (1) year period after resignation, the City Manager or their designee may require such employee to submit to a physical examination and to serve a new probationary period.

19. Discipline

19.1 General

The City retains the right to impose disciplinary action upon an employee of this unit; however, disciplinary action may only be imposed upon any regular employee for just cause.

19.2 Types of Penalties

Disciplinary action shall be limited to:

- written reprimand,
- suspension from work,
- demotion in class and/or pay step
- termination

19.3 Notice

The City agrees to give any employee who is being disciplined at least ten (10) calendar days' notice of such disciplinary action.

19.4 Method of Reprimand

If the City has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

19.5 Administrative Leave

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

19.6 Appeal Rights

Any disciplinary action or measure may be appealed in accordance with the following procedure:

- 1) Within ten (10) working days of the employee's receipt of the written decision from their Department Head or designee imposing disciplinary action, an employee wishing to appeal must file such appeal in writing with the City Manager.
- 2) The City Manager shall consider the matter and render a decision within fifteen (15) working days from the date of receipt of the appeal. Upon request of the employee or their representative, such consideration shall include a meeting with the employee and their representative to receive any information or position they may wish to present.
- 3) The City Manager's decision on written reprimands and suspensions of one (1) day or less shall be final, and such matters may not be grieved or appealed beyond this level.
- 4) Within ten (10) working days of the employee's receipt of the City Manager's decision, an employee wishing to appeal further must notify the Human Resources Director in writing of their intent to do so. Any written appeal must indicate that the employee is filing a grievance pursuant to the requirements of Section 20. Grievance Procedure Step 4 Arbitration.

19.7 Notification of Discipline

The City will notify the Union of any pending disciplinary action prior to such action being taken against a bargaining unit member. If the Union does not represent the unit member in the disciplinary action, the Union will be notified of the disposition of the matter.

19.8 Placement in Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until the employee has been given the opportunity to review and a reasonable opportunity to respond in writing to such a document.

"Written reprimand" as used herein is defined as a written communication to the employee formally notifying the employee of conduct or omission which is the basis for discipline.

20. Grievance Procedure

20.1 Definitions

"Days" as used herein shall be days when the City Hall of the City of Burlingame is open for business. "Grievance" is any dispute over the interpretation or application of any provision of this Memorandum by any employee adversely affected thereby. "Grievant" is an individual employee or employee organization adversely affected by any dispute over the interpretation or application of any provision of this Memorandum.

20.2 Steps

Step 1 – Manager - Grievant shall discuss the grievance with their appropriate management personnel (Division Manager) within fifteen (15) days of actual or constructive knowledge of the existence of the grievance. The manager will provide a written response to the Step 1 grievance within ten (10) days of the Step 1 meeting. If the issue is not resolved, grievant shall be entitled to proceed to Step 2.

Step 2 – Department Head - Within ten (10) days of the conclusion of the Step 1 meeting, grievant shall file with their Department Head a written grievance setting forth the following:

Name
Classification
Supervisor
Section or Sections of the Memorandum allegedly violated
Remedy sought
Union

Within ten (10) days of receipt of the written grievance, the Department Head will meet with the grievant and their representative to reach a satisfactory resolution.

Step 3 – City Manager - If the grievance is not resolved at Step 1 or Step 2, it may be appealed to the City Manager within ten (10) days of the receipt of the Department Head's response at Step 2. Said appeal shall be in the form of a written request to proceed to Step 3, along with the written grievance. The City Manager or their designee shall respond to the grievance within ten (10) days of receipt of the written appeal. The decision of the City Manager shall be final, except as provided in Step 4.

Step 4 – Arbitration - If the grievant is not satisfied with the decision at Step 3:

- a) Within five (5) days after receipt of the Step 3 response, the grievant may request in writing that the Union submit the grievance to arbitration.
- b) Within ten (10) days of the grievant's receipt of the decision at Step 3, the Union shall inform the City in writing if its intent is to advance the grievance to arbitration.

Arbitrator Selection Process – If arbitration has been invoked under Section 20 Step 4 b) above, within five (5) days of the Union notification that the grievance is being advanced to arbitration, an arbitrator shall be selected by mutual agreement. If no agreement on an arbitrator can be reached within that five (5) day period, the parties shall request from the State Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one (1) name remains. The order of strike shall be determined by lot.

Decision - In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issues 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, their findings and award to the Union and the City.

The award of the arbitrator shall be final and binding.

Arbitrator's Authority - The arbitrator will have no power to add to, subtract from, or modify the terms of the Memorandum or the written policies, rules, regulations, and procedures of the City, nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

Arbitration Costs - The fees and expenses of the arbitrator and each hearing shall be borne equally by the City and the Union. If an individual pursues arbitration without the Union's consent, said individual shall share equally in the cost with the City, provided, however, that no grievance involving interpretation of this Memorandum of Understanding may be advanced to arbitration without the concurrence of the Union. All other expenses shall be borne by the party incurring them.

Questions of Arbitrability - If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance, which would thereafter be conducted, by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue or arbitrability shall be borne by the party, which raised the question of arbitrability.

Waiver of Other Remedies - By submitting the grievance to arbitration, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

20.3 Failure to Pursue

Grievant - Any failure by grievant to pursue their grievance within the time limits to the next step shall be a voluntary abandonment of the grievance, and grievant shall not thereafter be entitled to pursue said grievance. Such settlement in favor of the City shall not prejudice the rights of the Union or other employees to pursue a similar grievance, provided all other requirements of this Memorandum are met.

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

20.4 Representation and Release Time

Grievant shall be entitled to be represented by their Union and/or their attorney at any grievance meeting or discussion described in any one (1) of the steps of the grievance procedure. However, in no event shall more than one (1) City employee, in addition to grievant, attend such grievance meetings. The limitations of this

Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the grievance.

Neither grievant nor their representative shall suffer loss of pay for attending the meetings described in the steps of the grievance procedure.

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

20.5 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.

21. Concerted Activities

It is agreed and understood that there will be no strike, work stoppage, slow down or refusal to perform job functions during the term of the Memorandum. However, this provision will not require an employee to cross a picket line of a sanctioned strike if such crossing might reasonably lead to direct harm to the employee.

22. City Rights

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

23. Effect of Agreement

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

24. Modification

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

25. Total Agreement

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

26. New Work

In the event the City introduces new work that the Union believes does not fall within any of the existing classifications, the City and the Union shall, upon written request, meet and confer with respect to the assignment or classification of such work.

27. Separability of Provisions

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

28. Seniority Determination

The first level of determining seniority is an employee's hire date with the City of Burlingame. The earlier the employee's hire date, the higher the employee's seniority. In the event two or more employees have the same hire dates with the City, such a tie in seniority will be broken as follows:

- (a) If tied on the same hire date, seniority is determined by the date that the Employer's offer letter was accepted by the employee (i.e. offer letter acceptance date). The earlier the employee's offer letter acceptance date, the higher the employee's seniority.
- (b) If tied on the same hire date and offer letter acceptance date, seniority is determined by the date that the Employer's offer letter was sent to the employee (i.e. offer letter sent date). The earlier the employee's offer letter sent date, the higher the employee's seniority.
- (c) If tied on the same hire date, offer letter acceptance date, and offer letter sent date, seniority is determined by the date that the employee submitted an application to the Employer (i.e. application sent date). The earlier the employee's application sent date, the higher the employee's seniority.

(d) If tied on all of the above tiebreakers, the parties shall meet and confer to determine seniority.

In the event that staff transfer between departments, the employee's seniority ranking (i.e. their initial hire date with the Employer) shall remain unchanged.

29. Term

Except as specifically provided herein, this Memorandum shall remain in effect for those employees employed in the classifications which comprise the AFSCME bargaining unit for the period from July 1, 2026 to June 30, 2029.

Signatures on next page.

**For AFSCME Operations
Unit Local 829:**

Date: _____

Richard Stephens
President

Dante Campagna
Negotiation Team Member

Freddie Linares
Negotiation Team Member

Mario Rodriguez
Negotiation Team Member

Kait Roelofs
AFSCME Business Representative

For the City of Burlingame:

Date: _____

Lisa K. Goldman
City Manager

Maria Saguisag-Sid
Human Resources Director

Michael Heathcote
Assistant Director of Public Works

LaTonia Silva
Senior Human Resources Analyst

Timothy L. Davis
Chief Negotiator

Arti Ferrera
Negotiator

Exhibit A – Represented Positions & Salaries Effective 6/29/2026

Exhibit B – Alternative Work Schedule POLICY

The Alternative Work Schedule Policy provides an opportunity for eligible employees to work 40-hour workweeks in less than the traditional 5 days per week. Alternative work schedules will be offered to the extent the practice does not negatively impact business operations or service to the community. Additionally, alternative work schedules will be offered in a way that will not materially increase the costs of serving the community of Burlingame. If a current employee is working a traditional 5/40-work week and his/her individual circumstance is not conducive to an alternative work schedule, the supervisor and manager will assess if the employee can keep his/her traditional 5/40 schedule. Such an assessment will involve looking at the needs of the City, public, employee and workgroup.

ELIGIBILITY

The policy applies to full-time, regular employees who shifts are traditionally scheduled Monday through Friday in the time period from 7AM - 7PM. Sworn public safety employees that are on shift or who work in administrative capacities are not eligible to participate in the Alternative Work Schedule Policy unless otherwise approved by the Police Chief.

WORK SCHEDULE

The standard alternative work schedule under this policy is referred to as a 9/80 work schedule. This provides that employees work nine (9) hours per day, four (4) days per week, plus one eight (8) hour day once every two weeks. If approved by the City Manager, departments may implement other alternative work schedules such as a 4/10.

WORK WEEK

The standard workweek is defined as forty (40) hours per week and will start at 12:01 pm on Friday.

HOLIDAYS

Holidays will retain their value of eight (8) hours per day. For example, if a holiday falls on what would otherwise be a nine (9) hour workday, the employee must either use one (1) hour of vacation, administrative or floating holiday leave to be compensated for the additional hour. The employee, with the Department Head's approval, may also elect to work one additional hour another day within the workweek to make-up for this hour.

PROGRAM CRITERIA:

The success of this program is based on the premise that City services will be maintained and will not deteriorate due to the implementation of an alternative work program. Prior to implementing such a program, each department will be required to submit standards that will be used to measure the program impacts. Such standards should include some measurement of:

- ✓ Productivity
- ✓ Quality of Service and Impact on Key-Indicators regarding Service
- ✓ Sick Leave Usage
- ✓ Complaints from the public or other City departments regarding staff unavailability
- ✓ If service hours are extended into the evening, usage during the later hours
- ✓ Proportion of work that has either fallen to others (not on alternative work schedule) or not being done in a timely manner
- ✓ Economic Impact – including increase in overtime
- ✓ Employee Morale

Additionally, when designing a program for a specific unit or division, the following will need to be addressed:

- ✓ Adequate phone and counter coverage to provide services
- ✓ Cross-training to ensure all City services are maintained each day
- ✓ Sufficient supervision of the work group
- ✓ Coverage during peak vacation seasons
- ✓ Maintenance of services that require interdepartmental support
- ✓ Employee safety

All employees that opt to participate in a pilot program will be required to submit an Alternative Work Schedule Agreement. Pilot programs will be for no more than six (6) months and are subject to Department Head approval. The pilot program is not subject to the City's grievance procedure.

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

This agreement constitutes a _____month trial program for an alternative work schedule that will be in effect from _____ to _____. However, as the Department Head, I reserve the right to discontinue the flex work schedule during this period time with a minimum of ten (10) days' advanced notification. Additionally, the City may make temporary adjustments to your alternative work schedule due to work demands. The City will give you a minimum of five (5) days advanced notification.

1. Effective _____, your new work schedule will be as follows:

Week #1 (sample – use your actual)

Monday through Thursday (7:30 a.m. – 5:00 p.m.) with a ½ hour lunch break. Friday (8:00 a.m. – 5:00 p.m.), with a 1 hour lunch break. **Total Work Hours: 44**

Week #2 (sample – use your actual)

Monday through Thursday (7:30 a.m. – 5:00 p.m.) with a ½ hour lunch break. Friday (scheduled 9/80 day off). **Total Work Hours: 36**

2. **Holidays:** If a holiday falls on your scheduled 9/80 day off, you will receive 8 hours of floating holiday. The days will be referred to as AWS Floater Days. All AWS floater days accrued in a calendar year must be used no later than January 31 of the following calendar year. You will not be allowed to carry-over, bank or accrue the AWS floater days. There is no cash value attached to an AWS floater day. You are not entitled to payment for any AWS floater days unused at the time of resignation or termination of City employment.
3. **Other Leave Days Affected by 9/80 Day Off:** If you take a day of vacation leave, sick leave, administrative leave or other benefit leave, you must use the number of hours which corresponds to your alternative work schedule. As an example, you will use 9 hours of sick leave if you are absent due to illness on a scheduled 9-hour workday and 8 hours of sick leave if you are absent due to illness on a scheduled 8-hour workday.
4. **Vacation and Sick Leave Accrual:** You will continue to accrue vacation leave, sick leave and other forms of leave at the rate specified in your employee MOU benefit agreement.

- 5. Temporary Work Schedule Change:** Temporary changes in your alternative work schedule must be pre-approved by the Department Head and require a minimum five (5) days advance notification. Additionally, due to work demands the Department Head may make temporary changes to your Alternative Work Schedule with a minimum five (5) days advance notice.
- 6. Vacation and Other Leave Requests:** In order to minimize the impact of reduced staffing days, every attempt should be made to plan vacations and other leaves during your four (4) day work week. Special circumstances may be granted allowing overlapping of schedules only with prior approval of the Department Head. You are highly encouraged, although not mandated to schedule dental, doctor and other personal appointments on your 9/80 day off.
- 7. Employee Request to Discontinue Flex Work Schedule:** You are required to commit to the prescribed alternative work schedule agreement. If you no longer choose to continue with the agreement, you will need to request that the agreement be terminated. Such a request needs to be submitted to me in writing with a minimum of thirty (30) days prior to the desired date of change. Any early termination of the agreement is subject to my approval.
- 8. Extended Work Week:** By agreeing to the Flex Work Schedule, you will be required to work one 44 hour and one 36 hour work week for a total of 80 hours in a regular two-week pay period. *****if for FLSA exempt employee, use the following** As a mid-manager and member of the Mid-Management Bargaining Unit, you do not accrue overtime, and will not be additionally compensated above and beyond the work week(s) as defined in this document. Mid-Management leave will continue to be accrued and dispersed as described in your Mid-Management MOU. *****if eligible for OT, use the following** Overtime hours will be based on hours worked in excess of your flex-time schedule. If you are scheduled to work a 9-hour day, eligibility for overtime would not begin until after you have worked your regularly assigned 9-hour day.
- 9. Work Expectations:** You enter into this agreement knowing that there will be no modification to your workload or job expectations to accommodate an alternative work schedule. As such, if the City determines that this program is detrimental to your performance or negatively impacting job expectations, it may be terminated with a ten (10) day minimum notice.
- 10. Paychecks:** Paychecks will not be released early to employees who are off on Fridays as a result of the Alternative Work Schedules. Employees on this program are strongly encouraged to register for direct deposit. On payday, paychecks will be available on Friday morning in the employee's department.

My signature below signifies that I agree to all the listed conditions and understand that the City reserves the right to discontinue this program with ten (10) days advanced notification.

Employee Name

Date

DH Name

Date

Employee Title

DH Title

Cc Personnel File

AFSCME Local 829 Operations Unit

Exhibit C – Agreement to Meet Regarding City Budget



The City of Burlingame

CITY HALL • 501 PRIMROSE ROAD

TEL: 650.558.7206

HUMAN RESOURCES

BURLINGAME, CA 94010

FAX: 650.342-8386

MEMORANDUM

DATE: July 24, 2007
TO: AFSCME 829 and 2190
FROM: Deirdre Dolan, Human Resources Director
CC: Jesus Nava, Finance Director

SUBJECT: AGREEMENT TO MEET REGARDING CITY BUDGET

This is to confirm our agreement to schedule a meeting on an annual basis with AFSCME 829 and 2190 representatives, the Finance Director, and the Human Resources Director to review and discuss the City Budget. Such meeting will be scheduled in late February or early March to correlate with the City Council Budget Strategy Setting Session. AFSCME representatives will be provided with the City of Burlingame Budget Calendar, and may contact the HR Director