



Memorandum of Understanding between the

City of Burbank
and the

Burbank Management
Association



June 26, 2011
through
June 23, 2012



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ARTICLE I RECOGNITION

SECTION A. RECOGNIZED-EMPLOYEES' ORGANIZATION

The Burbank Management Association, (hereinafter referred to as "BMA") is the recognized employee organization for all personnel (hereinafter referred to as "employees") employed by the City of Burbank (hereinafter referred to as "City"), in the classifications listed in Exhibit A to this memorandum. The City will meet and confer with the BMA as to the inclusion of newly created classifications into the bargaining unit, and their appropriate rate of pay for such new classifications within ten (10) working days before going to the approving Board or Council. Any organizational change that results in a "Z" group manager (whose classification is listed in Exhibit A) not reporting directly to a Department Executive will move the manager under BMA representation. Any organizational change which results in a BMA classification reporting directly to a Department Executive in the capacity of a Division Manager will move the manager out of BMA representation.

SECTION B. CONFIDENTIAL-RESTRICTED

The parties hereto recognize that employees who hold positions in the classifications enumerated in Exhibit B of this Memorandum of Understanding, "Confidential-Management", are recipients of highly confidential and sensitive information. As a result, the parties agree that employees in the classifications enumerated in Exhibit B shall not (1) serve as a board member, officer, or steward of the BMA; (2) serve on a team which either consults, or meets and confers, with City management over issues relating to wages or the terms and conditions of City employment; or (3) serve as a designated employee representative in any grievance or disciplinary procedure.

SECTION C. PART TIME

Part-time employees in represented classes, except those having temporary status, are covered by this Memorandum of Understanding and are represented by the BMA.

SECTION D. TEMPORARY STATUS

Full or part-time employees having temporary status are not represented by the BMA; such employees shall have no rights, privileges or benefits under this Memorandum of Understanding.

ARTICLE II

SALARY AND COMPENSATION

SECTION A. SALARY SCHEDULE

1. There will be no salary increase for the term of this contract.

SECTION B. INITIAL SALARY

1. **NEW HIRE**
No person shall be hired into a position in a classification at a salary higher than fifteen percent (15%) above the bottom of the base salary schedule, without written approval of the City Manager.
2. **PROMOTION**
When an employee is promoted into a position in a classification listed in Exhibit A, the employee shall be placed at a salary at least five percent (5%) higher than the salary such employee received at such employee's previous position. At the Department Executive's discretion, an employee may be placed at a salary not to exceed ten percent (10%) higher than the salary such employee received at such employee's previous position. This advance placement may be based on performance, supervisory-subordinate salary relationship, and/or seniority. At no time shall an employee be placed below the bottom of the salary range for the position to which they were being promoted. The next salary increase consideration shall be six months from the date of the promotion pursuant to Section C.1. of this Article.

SECTION C. ADVANCE IN SALARY

1. **CLASSIFICATION COMMENCEMENT**
With respect to all appointments made, including transfers, after December 16, 2007 classification shall be deemed to commence on the exact date of the employee's hire date.
2. **MOVEMENT WITHIN THE RANGE**
Salary increases shall only be given in conjunction with a performance evaluation. No employee shall be given more than seven and one-half percent (7½%) salary increase in any twelve month period, unless approved by the City Manager. Department Executives may reduce the monthly salary of an employee by up to five percent (5%) in any twelve month period on the basis of a less than satisfactory performance evaluation. Increases or decreases in salary pursuant to the provisions of this section shall be separate from, and in addition to, general adjustments provided annually by Council resolution.

Any action by a Department Executive with regard to an increase or decrease in salary, or refusal to grant any increase in salary, pursuant to the provisions of this Section, shall not be considered a grievable action and shall not be subject to the Grievance Procedure as outlined in Article XIII of this Memorandum of Understanding. The provisions of this

paragraph shall not affect the right of any person to appeal a reduction in pay to the City Manager, or his/her designee, and present evidence as to why the reduction in pay should not occur. The decision of the City Manager or his/her designee shall be final.

3. **FAILURE TO PROCESS PERSONNEL ACTION FORM**

If the City fails to process the Personnel Action Form (PAF) in a timely manner, and this results in the employee not receiving their salary increase (if any is recommended by the Department Executive), the City will pay the employee retroactive to the date that their evaluation was due as calculated by the Management Services Department.

SECTION D. EVALUATIONS

1. It is the policy of the City to have a meaningful system for employee appraisals and programs for the development of the employee's abilities and job assignments. The primary responsibility for implementing and carrying out the objective of this policy rests with the Department Executives. The objective of the Employee Appraisal and Development System is to provide a formal method by which supervisory personnel can evaluate the performance of employees in the accomplishment of their assigned duties and responsibilities. The appraisal of employee performance also includes the establishment of a personal development plan, mutually agreed upon between the supervisor and employee, so that the employee can become prepared for greater responsibility if desired.
2. Each employee shall be periodically evaluated, at least annually, using performance evaluation forms approved by the City Manager or his/her designee (currently: Appraisal & Development Guide for Professional, Supervisory and Management Employees). Such evaluation shall be conducted by the employee's direct manager, and approved by the Executive of the department in which the employee is assigned.
3. The Executive Team shall also include the City Treasurer and City Clerk. Department Executives shall have the authority to grant merit or performance evaluations.
4. Department Executives should be responsible for:
 - a. Ensuring that a proper appraisal schedule is established for each employee in their department.
 - b. Ensuring that each employee is fully aware of the performance standards which apply to his/her position.
 - c. Assisting managerial and supervisory personnel with a format to use in discussing the appraisal with the employee.
 - d. Assisting managers and supervisors in identifying development needs of each employee and, where necessary, coordinate these

needs with the Management Services Department for counseling and/or establishing formalized training where practical.

- e. Reviewing and resolving disagreements that arise during the appraisal interview that are not otherwise resolved at some lower level of management. It is expected that such disagreements should be resolved within two weeks of the date of interview and the employee notified of the final disposition.
 - f. Reviewing each appraisal carefully to determine whether each employee has been given proper consideration for future development based on existing skills and level of job performance.
- 5. Appraisals should be completed by supervisors and reviewed with the next higher level of supervision prior to discussing performance with the employee. This will allow for greater management awareness and mutual approval of an employee's performance before it is discussed with him/her.
 - 6. Appraisals for probationary employees (new or transfer/promotion) should be completed at the end of at least the second, fifth, eighth, and eleventh months.
 - 7. Advanced notice of at least one or two business days should be given to the employee that the appraisal will be held and a mutually agreed upon date, time, and place selected. This will also afford the employee an opportunity to prepare for the interview.
 - 8. Evaluations will be done in a timely manner. Employees will be notified of their date of evaluation. Failure by a supervisor to provide a BMA represented employee with his/her scheduled performance evaluation on the date as defined above shall advance the eligible employee five percent (5%) not to exceed the top of the range pursuant to section C.2. and C.3. of this Article.

SECTION E. "Y" RATE

When an employee's classification is lowered, such employee shall continue to receive the same rate of pay he/she was receiving at the time the classification was lowered, along with any salary consideration within the new range to which he/she may be entitled in accordance with the provisions of Section C.2. of this Article. Additional increases may be approved by the Council if recommended by the City Manager. The rate of pay established under this section shall be distinguished by the addition of the letter "Y". This designation shall be removed when the rate of pay for the current classification has increased to an amount equal to or exceeding the "Y" rate.

SECTION F. PAY DATES

The City and the BMA agree that the pay dates shall be every other Thursday starting with the pay period beginning on December 16, 2007.

SECTION G. DIFFERENTIAL AND SHIFT PAY

The following classifications shall receive a "differential pay" added to the base salary whenever the assignment, work week or certification of any employee consists of one of the following:

ASSIGNMENT AND DIFFERENTIALS

1. Public Works Supervisors regularly assigned to the sewer construction and maintenance crew shall receive an additional five percent (5%) of their monthly salary when assigned to the sewer construction and maintenance crew.
2. Public Works Supervisors regularly assigned to the call-out crew for sewer construction and maintenance shall receive an additional ten percent (10%) of their monthly salary when assigned to this call-out crew.
3. Forestry Services Managers, Water Supervisors and Manager Water Production/Operations regularly assigned to the call-out crew shall receive an additional ten percent (10%) of their monthly salary while such persons are assigned to such call-out crew.
4. Any employees, who in the course of their duties, are assigned to speak a second language shall receive a bilingual bonus. This language shall not be construed as to modify existing job specifications for those affected employees.
 - a. Individuals assigned to receive the bonus must have their proficiency in a second language evaluated through a standard method: **Full time employees shall receive a \$100/month differential.**
5. Traffic Signal Supervisors assigned to the Public Works Department Traffic Signal call-out crew shall receive an additional ten percent (10%) of their monthly salary.
6. Second or third shift assignment. "Second shift" shall mean an eight or nine-hour (8/9) work period starting between the hours of 2:00 p.m. and 7:59 p.m. "Third shift" shall mean an eight or nine-hour (8/9) work period starting between the hours of 8:00 p.m. and 2:00 a.m. If such shift assignments are created, employees shall receive shift differential equal to the subordinate positions which they supervise.
7. Manager Electrical Distribution shall receive an additional 6% added to base salary for 12kV gloving certification when trained/certified.

SECTION H. WORKING OUT-OF-CLASS

1. OUT-OF-CLASS

It is the policy of the City to provide employees with working out-of-class (WOC) opportunities because of a temporary position vacancy. Payment will be effective beginning the first full day of working out of class regardless of the length of assignment. Any person assigned to work out-of-class shall receive 7.50% or the bottom of the range of the WOC classification, whichever is greater. If 7.50% exceeds the top of the range, then it will be a flat 5.00% or top of the WOC range whichever is greater. Existing permanent differential/fringes processed on a Personnel Action Form (PAF) will be added back onto the salary base in addition to any new differentials/fringes that may apply to the WOC position for all affected employees.

2. "CLASS" OR "CLASS OF POSITION" DEFINITION

A group of positions which is substantially so similar with respect to difficulty, responsibility, and character of work as to require the same kind and amount of training and experience for proper performance and to merit equal pay. The class specifications are to be considered descriptive and explanatory and not necessarily inclusive or exclusive.

3. WORKING OUT-OF-CLASSIFICATION DEFINITION

An employee who spends a majority of his/her time performing duties of a higher level which are not generally included in his or her class specification.

4. EMPLOYEE DEVELOPMENT

Working out of class applies if the Department Executive determines there is an employee development need that can be best fulfilled by a working-out-of class assignment.

5. DETERMINING WHETHER A VACANT POSITION SHOULD BE FILLED

- a. Department Executives will first determine whether the position must be filled.
- b. The Department Executive will then determine whether the more responsible functions of the position can be assumed by the next higher level.
- c. The Department Executive will then determine whether the balance of duties may be dispersed to a number of other positions.
- d. If it is not possible or desirous to accommodate the work load using items A, B, and C above, the Department Executive may recommend that an employee be assigned to work out-of-class.
- e. If employees feel they are working out-of-class they should discuss it with their immediate supervisor.

6. STANDARDS

- a. Employees whose job specifications require that they act in the absence of the next level of supervision are not included under this Section unless the employee works out-of-class for 60 or more days within a calendar year. In this case, working out-of-class payment shall begin on the 60th day and be in accordance with Article II, Section H.1.
- b. Individuals who fill in on "N" days are excluded.
- c. Individuals who have had disciplinary action imposed in the previous 12-month period, or whose last overall performance evaluation is less than satisfactory are excluded.

7. SELECTION CRITERIA

The Department Executive shall conduct a written survey to identify interested individuals within the department for the vacant positions. When deciding to assign an employee to work out-of-class, the Department Executive should consider several factors, including but not limited to:

- a. Individuals who are interested in the vacant position.
- b. Individuals who have completed an Employee Development Plan (form available in the Citywide public folders) and have made measurable, substantial progress towards their stated short term and long-term goals.
- c. The minimum qualifications for the vacant positions; and
- d. Individuals that have taken training pertinent to the vacant position.

None of these factors should be deemed as required or qualifying, but should be strongly considered as factors when determining the best person to fill a WOC opportunity. If more than one individual is interested and exhibits, through the aforementioned factors, comparable readiness to undertake the vacant position, the Department Executive shall make every effort to allow these interested individuals the opportunity for experience in the position or similar positions when they become vacant.

8. PROVISIONS

If the position vacancy will exceed 30 days, a Personnel Action Form shall be submitted to the Management Services Department for the employee filling the position.

SECTION I. WORKING OUT-OF-CLASS APPEAL

- 1. If an employee feels that they are inappropriately WOC without compensation, they may appeal the process or the decision up to and including the manager level in accordance with the grievance procedure

outlined in Article XIII. If the issue cannot be resolved at the Department Executive level, the employee may petition the Management Services Director or the Assistant City Manager in the case where the grievant is a Management Services Department Employee, to review the issue and make a final determination.

SECTION J. MILEAGE REIMBURSEMENT

1. Employees who are required to use a personal vehicle for performance of their duties shall be reimbursed according to the Administrative Procedures or the Internal Revenue Service mileage rate, whichever is higher.
2. Approved out-of-area travel shall be reimbursed according to the cost of most economical mode of transportation reasonably available.

ARTICLE III FRINGE BENEFITS

SECTION A. §125 FLEXIBLE BENEFIT PLAN CONTRIBUTION

1. The City shall make a monthly contribution to each eligible member of the unit to be used toward the §125 Flexible Benefit Plan. These funds shall only be used for eligible plans as provided in 26 USCS §125. All excess benefit dollars shall be added to each employee's taxable earnings.
2. All employees must enroll in one of the PERS health program plans, unless they:
 - a. Submit to the City both proof of health coverage, and,
 - b. Sign a health insurance waiver.
 - c. Employees who fail to complete both requirements shall not be allowed to utilize their §125 Flexible Benefit Plan contributions for any other eligible plans. Employees who meet both requirements shall be allowed to utilize their §125 Flexible Benefit Plan contributions for any of the eligible plans as provided in 26 USCS § 125.
3. The definition of eligible employee for this article shall be as follows:
 - a. Employees who regularly work 30 to 40 hours a week are defined as full-time employees.
 - b. Employees who regularly work 20 to less than 30 hours a week are defined as part-time employees.

SECTION B. CITY FRINGE BENEFIT CONTRIBUTION

1. Effective April 1, 2006, the City shall provide a \$553.19 per month fringe benefit contribution toward each full time eligible member of the unit hired prior to April 1, 2006. Employees hired on or after April 1, 2006 will receive a §125 flex plan benefit of \$300 per month. Effective January 1, 2008, these monthly contributions will be distributed to employees in equal amounts over the 26 pay periods throughout each year.
2. Effective January 1, 2008, the Professional Development amount of \$19.38 per pay period will be included in the fringe benefit contribution as a separate line item.
3. In addition to the §125 Fringe Benefit contribution as provided for in Section above, the City will make additional §125 contributions towards the cost of medical premiums for eligible employees as shown below. Contributions will be for premium costs only.

Effective December 1, 2010

Type of Plan	Hired Prior to 4-1-06	Hired 4-1-06 or After
Employee only	N/A	Up to \$131.60
2 Party	Up to \$310.01	Up to \$563.20
Family	Up to \$568.98	Up to \$822.17

4. Effective July 1, 2006 a vision plan not to exceed a cost of \$6.50 per month per employee will be provided for the employee. Upon mutual agreement of the parties, the City may pay the BMA a maximum of \$6.50 per month per employee for the BMA to provide a vision plan to its represented employees.
5. Effective July 1, 2007 dental insurance with a cost not to exceed \$118.00 per month will be provided for all employees. The City will contribute up to \$103 per month per employee towards cost of the dental insurance premium. The employees will contribute \$15.00 per month towards the cost of the insurance. Spouses and dependants will be covered if economically feasible under the financial provisions of this Section.
6. The City shall provide benefits of an Employee Assistance Program (EAP) at no premium cost to the affected employees, not to exceed \$6.25 per month for each employee.
7. The City shall provide satisfactory long term and short term disability insurance coverage for all employees, at no premium cost to employees, on the following basis:
 - a. Sixty (60) calendar day waiting period;
 - b. For Long Term Disability, at least sixty percent (60%) of monthly salary coverage with a maximum payment to the employee of eight thousand (\$8,000.00) dollars a month until age sixty five (65) and for Short Term Disability, at least seventy percent (70%) of weekly salary coverage with a maximum payment to the employee of one thousand five hundred dollars (\$1,500.00) per week;
 - c. No requirement that the employee exhaust Universal or sick leave before the disability payments can begin;
 - d. If practicable, disability payments may be supplemented by a pro-rated amount from the employee's Universal Leave or sick or vacation leave.
8. The City agrees to meet and confer with the BMA prior to making any changes in the Life insurance, Flexible Benefit Plan, Long Term Disability, Short Term Disability Plans or rates, or the provider of the EAP plan.

SECTION C. LIFE INSURANCE

1. AMOUNT
The City approved life insurance policy for employees represented by the Association shall be \$50,000.
2. POLICY
This policy will carry an accidental death and dismemberment (AD&D) rider. The AD&D rider provides a benefit up to \$52,000 subject to the terms and conditions of the policy.
3. In addition to the AD&D benefit provided in **Article III Section C.2.** above, the City will provide up to \$50,000 Accidental Death and Dismemberment insurance subject to the terms and conditions of the City's policy. This benefit will be provided at no cost to the employees.
4. SUPPLEMENTAL LIFE
The City shall make available to all represented employees the option to purchase supplemental term life and accidental death and dismemberment insurance, at the employee's expense, subject to the insurance carrier's additional premiums, conditions and/or requirements. Optional coverage shall be in increments of \$10,000. The option to increase or decrease coverage shall be exercisable during open enrollment periods.

SECTION D. MEDICARE

All employees hired on or after April 1, 1986 must be covered under Medicare. All newly hired employees will have a deduction from their paycheck to cover the cost of Medicare. The deduction will be based on their gross salary. The deduction and salary requirements are determined by federal regulations. In the event that any or all of the provisions of Medicare are no longer applicable to local government due to legislation or judicial action(s), the benefit set forth in this section shall be declared null and void, and the City's requirement to provide this benefit shall cease.

SECTION E. EDUCATIONAL TUITION REIMBURSEMENT

1. The City encourages and supports educational programs which provide employees opportunity for personal career development and directly benefits the City by increasing the technical and managerial competency of its staff. Toward this end the City offers seventy five percent (75%) reimbursement per individual each year, not to exceed a cost to the City of more than \$3,000.00. Reimbursable cost may include tuition, texts, certain material, and fees for courses which are directly related to the employee's present position or promotion within the City. The program will have an annual total BMA cap of \$30,000.00 effective July 1, 2004. This cap will be increased up to \$5,000 annually (FY), should the \$30,000 cap not be sufficient to cover the requests submitted pursuant to the terms and conditions provided in this section for that fiscal year. For Example; should \$32,000 of Educational Tuition Reimbursement be submitted to the

City in fiscal year 08-09 the cap will be increased to \$32,000; if \$47,000 of Education Tuition Reimbursement is submitted to the City in fiscal year 09-10, the cap will be increased to \$37,000 and \$5,000 will be added each subsequent fiscal year until the cap reaches \$47,000. Carryover of unpaid expenses into subsequent years will be allowed. The entire program will be subject to rules established by the City Manager.

2. PROCEDURE

- a. Prior to course enrollment, employees should prepare an "After Hours Education Enrollment and Reimbursement Application" and forward it to their Department Executive.
 - b. The Department Executive determines whether the course is job-related or promotion-related. Courses taken to satisfy a degree requirement may be approved, provided that the degree goal is in a field of interest to the City. The Department Executive will give notice to the employee as to his/her decision by his/her approval signature, or notation of disapproval on the application. In either case, the application will be returned to the employee. If approved, a copy of the form should be forwarded immediately to the Management Services Department where the funds will be encumbered, if the \$30,000 cap (or whatever the cap is pursuant to the agreement in **Section E.1.**) has not been reached. If the cap has been reached, the employee will be asked to resubmit the request in the following year.
 - c. Upon completion of the course with a grade of "C" or better, the employee attaches the grade report, receipts for tuition, texts, materials, and fees, to the approved application and presents it to the Management Services Department. A completion certificate may be substituted for a grade report in pass-fail or other non-graded courses.
 - d. The Management Services Department will process a reimbursement to the employee by preparing a Check Payment Request and forwarding it to the Financial Services Department.
 - e. A copy of the record of the courses completed and the grades attained will be prepared by the Management Services Department - one copy to be placed in the employee's personnel record, and the other to be forwarded to his/her Department Executive.
3. Eligibility for this program is limited to all employees regularly employed for 30 or more hours per week.
 4. Application forms are available from the Management Services Department or from the Department.

5. Applications for reimbursement will be accepted no later than three (3) months after the course grades have been distributed.
6. Reimbursement of 75% of the cost of materials will be limited to materials used to complete course requirements on assigned projects, when these materials are not supplied or covered by a laboratory or materials fee. Materials or equipment such as drafting instruments, tools, etc., which are retained by the employee following completion of the course will not be reimbursed nor will general supplies, such as pens, pencils, notebooks, paper.
7. Denial of an application for tuition reimbursement shall be appealable to the Department Executive only.

ARTICLE IV RETIREMENT

SECTION A. PERS EMPLOYEE CONTRIBUTION

1. All current BMA employees will pay 1% of the 8% PERS member contribution as soon as practicable following adoption of this agreement.
2. The City's contributions to PERS on behalf of affected employees shall be used in salary comparisons as part of total compensation.
3. In implementing the provisions of paragraph 1 of this section, each affected employee shall be obligated to contribute any increase in employee contributions that should hereafter result from any state or federal enactment or action, which increases the total employee contribution rate above its current level of eight percent (8%).
4. In implementing the provisions of paragraph 1 of this section, the City will credit to the employee any decrease in employee contributions that should hereafter result from any state or federal enactment or action, which decreases the total employee contribution rate below its current level of eight percent (8%).
5. Amounts contributed by the City pursuant to this section shall be credited to the affected employee's PERS account as if made solely by the employee.
6. Effective June 29, 2008 (the first pay period containing July 1st) the City will pay and report the value (8%) of the Employer Paid Member Contribution (EPMC) as special compensation for purposes of retirement calculation only. Effective December 21, 2011 or as soon as practicable, the City will pay and report the appropriate remaining value of the EPMC as special compensation for the purposes of retirement calculation only.
7. All BMA employees hired after December 21, 2011 pay 4% of the PERS member contribution as of their hire date.

SECTION B. SURVIVORS BENEFITS

1. The retirement benefits shall include Fourth Level of 1959 Survivor Benefits under Section 21382.4 of the California Government Code and Post-Retirement Survivor Allowance to Continue After Remarriage under Section 21266 of the California Government Code. The cost of this benefit will be paid by the employees. To the extent that the miscellaneous employees' surplus, held at PERS, is available to abate the cost payment, then this cost will be paid from such funds. Any amount in excess of the 2001-2002 rate not covered by the surplus will be paid by the employees.

The Fourth Level 1959 Survivor Benefit provides a monthly allowance to

eligible survivors of members who are covered by this benefit program and die before retirement. The Post-Retirement Survivor Allowance consists of a monthly allowance that automatically continues to an eligible survivor following the retiree's death regardless of the retirement option selected.

2. The Pre-Retirement Death Benefit Option 2 was implemented at no cost to the Employees.

SECTION C. FINAL COMPENSATION

Each affected employee's retirement benefits are calculated based upon the employee's highest one year's compensation, pursuant to the provisions of Section 20042 of the California Government Code. Upon agreement with all miscellaneous groups, new employees shall have their final compensation calculated under Govt. Code section 20037, three consecutive years of employment immediately preceding retirement or separation from service.

SECTION D. 2.5 PERCENT AT AGE 55

The City implemented the 2.5% at age 55 PERS formula effective June 15, 2008. The employees and the City each contributed 2.4% of salary (total 4.8%) to pre-fund the contributions of the 2.5% at age 55 benefit which was credited towards the unfunded liability of the 2.5% at age 55 retirement benefit.

SECTION E. RETIRED EMPLOYEES' MEDICAL TRUST

1. Effective, April 1, 2003, the City provided \$20,000.00 to set up a Retiree Medical Trust Coalition. In addition, the City set aside the sum of \$2.4 million for three years worth of the monthly payments for the prospective retirees. The anticipated rates were \$50.00 per month for FY 2002-2003, \$60.00 per month for FY 2003-2004 and \$65.00 per month for FY 2004-2005.
2. The parties agree that the employee and City will equally contribute to BERMT and the exact match amount will be subject to the negotiation process. Initially, all employees paid \$40 per month. The amount is now set at \$65 per month effective March 31, 2008, and deducted as \$30.00 per pay period. The parties agree that effective September 7, 2008 the BERMT contribution will increase by \$10 per pay period, resulting in a \$40 per pay period contribution.

Effective June 27, 2010 the BERMT contribution will increase by \$10 per pay period, resulting in a \$50 per pay period contribution.

3. Employees who retired between July 1, 2002 and December 31, 2003, chose one of the following retiree medical options:
 - a. \$125/month towards PERS retiree medical premiums or
 - b. Participation in the Retiree Medical Trust as outlined in 1 of this Section.

Once the selection was made, it was irrevocable and remains in effect for the life of the retiree and for their beneficiaries.

4. Employees who retired on or after January 1, 2004, will only be eligible to participate in the Retiree Medical Trust as outlined in 1 of this Section.

SECTION F. RETIRED HEALTH SAVINGS

The parties agree that effective July 1, 2008 all remaining accrued leave that is eligible for payout for BMA represented employees will be deposited on a non-elective pre-tax basis into an individual Vantage Care RHS account through ICMA Corporation upon separation or retirement. The percent of leave deposited into the RHS account upon separation or retirement is subject to change based on a vote of the BMA membership.

SECTION G. RETIRED EMPLOYEES MEDICAL INSURANCE

For all employees represented by the BMA who retire from the City of Burbank and continue participation in the Public Employees' Medical and Hospital Care Act, Government Code §22750, as presently enacted or as may be subsequently amended, the City makes the employer contribution for post retirement health benefits required in Government Code §22892 as presently enacted or as may be subsequently amended.

Effective January 1, 2007, for BMA represented employees who retired between June 29, 1992 and December 31, 2003 and chose not to participate in the Retiree Medical Trust set forth in Section F of this Article, the City shall provide a monthly payment to each such retiree as a supplement to their health care insurance in an amount that is calculated by dividing \$18,000 by 12 (months) by the number of such retirees until fifteen (15) of such eligible retirees remain. Thereafter, the monthly payment to each retiree as a supplement to their health care insurance shall be \$100.00 a month. Eligibility for this benefit remains in effect by the City. The City shall not deduct any taxes from this benefit.

SECTION H. 457 PLAN- MATCHING FUNDS

Effective June 27, 2010, The City will match employee contributions to the City' 457 Deferred Compensation Plan up to \$50.00/month.

ARTICLE V VACATION AND HOLIDAYS

SECTION A. VACATIONS

1. FIRST VACATIONS

Employees shall be eligible for their vacation after they have completed one year of continuous service, at which time they shall be allowed a vacation with pay for the number of months of continuous service performed during the previous calendar year, not to exceed two (2) calendar weeks.

Vacations accrued during the first year of continuous service may be taken during that year with the consent of the Department Executive subject to such procedures and limitations as may be specified by the City Manager.

2. SUBSEQUENT VACATIONS

Employees shall then be allowed an annual vacation with pay as follows:

- a. Two (2) calendar weeks per year;
- b. Upon the completion of five (5) years of continuous service, an additional calendar week shall be added to the allowance currently available and the annual allowance thereafter shall be three (3) calendar weeks per year.
- c. Upon completion of fifteen (15) years of continuous service, an additional calendar week shall be added to the allowance currently available and the annual allowance thereafter shall be four (4) calendar weeks per year.
- d. Vacation accrued in any current year may be taken in the year in which it is accrued with the consent of the department manager subject to such procedures and limitations as may be specified by the City Manager.
- e. Employees absent without pay in excess of 40 hours in any one pay period shall not receive vacation accrual for that same pay period. This includes the additional week allowance at the completion of their 5th and 15th year of continuous service. Employees shall be entitled to a pro-rated share of this additional week upon their return to a paid status. At that time, the additional week shall be pro-rated in the same manner as management leave.

3. VACATION DEDUCTIONS

Vacation allowances will be reduced for absences without pay on the same basis as vacation accrual.

4. VACATION SCHEDULES

The City Manager shall establish schedules for vacation accruals, vacation deductions for absences without pay, and for pro-rating first vacations, terminal vacations, variations from the standard work week and for part-time employment.

5. VACATIONS/HOLIDAYS

Whenever a legal holiday occurs during an employee's vacation period, it shall be added to such employee's vacation allowance.

6. VACATIONS/TERMINATION OF EMPLOYMENT

Upon resignation, death, or other termination of employment, all annual leave accrued to the employee shall be granted and a cash settlement shall be made.

7. VACATION/PART-TIME PROBATIONARY OR PERMANENT APPOINTEES

Part-time employees having probationary or permanent status shall accrue vacation on a pro rata basis, that is, the ratio of the average number of hours worked to the 40-hour week.

8. VACATION CASH OUT

Employees may be allowed to cash out accrued vacation solely at the discretion of the Department Executive, subject to the following guidelines: Employees shall use at least two weeks in the year. No cash out shall be in excess of 100 hours.

SECTION B. HOLIDAYS

HOLIDAYS SHALL BE:

1. Regular days off as provided in Section A of Article VIII.

2. LEGAL HOLIDAYS AS FOLLOWS:

- ⊗ January 1st, known as "New Year's Day"
- ⊗ Third Monday in January, known as "Martin Luther King Jr. Day"
- ⊗ Third Monday in February, known as "Presidents Day"
- ⊗ Last Monday in May, known as "Memorial Day"
- ⊗ July 4th, known as "Independence Day"
- ⊗ First Monday in September, known as "Labor Day"
- ⊗ November 11th, known as "Veterans Day"
- ⊗ Fourth Thursday in November, known as "Thanksgiving Day"
- ⊗ Friday following the fourth Thursday in November, known as "Day after Thanksgiving"
- ⊗ December 25th, known as "Christmas Day"

Any such other days as may be authorized by resolution of the City Council.

- a. If a legal holiday falls on a day on which an employee would normally work, those employees assigned to a 9/80 work schedule

shall be entitled to the day off with pay with no additional deduction of vacation, management leave or in-lieu time used to compensate for the ninth holiday hour. If he or she works, they shall be entitled to additional compensation as provided in the rule on overtime.

- b. If any of the foregoing legal holidays fall on an employee's first or second day off (Saturday or Sunday) the nearest preceding or following working day, respectively, shall be the employee's day off, and the employee shall be entitled to additional compensation as provided in the rule on overtime if they work on such day. If any of the foregoing holidays are observed by the City on an employee's 9/80 day off, this shall be grounds to adjust the holiday for said employee. Any such affected employee shall be entitled to adjust their holiday day off to the nearest preceding or following working day. The specific day off chosen, to compensate for the employees holiday day off, shall be agreed upon with their Department Executive.

ARTICLE VI

SICK LEAVE AND UNIVERSAL LEAVE

SECTION A. USE

Sick Leave shall not be considered as a right which an employee may use at his/her discretion. Sick leave is intended to provide protection against loss of earnings due to illness or injury, illness in the immediate family or for medical or dental appointments. If, after exhausting his or her industrial accident leave, it is medically probable that the employee shall be able to return to work, sick leave may be granted by a Department Executive if an employee is disabled from a job incurred injury.

SECTION B. COMPENSATION AT RETIREMENT OR DEATH

1. If an employee with unused sick leave credit:
 - a. dies;
 - b. retires under the City's retirement system or resigns when eligible for such retirement;
 - c. resigns to enter a City elective office without a break in continuity of City service and serves in such office or other City employment until retired under the City's retirement system;
 - d. is laid off because of the abolition of his/her position or employment or because of the absence of funds.

SECTION C. SICK LEAVE-ACCRUAL

1. Due to the implementation of Universal Leave, effective January 11, 2009, employees no longer accrue sick leave.

SECTION D. SICK LEAVE USAGE

1. Sick leave may be used by an employee when sick, injured, or quarantined. Also sick leave may be used on the occasion of an illness in the employee's family, where a need can be shown.
2. In computing compensation payable for sick leave, the compensation paid shall be the amount the employee would earn during the sick leave period if working at their current rate of pay and work schedule without the inclusion of overtime earnings.

SECTION E. SICK LEAVE NOTICE

The employees shall notify their Department Executive and the department either prior to, or within two (2) hours after the time set for beginning their daily duties, or as may be specified by the Department Executive.

SECTION F. SICK LEAVE-MEDICAL/DENTAL APPOINTMENTS

Sick leave may be used for medical and dental appointments and examinations.

The employee shall notify his/her supervisor not later than the work day prior to that appointment except in the case of emergency.

SECTION G. SICK LEAVE-REVOKED

The City Manager shall revoke sick leave, if the employee or employee's family members are not, in fact, sick or incapacitated from performing their duty, or if they have engaged in private or other public work while on such sick leave.

SECTION H. SICK LEAVE-MEDICAL CERTIFICATE

When employees are absent more than three (3) work days, they may be required by their Department Executive to file with the department a physician's or practitioner's certificate or a personal affidavit form stating the cause of such absence.

SECTION I. SICK LEAVE-WITHOUT PAY

If employees have not recovered by the time they have exhausted their accumulated sick leave, upon application the City Manager may grant them a sick leave without pay. Such application shall not be unreasonably denied.

SECTION J. SICK LEAVE CONVERSION

On January 1 of each year, an employee may convert up to a maximum of 30 hours accumulated sick leave at fifty percent (50%) cash value for the sole purpose of reimbursing the employee for medical costs. This conversion is subject to the following:

1. Only employees who have served a minimum of two (2) full-time continuous years of service shall be eligible.
2. Reimbursement shall be made only for medical and hospital costs not otherwise covered by the City's medical insurance plan which are incurred by the employees and any of their dependents covered by the City's medical insurance program. Reimbursement shall not be made for any dental or medical costs not eligible for coverage by the City's medical insurance plan.
3. Employees are not eligible for this conversion policy unless they have in excess of 96 accumulated sick leave hours on the books as of the date of the conversion; no employees may convert accumulated sick leave hours so as to drop their total accumulated hours below 96 hours as of January 1 of each year.
4. An employee's request for reimbursement will not be considered other than during the month of January.

SECTION K. UNIVERSAL LEAVE

Effective January 11, 2009, Universal Leave will be implemented and will replace vacation, sick, floating holidays, and management leaves. Effective January 11, 2009, the following language replaces Article V, Section A, Section B.3., Article VI, Section A. through J, and Article VII, Section G except for use/pay out provisions of existing vacation, sick, floating and management leave on the books.

Effective January 11, 2009, Universal Leave will be implemented. All current leave time on the books shall remain under current cash out policies. However, employees may elect to convert their existing balances up to a maximum of 500 hours to Universal Leave between July 12, 2009 and September 5, 2009. Sick leave may be part of this conversion. However, sick leave will only be converted at 50% value after all vacation has been converted. Effective January 11, 2009 sick, vacation, management, and floating holiday leave will stop accruing as separate balances for group members. Universal leave will accrue as follows:

1. ACCRUAL

- a. Hours will accrue per pay period at the following rate:
less than 5 years of service: 5.923 hours
5 to 14 years of service: 7.461 hours
15 or more years of service: 9.000 hours
- b. If an employee has more than 40 hours of leave without pay within a pay period, they will **not** accrue any Universal Leave for that pay period.
- c. Maximum accrual is 1040 hours at anytime. Once an employee reaches 1040 hours, Universal Leave will stop accruing until their balance falls below the 1040 hours. Note that all accruals outlined in 1. d. and e. of this Section count towards the 1040 hour cap.
- d. For those BMA employees not eligible for overtime, an additional 40 Hours of Universal Leave will be added to their balances on the first pay period of the calendar year containing January 1st. In addition, a Department Executive may authorize up to an additional 40 hours of Universal leave on an annual basis for individuals not eligible for overtime. For BMA employees newly hired or initially promoted/transferred into a BMA classification during the year, the following additional hours of Universal Leave will be granted:

HIRED OR INITIALLY PROMOTED/TRANSFERRED BETWEEN	ADDITIONAL UNIVERSAL LEAVE HOURS
January 1 – February 21, 2009	40 hours
February 22 – April 4, 2009	35 hours
April 5 – May 16, 2009	30 hours
May 17 – June 27, 2009	25 hours
June 28 – August 22, 2009	20 hours
August 23 – October 3, 2009	15 hours
October 4 – November 14, 2009	10 hour
November 15 – December 31, 2009	5 hours

- e. When an employee reaches their 5th or 15th year of service an additional 40 hours of Universal Leave will be added to their balance on their anniversary date.
 - f. All additional accruals count towards the 1040 hour cap.
2. ANNUAL CASH OUT
 - a. An employee may cash out, at 100% value, up to 210 hours at anytime during the fiscal year based on the following:
 1. Total leave balance does not fall below 350 hours.
 2. At least 80 hours of leave (not including sick leave and/or donations) has been used in the last twelve (12) months (calculated using the rolling backward method).
 3. An employee must be a current member of the BMA group. If an employee transfers into a non-BMA group position, Universal Leave hours may be used, but are not eligible for the annual cash-out.
 3. CASH OUT UPON TERMINATION/RETIREMENT
 - a. When an employee terminates or retires, the monetary equivalent of their unused total combined accrued leave, at 50% value, will be deposited into their RHS Plan pursuant to the Plan Agreement. The remaining 50% will be paid out to the employee. The combination of the RHS contribution and payout is subject to membership vote periodically.
 4. CASH OUT UPON DEATH OF EMPLOYEE
 - a. Upon the death of an employee, Universal Leave is to be paid to the beneficiary at the rate indicated under 3. A. above.
 5. TIME BANK DONATIONS FOR CATASTROPHIC ILLNESSES
 - a. Universal Leave can be used to donate to another employee's time bank as long as the donating employee's balance does not fall

below 350 hours of total combined leave balances. Donated hours are not included as days/hours used for the purposes of annual cash out and do not count towards the 200 hours cash out limit per year.

6. SICK LEAVE CONVERSION

- a. Each January, employees may convert up to 30 hours of total combined leave balances to reimburse for eligible medical expenses under the same rules as the existing Sick Leave Conversion policy as long as the employee's balance does not fall below 350 hours of total combined leave balances.. These hours are not included as days/hours used for the purposes of annual cash out and do not count towards the 200 hours cash out limit per year.

SECTION L. ELIGIBILITY OF LEAVE BALANCE TO DEFERRED COMPENSATION

An employee may elect to defer into their deferred compensation account in the City of Burbank §457 Deferred Compensation Plan the monetary equivalent of their unused Universal Leave, sick, and vacation leave, up to 500 hours each year, during the final three years of employment prior to their retirement. It is the understanding of the parties that the use of sick leave for this purpose will be under the same conditions (paid at 50% of full value and employees must be at least 50 years of age) as when an employee is compensated for unused sick leave upon retirement.

This agreement is subject to all limits and regulations governing a §457 plan as enforced by the Internal Revenue Service, including deferral limits and the timing of each deferral election form.

ARTICLE VII OTHER LEAVES OF ABSENCE

SECTION A. LEAVES OF ABSENCE WITHOUT PAY

The City Manager may grant a leave of absence without pay to any employee, upon recommendation of the Department Executive. The Department Executive may grant a leave of absence without pay for a maximum of eighteen (18) hours. An employee desiring a leave of absence without pay for more than eighteen hours shall file a written request therefore on forms provided by the Management Services Department. The request shall state the title of his position and the name of the employing department, the beginning and ending dates of the desired leave of absence, and a full statement of the reasons supporting the request. The Department Executive's approval of a leave of absence without pay for a continuous period up to a maximum of eighteen (18) hours may be reported by noting on the time report.

SECTION B. LEAVE - DEATH IN FAMILY

An employee shall be entitled to absent himself from work with pay in the event of the death of a member of his/her immediate family. Pay shall be authorized for all or any portion not to exceed three (3) days of such leave provided a written request for such pay is filed. Any absence in excess of three (3) days shall be in accordance with the existing provisions. For purpose of this Section the term "member of the immediate family" is limited to:

1. Any relative by blood or marriage who is a member of the employee's household; and parents, step-parents, spouse, registered domestic partner, children, step-children, brother, sister, grandparents, grandchildren, great grandparent, great grandchild, son/daughter-in-law, father/mother-in-law, sister/brother-in-law, grandfather/grandmother-in-law or responsible guardian or person who has acted in that capacity, regardless of place of residence.

SECTION C. JURY AND SUBPOENA LEAVE

1. Employees in a pay status ordered to perform jury service or subpoenaed to court or any legislative body shall be entitled to leave of absence with pay for the entire day for each day served, and without deduction from leave, at an amount equal to the employee's regular daily earnings. In the case of subpoena leave above, the employees are eligible if the appearance time occurs during their normal working hours, and they are not a party to the suit.
2. The term regular earnings in (1) above means full pay for regularly scheduled work, which the employees would have received had they not been called to jury service or subpoenaed, including schedule differentials that would have resulted from regularly scheduled work.
3. All time spent on jury duty or subpoena leave must be accounted for by the employees. If employees are excused from jury service or subpoena on a normal workday, they are expected to report for work. Employees

must account to their departments for any time off for illness or other reasons, while on jury duty or subpoena leave.

4. Upon completion of jury service or subpoenaed time, the employees upon receipt, shall submit to the City the warrant for jury fees, witness fees and/or mileage and a copy of the court report of jury time served. When employees are served with a subpoena, the employees shall request witness fees. The employees shall retain or be reimbursed the amount paid by the court for mileage and jury fees representing jury service performed by the employees on their regular day off.

SECTION D. EMERGENCY LEAVE

Notwithstanding any other leave provision, an employee may be excused from work without loss of pay for emergencies or special circumstances not covered by this Article. Such leave of absence may be granted by the Department Executive for not to exceed one (1) day. For longer periods of time, approval of the City Manager is required. Emergency leave may be granted to employees in instances where actual or potential damage to an employee's personal residential property or personal belongings due to natural disasters or civil disorders requires the employee's presence to protect, salvage or restore his property to a safe condition.

SECTION E. RELIGIOUS SERVICES

Any employee who desires leave from work to attend religious services may be excused by the Executive, or the City Manager, for not to exceed three (3) hours per fiscal year. This absence shall be leave without pay unless the employee chooses to use accrued vacation or in-lieu time or paid management leave time. Unless the services of employees are required by public necessity or convenience, they shall be allowed to absent themselves as herein provided.

SECTION F. MILITARY LEAVE OF ABSENCE

Employees may be absent on military leave as authorized in Sections 395 through 395.8 of the Military and Veterans Code of California. An employee shall receive their City pay for a maximum of thirty (30) calendar days each fiscal year as authorized in Sections 395 through 395.8 of the Military and Veterans Code of California. The thirty (30) calendar days shall be those shown on the official orders. An employee may be absent on unpaid military leave beyond the thirty (30) calendar days pursuant to said Code. The employees shall furnish to the City Manager satisfactory proof of their orders to report for duty and of their actual service pursuant to such orders. They shall be returned to City service thereafter as provided in said Code.

SECTION G. MANAGEMENT LEAVE

Effective January 11, 2009, any accrual rates listed in this Section will no longer apply to BMA employees. This section is being included in this MOU solely to memorialize the cash out/carry over provisions. **Effective June 28, 2009, this Section will be nullified in its entirety (exclusive of 8. 9. and 10. below, for management leave that is carried over into FY 2009-2010) and replaced by**

Article VI, Section K.

1. Employees are eligible for forty (40) hours of management leave with pay, during the fiscal year.
 - a. Upon appointment, every covered employee shall be granted forty (40) hours of management leave pro-rated on a fiscal year basis. An additional forty (40) hours of management leave shall be credited to each such employee on the first day of each successive fiscal year.
2. The purpose of management leave is to provide employees with time throughout the year to take care of personal business that may arise and is intended to replace overtime. However, at the start of any fiscal year, represented employees listed in Exhibit D will be given the **option** to select 40 hours of management leave per fiscal year or overtime in-lieu of management leave. Employees listed in Exhibit D who select the 40 hours of management leave may still receive overtime provisions in accordance with this MOU for any "special projects" that are beyond the normal departmental operating needs and schedules. "Special projects" will be defined and approved at the sole discretion of the Department Executive.
3. Employees covered by this contract will be eligible for management leave.
4. Total management leave hours are available for use at the beginning of each fiscal year.
5. The following table defines the amount of management leave hours employees may receive:

YEARLY HOURS WORKED HOURS	MANAGEMENT LEAVE TIME
2,080	40 hours
1,820 - 2,079	35 hours
1,560 - 1,819	30 hours
1,300 - 1,559	25 hours
1,040 - 1,299	20 hours
780 - 1,039	15 hours
520 - 779	10 hour
260 - 519	5 hours

6. Employees hired during the year will receive management leave in accordance with the preceding schedule, as it corresponds to the number of budgeted work hours remaining in that fiscal year.
7. Management leave does not accumulate from fiscal year to fiscal year.
 - a. Effective July 1, 1995, management leave may be carried over one

(1) year. Therefore, an employee may retain up to eighty (80) hours of management leave on account.

8. The employee is not required to state any reason for utilizing management leave.
9. Management leave shall be granted only upon prior request and approval of the division head and/or Department Executive.
10. Management leave may only be denied if:
 - a. In the opinion of the supervisor, too many employees request the same day off.
 - b. In the case of a City emergency.
11. For employees listed in **Exhibit C, specialized management leave** in the amount of forty (40) hours may be provided at the Department Executive's discretion. These employees may cash out any unused management leave at the end of the fiscal year (up to 80 hours). Employees listed in Exhibit C may receive overtime provisions in accordance with this MOU for any "special projects" that are beyond the normal departmental operating needs and schedules. "Special projects" will be defined and approved at the sole discretion of the Department Executive.
12. For employees listed in **Exhibit E, additional management leave** in the amount of forty (40) hours may be provided at the Department Executive's discretion for work performed. The employees may cash out any unused portion of the additional management leave granted at the end of the fiscal year (up to 40 hours). If approved by the Department Executive, employees listed in Exhibit E may receive overtime provisions in accordance with this MOU for any callouts or "special projects" that are beyond the normal departmental operating needs and schedules. "Special projects" will be defined and approved at the sole discretion of the Executive.

SECTION H. MATERNITY LEAVE

1. Maternity leave will begin on the date she leaves work. Universal Leave, sick leave and/or vacation time, if desired, may be used up to the limit of accrual at that time. Following use of such paid leave, the time off will revert to leave without pay.
2. The City shall pay the entire City Fringe Benefit contribution (Flexible Benefit Plan), as defined in Article III, Section B of this Memorandum of Understanding for up to 3 months. As necessary, the employee will make her payments to the Management Services Department-Benefits Section by the 25th of each month.

3. Before leave without pay is granted, the employee will comply with Article VII Section A.
4. Upon return from maternity leave, "Medical Authorization for Return-to-Work" should be completed by her physician and given to Management Services Department/Risk Management.
5. For the purposes of this section, when an employee terminates, but is reinstated within one (1) year, such reinstatement shall be within the same salary step and without any loss in vacation time or other fringe benefits related to tenure. The employee should not expect reinstatement to the same position unless the position is vacant and available.

SECTION I. ELECTION LEAVE

1. Employees registered to vote in a local, state or county election will be given time off to vote only if they do not have enough time to vote before reporting for work or after finishing work.
2. The employees requiring time off to vote shall notify their Department Executive via their supervisor at least one (1) working day before the election. The reason shall be stated.
3. Whether the time off is at the beginning or end of the working shift depends on whichever allows the employee the most free time for voting and the least time off from his/her regular working shift.
4. Employees who take time off to vote will be paid for no more than two (2) hours of regular working time.

SECTION J. INDUSTRIAL ACCIDENT LEAVE

1. **ACCIDENTS IN THE LINE OF DUTY**
If employees are compelled to be absent from duty due to any injury or disease which comes under the State of California Workers' Compensation Insurance and Safety Act, they shall receive compensation from the City for each such accident as follows: During the first twenty six (26) calendar weeks of such absence, they shall receive compensation equivalent to their normal gross salary. They shall receive compensation in accordance with and under the provisions of the Workers' Compensation Insurance and Safety Act. They shall be entitled to all of Universal Leave, sick leave or vacation benefits while they are receiving temporary disability indemnity under the provisions of the Workers' Compensation Insurance and Safety Act.
2. At the conclusion of the twenty six week (26) period as referenced above, they may at the discretion of the City Manager, be permitted to take as much of their accumulated Universal Leave, sick leave or vacation, when added to their temporary disability indemnity will result in the payment to them, not to exceed 100% of normal gross salary.

3. Normal Gross Salary shall include differential pay to which the employees would have otherwise been entitled, however it shall not include any overtime pay.
4. During the life of this contract the parties agree to form a joint labor/management committee to study Workers' Compensation reform.

SECTION K. LIMITED DUTY ASSIGNMENTS FOR NON-OCCUPATIONALLY DISABLED EMPLOYEES

It is the policy of the City to provide employees who suffer temporary disabling illnesses or injuries with limited duty assignments compatible with medical limitations. This procedure may be followed when it is practical and possible to provide such work and when it may contribute therapeutically to the employee's full recovery and resumption of normal duties. A "Limited Duty" assignment involves work in the content of which is compatible with medically established work limitations for the specific employee. Limited duty work may be full-time or it may be part-time work, and is terminable at any time.

Prior to returning to work, employees are required to provide a statement from their medical doctor which includes any accommodations necessary. Employees may be required to return to the Workers' Compensation unit a "Medical Service Order" prior to returning to full duties.

SECTION L. SENIORITY STATUS WHILE ON LEAVE

Industrial Accident or Illness leave will not constitute a break in service.

SECTION M. PERMANENT INJURY - OCCUPATIONALLY DISABLED EMPLOYEES

Employees who permanently cannot return to their job because of illness, injury or accident may at their option notify the Workers' Compensation Administrator of their interest in obtaining a comparable job within the City. The Workers' Compensation Administrator shall consult with a Qualified Rehabilitation Representative, who in accordance with the rules and regulations of the Rehabilitation Bureau of the Division of Industrial Accidents, will attempt to place the employees in a comparable job for which the employees may qualify including the exploration of Vocational Rehabilitation to meet the minimum qualifications of a comparable job within City employment. If a comparable job cannot be found within the City, then the Qualified Rehabilitation Representative shall explore all other employment avenues in accordance with the rules and regulations as stated above.

It is understood that the employees would be placed in a position under this section only where a vacant position is at the same range or a lesser range. If there is a position at a higher range for which the employees feel that they could qualify, the employees may apply for the position in the same manner as any other employees would, covered by this agreement.

SECTION N. EXPIRATION OF LEAVES**1. RETURN AT EXPIRATION OF LEAVE**

Upon the expiration of any leave, other than a military leave, the employee shall be returned to the same class of position or to any position to which he had been eligible to transfer at the time his leave of absence was granted.

SECTION O. UNAUTHORIZED ABSENCE

Absence without prior approval for not less than one (1) day or more than four (4) days during any calendar year shall be sufficient grounds for suspension without pay; absence without prior approval for five (5) days or more during any calendar year shall be sufficient grounds for dismissal.

SECTION P. FAMILY LEAVE

Pursuant to state and federal law, affected employees may be entitled to family leave for up to twelve (12) weeks upon the birth or placement of a child, the serious illness of the employee, a child, parent, spouse, or registered domestic partner.

If the employee anticipates the need for family leave, they shall contact the Management Services Department, as soon as possible. The Management Services Department will inform them of the necessary procedures to obtain family leave.

SECTION Q. ANNUAL LEAVE ACCRUALS

Only employees in a paid status accrue annual leave time. This applies to all accrued leaves including but not limited to: Management Leave, Personal Leave, Floating Holiday, etc.

ARTICLE VIII HOURS OF WORK AND OVERTIME

SECTION A. HOURS OF WORK - FULL TIME EMPLOYEES

Where there is implemented a 9/80 work schedule, nine (9) hours of work shall constitute a work day. For the purposes of clarifying this section, a 9/80 work schedule comprises completing eighty (80) hours of work within nine (9) working days with the tenth day off. The work week shall consist of seven (7) consecutive work days, split on the employee's 9/80 day off (for accounting and FLSA purposes only) including two (2) consecutive days off. Every other week, employees on a 9/80 work schedule shall enjoy a third day off.

Otherwise, for the purpose of those working a 5/40 work schedule, the work week shall begin on Monday with Saturday as the first day off and Sunday the second day off.

The City Manager may only authorize deviations from the work week, to include:

1. A work week beginning other than on Monday the last three (3) days of which shall be considered as the "first day off", "second day off", and "third day off" respectively.
2. A work week beginning on Monday or any other day of the week depending upon shift assignment.
3. Such additional hours, including work on holidays, as may be required by public necessity or convenience.
4. Employees will not be charged any time for a legal holiday which occurs on their 9 hour workday.

SECTION B. REST PERIODS

Employees shall be entitled to rest periods consisting of fifteen (15) minutes for every regular four (4) hour work period. Variations in rest periods may be permitted when a Department Executive, supervisor, and employee mutually agree, provided the variations are not in conflict with operational requirements, or other provisions of this Agreement. Effective upon completion of the FLSA reorganization and movement of positions, this section will no longer apply to BMA employees.

SECTION C. OVERTIME PAY

At the start of any fiscal year, only those employees listed in Exhibit D, shall elect either Management Leave or the Overtime Options. Management leave is designed to replace overtime.

For those who elect the overtime option, the following provisions apply. Employees shall be compensated for overtime work at the rate of one and one-half (1 ½) times. **Effective upon completion of the FLSA reorganization and movement of positions, this section may no longer apply to BMA**

employees.

Any work performed on a Sunday shall be paid at two (2) times the hourly rate.

1. DEFINITION OF OVERTIME WORK

Overtime work is work performed by employees at times other than those normally required for their employment, except as follows:

a. Part-Time Personnel

Overtime for part-time personnel is work in excess of forty (40) hours per week, or work on holidays.

2. OVERTIME PAY - MINIMUM PAYMENT

a. The following overtime payment provisions shall be applicable to any manager supervising IBEW represented positions:

(1) Double time for continuous operations.

(2) Double time for work on Sunday or for work between 2200 and 0500 hours.

(3) Two hour minimum pay at double time for call backs of two hours or less.

(4) Compensation and conditions for meals shall be according to the provisions of the MOU between the City and the IBEW.

b. The following overtime payment provisions shall be applicable to all other BMA represented managers:

(1) Double time for work on Sunday.

(2) Four hour minimum pay at time and one half for call backs.

(3) Compensation and conditions for meals shall be according to the provisions of the MOU between the City and the BCEA.

3. TIME OFF WITH PAY IN-LIEU OF OVERTIME

The Department Executive may, with consent of the employee, authorize time off with pay in lieu of overtime pay. Time off with pay shall be given for a period equal to the minimum payments defined in 2 A and B.

4. IN-LIEU ACCUMULATION

Employees shall not be permitted to accumulate in-lieu time in excess of a total of 240 hours.

5. TERMINATION OF EMPLOYMENT

Any employees who tender their written resignation from the service of the City, or who is laid off for lack of work or funds, or who withdraw from active service of the City with a retirement allowance granted under the

provisions of the Public Employees' Retirement Law or who have performed compensable overtime work and who upon the effective date of such resignation, layoff or retirement have not been compensated for such work by payment or time off in lieu of pay, shall be paid for all such overtime work on the basis of the salary being received by them at the time of termination of their employment, unless such overtime was worked in violation of Subsection 3, above. In the case of any employees whose service to the City is terminated by their death, such payment may be made to the person who would be entitled thereto by law, upon written application by such person and approval thereof by the City Manager.

SECTION D. ATTENDANCE

Employees shall be in attendance at their work during the regular hours of work and shall not absent themselves during working hours for any reason without the prior approval of the Department Executive.

ARTICLE IX

PROBATIONARY PERIOD - CIVIL SERVICE EMPLOYEES

SECTION A. PURPOSE OF PROBATION

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of new employees to their new positions, and for rejecting any probationary employee whose performance does not meet the required standards of work.

SECTION B. ONE YEAR PERIOD

Probationary periods shall be for twelve (12) months unless otherwise provided in this agreement.

SECTION C. EXTENSION OF PROBATION

1. When the Department Executive to which any affected employees are assigned reasonably concludes that extension of the employee's probationary period will improve the performance of the employee, the Department Executive may recommend extension of the employee's probationary period for up to six (6) months in two-month increments.
2. If the employees have successfully completed probation except for obtaining a special required certificate or license needed to perform the work, the Department Executive may extend the probation period, solely for the purpose of allowing the employees to obtain this certificate or license. When such license or certificate is obtained by the employees, they shall automatically pass probation. Extensions shall not exceed 12 months.

SECTION D. TERMINATION OF APPOINTMENT

Probationary employees do not have property or vested rights in their position with the City. A probationary employee may be discharged or rejected at any time by the appointing power without cause and without right of appeal. Notification in writing of discharge or rejection shall be served on the probationary employee and a copy shall be filed with the Management Services Director.

SECTION E. REINSTATEMENT OF REJECTED PROBATIONARY EMPLOYEE TO FORMER POSITION

Employees rejected during the probationary period from a position to which they have been promoted, shall be reinstated to the position from which they were promoted, unless charges are filed and they are discharged as provided in this Article and the Civil Service Rules.

SECTION F. DISPLACEMENT BY REINSTATEMENT OF ANOTHER TO THEIR FORMER POSITION

Any employee, though they may have attained permanent status and are displaced as a result of another employee being returned to their former position

under Section E above or under this Section, shall likewise be reinstated to their former position. If employees so affected have permanent status but no former position, they shall be placed on the appropriate layoff list.

ARTICLE X

LAYOFF, DISPLACEMENT AND RECALL FOR CIVIL SERVICE EMPLOYEES

SECTION A. PURPOSE

The purpose of this Article is to provide a fair and equitable basis for the reduction of personnel when this becomes necessary in a department or in the total work force. In such circumstances, the City will make every effort to assist those employees who may be subject to layoff due to lack of work or similarly compelling reason. Assistance will be made available through utilizing existing vacancies to the fullest extent possible to relocate affected employees. In addition, contacts will be made with other employers to refer those employees who are unable to be placed in other City vacancies.

SECTION B. SENIORITY

1. Seniority is defined as the status attained by the length of Civil Service in employment for the City of Burbank.
2. Seniority shall accrue based on the present date of Civil Service employment. When an employee voluntarily terminates for any reason, except layoff, seniority shall cease and not be reinstated in the event of reemployment. Seniority shall be reinstated in the case of layoffs where the employee is recalled within three years of date of layoff. Such seniority shall include credits for prior time worked only and will not include any time while on layoff.
3. Seniority shall be implemented in accordance with the provisions as set forth in Sections C and D below of this Article.

SECTION C. LAYOFF

1. Layoff of employees shall be determined by length of Civil Service with the City using the present date of hire except as otherwise provided in this Article.
2. Except as outlined below in Section D-3, layoffs should be affected within departments and general displacement of employees across departmental lines shall not be permitted.
3. Employees with unique skills or body of knowledge for the performance of their duties as determined by the Department Executive with the concurrence of the City Manager may be retained out of their seniority with the City as long as such employees have a minimum of two (2) years total employment. There shall be a limit of ten (10) employees, City wide, who may be designated under this paragraph during any given layoff. Standards for defining retention of such employees shall be limited to:
 - a. Special schooling provided or required by the City for employees following their initial employment to fill a unique position or meet a

specific program need where the schooling lasts for six (6) months or longer.

- b. Special experience provided or required by the City for a unique position or special program need where the experience requires at least one (1) year of training on the job.
 - c. Possession of a unique craft, artistic endeavor or professional level skill not available in other City employees.
- 4. Employees who have been previously appointed to provisional status in a higher classification at time of layoff considerations shall revert back to their permanent classification for purposes of determining their layoff.
 - 5. Employees in a probationary status as a result of a promotion within the Civil Service System cannot displace permanent employees in the same classification at time of layoff.
 - 6. Employees may voluntarily request layoff in lieu of reassignment should their seniority be sufficient to be retained on the payroll.
 - 7. Employees on layoff shall be recalled to their previous classification based on the minimum qualification requirements which existed at the time of their layoff.
 - 8. Exempt employees shall have no rights relative to layoff or reassignment except the employees who at some time, during the same period of employment, served in a position under the Civil Service System and shall have the right to return to the System under the provisions of B.M.C. 2-513, provided time spent in the exempt position shall not be accrued toward Civil Service seniority.

SECTION D. DISPLACEMENT

- 1. Except as stated in items 3 of this section below, an employee whose position has been eliminated shall be permitted, in total seniority order within the respective job classification, to transfer to a lateral or lower classification within the employee's department. This transfer shall occur only when a position in such classification is either vacant or occupied by another employee with less total seniority as calculated from their present date of hire. On taking a lower classification, the employee shall be paid at the highest rate of the lower classification which is not greater than the rate earned prior to the displacement.
- 2. In such instances as outlined in subsection 1 immediately above, employees must meet the minimum qualifications of the newly assigned position.
- 3. Employees displaced from a job because the positions have been deleted

or replaced by higher classified employees with more seniority, shall be eligible to transfer to the same or lower title in another department, where the employees last served prior to their current assignment, if:

- a. they served in that title and in that department where a vacancy or employees with lesser seniority exist, and
 - b. the Department Executive of the department to which the transfer is to be made approves such transfer if said department is any of the following: City Council, City Manager, City Attorney, or Management Services Department.
4. Employees who are reduced in classification shall be returned to their previous higher classification and department when vacancies occur within a three-year period of the reduction. Such return will not require qualifying through testing or placement on an employment list. Where the return involves returning to probationary status within six (6) months following demotion, the time spent in probationary status before the demotion occurred shall be applied toward permanent status.
 5. Employees in a provisional status in a higher classification shall be returned to their permanent classification prior to layoff in order to determine their availability for displacement or reassignment.
 6. Where three (3) or more employees exist in a classification within a department, the department shall not be required to lose more than fifty (50) percent of its employees in any given classification through displacement by higher classified, longer seniority employees.
 7. Employees with greater seniority than other employees in the same classification and department may request voluntary transfer or demotion to another position under the provisions of Civil Service Rule IX, paragraph 1.B.
 8. A part-time employee may displace another part-time employee only under the provisions which apply to full-time employees.
 9. A full-time employee may displace a part-time employee with lesser seniority only if the latter is in a position budgeted for thirty (30) hours per week or more.
 10. Employees designated by the City as managers may or may not be reduced to a lower classification which would result in the employees having to work for another employee whom they formerly supervised when in a management position.
 11. As used in this Article, "higher classification" or similar phrases are synonymous and interchangeable.

SECTION E. PROCEDURE

Departments anticipating a possible reduction in staff shall notify the City Manager and the Management Services Director as soon as possible in order for appropriate action to be taken.

1. An immediate determination should be made as to which positions will be involved and the number of employees to be affected.
2. The Management Services Director shall determine what openings exist in the same and other departments so that affected employees may be considered for transfer prior to layoff.
3. Employees to be affected by a layoff will be given written notice thirty (30) calendar days in advance. Those employees who are **not** displaced to a lateral or lower classification in accordance with the rules of this Article, will be placed on paid Administrative Leave for thirty (30) days upon receipt of this layoff notice. The thirty (30) days is intended to provide the employee time to deal with transitional activities. In addition, the City will pay the remainder of the employee's portion of the Retiree Medical Trust, up to \$3,480 for employees subject to layoff (not displacement).
4. Efforts will begin immediately to relocate affected employees into Comparable positions of responsibility and pay or lower rated positions where practicable as outlined in Section D of this Article. First priority for filling open positions will be given to affected employees as opposed to other employees or job applicants under consideration.

SECTION F. RECALL

The Management Services Director, upon approval of the City Manager, will establish and make available to affected employees a Recall List, showing all employees on demotion or layoff status along with the date of appointment. In utilizing the list, the following shall apply:

1. Persons on the Recall List shall have absolute rights over regular employment, transfer or reinstatement lists.
2. Names shall be listed in the inverse order of their layoff or demotion according to seniority. Employees shall be recalled to their last classification or lower classified position in any department of the City should they be the most senior on the recall list or lists for the positions available. Should a lower classified position first become available and no recall list exists for such position, then the most senior employee on the recall list for the next higher classified position shall be recalled in accordance with Subsection 3 of this Section.
3. Employees on the Recall List will hold reinstatement rights for a period of three years from date of layoff and be considered for openings as they arise.
4. Upon reinstatement, the employees will receive their old salary level or, if

in a lower classification, the level nearest to, but not exceeding the old classification. In addition, if recalled within three years of layoff, previous seniority will be reinstated less any time spent on layoff.

5. If employees are recalled from layoff and have been (1) serving in a probationary status and (2) never in a permanent status in the Civil Service System, then their past seniority shall not be reinstated for purposes of satisfying the probationary period unless recalled to the former position within six (6) months following the layoff.
6. Employees on layoff status shall be responsible for keeping the City's Management Services Department aware of the most current address and telephone number for purposes of contact at time of recall. Absences from the home for over one (1) week should also be reported if the employees on layoff desire to safeguard against being passed over should notice of recall be given. On notifying employees of recall, the City of Burbank shall send notice by certified mail and the employees shall have five (5) calendar days to respond from receipt of such notice. Where the employees fail to respond, the City shall contact the next most senior employee on the Recall List, and the same procedures shall apply. Failure of employees to respond to notices sent as a result of three (3) opportunities during the permitted recall period shall cause removal of their names from said list. In addition, employees must be available to return to work within two (2) weeks of receiving the above stated notification.

SECTION G. BENEFIT CONSIDERATIONS

1. For layoffs under thirty (30) days, all benefits will be retained except for pro rata reduction in the retirement plan and reduction of seniority for days on layoffs.
2. For layoffs of thirty (30) days up to three years, there is no accrual of seniority, Universal Leave, vacation, sick leave or other benefits for the period of the layoff. Universal Leave, sick leave and vacation benefits not previously paid to the employees at the time of layoff shall be paid at the end of the first month of layoff unless at the time of layoff, employees elect to leave all Universal Leave, sick leave and vacation credits on account and have such credits reinstated upon recall. If the employees elect to leave all Universal leave, sick leave and vacation credits on accounts, such employees, or their heirs, representatives or assigns, may, at any time within three (3) years after the effective date of such employee's layoff, demand payment for such benefits in such sum or sums as would otherwise have been payable at time of layoff, without interest. The City shall have up to thirty (30) days to make such payment after time of demand. Failure to demand such payment during such three year period shall constitute a waiver thereof. Payments of the cash value of accrued Universal Leave, sick leave and vacation credits shall terminate all further obligation by the City to reinstate such past credits should the employees

be returned to work.

3. For layoffs of three years or more, recall privileges cease at three years.
4. Employees recalled following a layoff shall be entitled to receive at least the same level of benefits which they were receiving at the time the layoff occurred, provided, however, any reduction or increase in benefits for all affected employees during the layoff period shall apply to the recalled employees.

ARTICLE XI CONTRACTING OUT

SECTION A. CONTRACTING OUT

1. The City shall meet and confer with the BMA on the impact of proposed contracting out.
2. All matters affecting employer-employee relations, including those that are not subject to meeting and conferring, are subject to consultation. The City, through its representatives, shall consult in good faith with representatives of the BMA on employer-employee relations matters which affect them.
3. Except in case of emergency, reasonable written notice shall be given to the BMA of any amendment to any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Council or approved by any board or commission of the City, and the BMA shall be given the opportunity to meet with the City prior to adoption or approval. In cases of emergency when the City or any board or commission of the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the BMA, the City or the board or commission of the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation. Advance notice on matters subject to consultation, but outside the scope of representation is not mandatory but desirable.

The BMA President will respond to issues of contracting out within three (3) working days of receipt of notification except that during the absence of the President notice will be given to the Vice President who will respond by the fourth day (having no less than 24 hours notice).

ARTICLE XII NON-DISCRIMINATION

SECTION A. NON-DISCRIMINATION

The City and BMA will not discriminate in the treatment of an employee on the basis of race, color, religion, sex, political party or activity, national origin, sexual preference, age, marital status, disability, Association activity or membership.

ARTICLE XIII

GRIEVANCE PROCEDURE

SECTION A. DEFINITION

A grievance is a dispute or alleged violation involving the meaning, interpretation, application or alleged violation of the provisions of the MOU or other City rule or practice governing wages, hours or working conditions. A grievance may be raised by an individual, a group of employees or by the Association. Representation by the Association and/or other representative at any step of this procedure may not be denied.

SECTION B. PROCEDURE

1. **Immediate Supervisor.** A grievance must initially be presented verbally to an immediate supervisor within 20 working days of the time the grievant becomes aware of the occurrence of the event which is the basis of the grievance. The word "grievant" hereafter refers to the individual employee, the group of employees or the Association who presents the grievance. The immediate supervisor shall thereafter meet with the grievant and attempt to resolve the matter.

2. **Division Manager.** If the grievance is not resolved by the immediate supervisor, the grievant may file a written appeal with the grievant's Division Manager, to be submitted within 10 working days of receipt of the decision of the immediate supervisor. The written grievance shall set forth (a) the facts, (b) applicable MOU provisions, rules or practices, (c) exhibits and (d) requested remedy.

The Division Manager shall thereafter meet with the grievant and attempt to resolve the matter. The Division Manager shall provide a written decision to the grievant, within 10 working days of the meeting.

3. **Department Executive.** If the grievance is not resolved by the Division Manager, the grievant may file a written appeal with the grievant's Department Executive, to be submitted within 10 working days of receipt of the decision of the Division Manager.

The Department Executive shall thereafter meet with the grievant and attempt to resolve the matter. The Department Executive shall provide a written decision to the grievant within 10 working days of the meeting.

4. **Arbitration.** If the grievance is not resolved by the Department Executive, the grievant may file an appeal to arbitration with the Management Services Department, to be submitted within 15 working days of receipt of the decision of the Department Executive. The arbitration shall be governed by the Rules and Procedures provided for in Exhibit G.

The grievant and the City may agree upon an arbitrator to hear the grievance. In the event the parties cannot agree upon an arbitrator they

shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service within 10 working days after receipt of the written submission to arbitration and shall thereafter select an arbitrator from that list or any subsequent list. If the parties cannot agree upon an arbitrator, they will alternately strike names from the list until one name remains. The City shall strike the first name from the list.

If either the City or the grievant so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of a grievance first; no hearing on the merits of the grievance may be conducted until the issue of arbitrability has been decided. The decision of the arbitrator regarding arbitrability shall be final and binding on the parties. The arbitrator shall conduct an evidentiary hearing and shall issue a written decision within 30 working days of hearing or submission of written briefs. Any time limit or stage of the procedure specified may be waived upon consent of the grievant and the City. The grievant and the City may at any time agree to mediate a grievance pursuant to the provisions set forth in Exhibit I of this MOU. The fees and expenses of the arbitrator and court reporter, if any, shall be shared equally by the Association and the City.

5. **Decision of Arbitrator and Appeal.** The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this memorandum of understanding. The arbitrator's written award, including Findings of Fact and Conclusions of Law, shall be submitted within thirty (30) calendar days from the last day of the hearing. The arbitrator's decision shall be forwarded to the City Manager, who shall review the award and make the final decision within thirty (30) working days of its receipt. If the City Manager does not adopt the decision of the Arbitrator, the City Manager shall issue a new decision which shall be consistent with the evidence submitted at the hearing, applicable rules, and this MOU, and shall also state the grounds for not adopting the decision of the arbitrator.

SECTION C. MEDIATION

The employee and the City may at any time agree to mediate the grievance pursuant to the provisions set forth in Exhibit F of this MOU.

ARTICLE XIV

DISCIPLINE PROCEDURES

SECTION A. CAUSES OF DISCIPLINARY ACTION

Discipline may be imposed for just cause on an employee, based upon, but not limited to, the following conduct:

1. The refusal to testify under oath before the Los Angeles County Grand Jury or other legally constituted official public body in a legally authorized investigation of government bribery or other misconduct in public unless such refusal is based upon the employee's constitutional rights.
2. Violation of any official regulation or order or failure to obey any proper direction made and given by a superior, or failure to comply with any condition of employment or to maintain any necessary qualification in the course of municipal employment.
3. Neglect of duty.
4. Unjustified failure or refusal to properly perform assigned duties.
5. Gross carelessness in the discharge of assigned duties.
6. Conviction or forfeiture of bail for any misdemeanor involving moral turpitude, or any felony.
7. Suspension or revocation of the employee's license to operate a motor vehicle on the public highway in the State of California where a driver's license is required for the performance of the employee's job.
8. One or more days of unauthorized absence.
9. Repeated tardiness.
10. Inability to establish and maintain proper working relationships.
11. Reporting for duty, or being on duty, under the influence of alcohol, drugs or any combination thereof; or rendering oneself unfit to perform fully one's duties for reasons attributable to, or produced by, indulgence in alcohol, drugs, or any combination thereof.
12. Unauthorized use of City tools, equipment or property.
13. Abuse or gross negligence in the care or operation of City tools, equipment or property.
14. Use of sick leave for unauthorized purposes.

15. Receiving gratuities or any personal favor in exchange for the performance or for the non-performance of an assigned duty.
16. Discussion of confidential City business and information with unauthorized persons which result in a detrimental effect to the City's operation.
17. Willful refusal to respond to an official call in an emergency.
18. Willfully making any false statements, certificates, or reports or in any manner committing or attempting fraud.
19. Violation of administrative rules and regulations.
20. Illegal possession or use of drugs or narcotics.
21. Incompetence or inefficiency in the performance of required duties.
22. Discrimination against, or harassment of, co-workers or the public based on race, religion, national origin, sex, age, handicap, or other unlawful consideration.
23. Malfeasance in office or employment.
24. Absence without permission from the job during working hours.
25. Consumption of alcoholic beverages during working hours, including lunch and rest periods.
26. Abandonment of position.

SECTION B. DISCIPLINARY ACTIONS

1. Oral reprimand.
2. Written reprimand.
3. Suspension with pay.
4. Suspension without pay.
5. Reduction in class or pay.
6. Termination.

SECTION C. PROPOSED DISCIPLINE

Prior to receiving discipline the employee shall be served with a written notice containing the following:

1. The proposed disciplinary action and the effective date;

2. The nature of the charges and/or violation of City rules;
3. The reasons for the proposed action;
4. A copy of the materials upon which the action is based;
5. An opportunity for the employee to respond to the charges in writing and/or in a non-evidentiary, informal hearing to a neutral reviewer at a reasonable time not less than five working days from the date the notice was served but prior to the discipline being imposed;
6. The right of the employee to be represented by an attorney or other representative at any disciplinary conferences or proceedings.

SECTION D. APPEAL OF DISCIPLINE

1. **Minor Discipline.** Minor discipline is a reprimand or a suspension of three days or less. An employee subject to minor discipline shall have the right to appeal such discipline to the appointing authority or other City official not involved in imposing the discipline by submitting a written request within ten (10) working days from the date of the discipline. The administrative hearing shall be conducted within ten (10) working days of the filing of the request and the hearing officer shall issue written findings within ten (10) working days of the hearing. The employee shall be entitled to representation and to present such documentary and testimonial evidence as is appropriate under the circumstances. The City official presiding at the administrative hearing shall have the authority to affirm the discipline, modify the discipline or exonerate the employee. The decision shall be final and binding on the City and the employee.

A letter of reprimand shall be removed from a personnel file upon written request by the employee provided there have been no additional disciplinary actions of a similar nature during the subsequent twelve (12) months. If the employee's performance appraisal review contains any reference to the letter of reprimand which has been removed from the employee's personnel file, that section or page of the employee's performance appraisal review shall be rewritten so that any reference to the letter of reprimand is deleted. A removed letter of reprimand may be retained and used for the purpose of progressive discipline only for an additional period of twenty-four (24) months.

2. **Major Discipline.** Major discipline is a suspension of more than 3 days, reduction in class or pay, or termination. An employee subject to major discipline may appeal the discipline by submitting a request for arbitration to the Management Services Department within 15 working days of receipt of the final notice of discipline. The arbitration shall be governed by the Rules and Procedures provided for in Exhibit G.

The grievant and the City may agree upon an arbitrator to hear the

grievance. In the event the parties cannot agree upon an arbitrator they shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service within 10 working days after receipt of the written submission to arbitration and shall thereafter select an arbitrator from that list or any subsequent list. If the parties cannot agree upon an arbitrator, they will alternately strike names from the list until one name remains. The City shall strike the first name from the list.

If either the City or the employee so requests, the arbitrator shall hear the merits of any issue raised regarding the arbitrability of the discipline first; no hearing on the merits of the discipline appeal may be conducted until the issue of arbitrability has been decided. The decision of the arbitrator regarding arbitrability shall be final and binding on the parties. The arbitrator shall conduct an evidentiary hearing and shall issue a written decision within 30 working days of hearing or submission of written briefs. Any time limit or stage of the procedure specified may be waived upon consent of the employee and the City.

SECTION E. DECISION OF ARBITRATOR AND APPEAL

1. The decision of an arbitrator resulting from any arbitration of discipline hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this memorandum of understanding. The arbitrator's written award, including Findings of Fact and Conclusions of Law, shall be submitted within thirty (30) calendar days from the last day of the hearing. The arbitrator's decision shall be forwarded to the City Manager, who shall review the award and make the final decision within thirty (30) working days of its receipt. If the City Manager does not adopt the decision of the Arbitrator, the City Manager shall issue a new decision which shall be consistent with the evidence submitted at the hearing, applicable rules, this MOU, and shall also state the grounds for not adopting the decision of the arbitrator.
2. If, as result of an arbitration award or mediated settlement, an employee's disciplinary action is overturned or modified in any way, relevant portions of the employee's performance appraisal review shall be rewritten, if necessary, so the performance appraisal does not include references or language inconsistent with the arbitrator's decision.

SECTION F. MEDIATION

The employee and the City may at any time agree to mediate an appeal of discipline pursuant to the provisions set forth in Exhibit F of this MOU.

ARTICLE XV

INFORMAL DISCUSSION OF DEPARTMENTAL PROBLEMS

SECTION A. DEPARTMENTAL MEETINGS

Departmental Executives will implement the following policy:

1. The BMA may request, monthly, that a meeting be scheduled between the Management Representative or Executive Officer of the BMA and the Department Executive to discuss items of mutual interest. At the option of the BMA, the President of the BMA may be present at such meetings. The Department Executive shall make every effort to comply with this request.
2. Department Executives are encouraged to consult with employee representatives on departmental problems, future actions, and related matters.
3. In addition to the monthly meeting, Department Executives are encouraged to meet with department representatives when it would be to everyone's advantage to meet immediately.

ARTICLE XVI HEALTH AND SAFETY

SECTION A. SAFETY IN THE WORK PLACE

The City and the BMA reaffirm their joint commitment to ensure safety and reasonable health in the work place and to maintain a continuous awareness of safety procedures and accident prevention guidelines. In order to reinforce these objectives, a Citywide Safety Coordinators Committee has been established to broaden the base of participation in safety activities. The Burbank Management Association (BMA) will have a representative on the Safety Coordinators Committee.

SECTION B. SAFETY EQUIPMENT

1. Upon approval by the City Safety Officer, the City shall provide safety shoes when needed. Approved safety shoes shall mean such styles as may be approved by the affected department and which provide, in the opinion of the City's Safety Officer, adequate safety.
2. It is the policy of the City to require the use of safety glasses or other eye protection in all classifications of employment in which there is a significant threat of eye injury. This policy is in accord with the California Occupational Health Act of 1973. The Safety Officer shall reasonably determine which employees are eligible and are required to wear safety glasses. Eye examinations for those required to wear safety glasses will be paid for by the City.
3. For those employees, the City will pay for the cost of frames, prescription lens, and fitting or other eye protection as referenced in subsection 2 above. The City will provide plain safety glasses to qualifying employees not requiring prescription lens.
4. The City will pay the difference between bi-focal and no-line or progressive glasses, up to \$100 every three years, for those BMA employees that are required to work on a computer as a primary job function (51% or more of the time) as designated by a supervisor in accordance with Administrative Procedure V-5.

ARTICLE XVII EMPLOYEE RIGHTS

SECTION A. PAYROLL DEDUCTION AND DUES

1. MEMBER DEDUCTION AND DUES

- a. During the term of this Memorandum, effective December 16, 2007 the City shall deduct BMA dues on a bi-weekly payroll basis. Such deductions shall be made only when the employees' earnings for a pay period are sufficient after other legally required deductions are made. Both parties are aware that the amount of dues deductions are subject to the limitations of the computer based payroll system. Such deduction shall continue unless written notice of cancellation is given to the City.
- b. The deduction authorization cancellation form shall be mutually agreed to by the parties and shall be processed by the City to be effective on the ending of the first complete pay period following June 1 of each calendar year. A copy of the processed cancellation forms shall be forwarded to the Association.
- c. The BMA hereby agrees to indemnify and hold harmless the City for any loss or damages, claims or cause of action, and legal fees arising from the operation of this provision of the Memorandum. It is also agreed that neither any employee nor the BMA shall have any claim for error against the City for any deductions made or not made, as the case may be.

2. FEE FOR

- a. As a condition of continued employment, each permanent employee represented by the BMA who chooses not to be a dues paying member of this unit shall pay a service fee. The City shall implement the deduction for this fee in the first payroll period that starts thirty (30) days after the Financial Services Department receives written notice of the new account.
- b. The BMA shall be responsible for the preparation of the notice to all employees represented by the unit of the fee for representation in lieu of membership dues and that the fee for representation shall be automatically deducted from the employees' paychecks. The City shall provide copies of the notice to all new hires.
- c. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employees shall in lieu of dues or fees for representation, pay sums equal to said amount to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal

Revenue Code, selected by the employee from a list of such eligible local funds designated by the BMA. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support of the BMA. Acceptable charities are: The Burbank Center for the Retarded, Burbank Temporary Aid Center (BTAC), The Boys & Girls Club of Burbank, Burbank Family Services and East San Fernando Valley Family Promise Agency.

SECTION B. MEMBERSHIP LIST

The City shall furnish the BMA a listing each September 1st, of represented employees in classifications represented by the BMA.

The City shall notify the BMA within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the represented unit or no longer subject to the provisions of this Article.

SECTION C. NON-MEMBER LIST(S)

The City shall furnish the BMA a listing each July 1st of non-member employees' names in classifications represented by the BMA. Also, the City shall furnish the BMA a listing each, December 1st, of the title of unrepresented management and unrepresented miscellaneous positions. In addition, the City shall provide the BMA a listing by the 20th of each month of all new employees hired on a non-temporary basis during the preceding month into classifications represented by the BMA.

SECTION D. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted to officers of the Association and its authorized representatives for the purpose of investigating, counseling and processing grievances, observing working and safety conditions, seeing that the provisions of this Agreement are observed, and contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work locations without the consent of the City or its authorized representative, and such consent shall not be unreasonably denied. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, campaigning for office, will not be permitted during working hours.

SECTION E. MEETING WITH NEW EMPLOYEES

The City shall notify the BMA of the dates and times of the new employees' orientation and provide the BMA with time to speak to new employees at the conclusion of the orientation.

SECTION F. PERSONNEL FILES

1. The City acknowledges that employees are entitled to review the contents

of their "official" file located in the Management Services Department at reasonable intervals. Employees may request a representative to assist them in reviewing said file.

2. No discipline may be brought against an employee unless fully documented and supported.
3. Employees shall be entitled to copy and receive copies of all documents placed within their personnel files except those expressly forbidden by law.

SECTION G. TIME OFF FOR CIVIL SERVICE BOARD MEETINGS AND ARBITRATION HEARINGS

1. Employees shall be granted time off without loss of pay to attend meetings of the Civil Service Board and Arbitration Hearings which are scheduled during the employees regular working hours, if the employees are (1) the president or in the president's absence, vice president of the employee organization; (2) present on official business before the Board or an arbitrator, including an appeal by the employees or representation of employees by another for the purpose of appeal; or (3) present because, in the opinion of their department manager, the interests of the City are served by having the employees present.

SECTION H. RIGHT OF REPRESENTATION

The BMA may, at the employee's option, represent the employee at disciplinary hearings or meetings, investigatory interviews which may lead to discipline, safety meetings (accident review), grievance meetings, Civil Service Board meetings or arbitration hearings.

If an employee requests Association representation and is willingly, knowingly and with intent to deny an employee's rights, not provided with same, those admissions obtained directly by interrogation shall not be used against an employee in any proceeding or action by the City. Interrogation shall mean either express questioning or behavior by a manager or supervisor that is reasonably likely to elicit an incriminating response.

SECTION I. CITY BULLETIN BOARDS

1. STATEMENT
The City provides bulletin boards throughout the City. Reasonable use of these boards will be permitted to formally or informally recognized employee groups. The following shall be observed in using the bulletin boards.
2. PROCEDURE
 - a. The BMA shall submit to the City Manager's Office a copy of all official business notices which are to be posted, at least 24 hours prior to posting.

- b. The BMA may post notices concerning:
 - (1). Recreational affairs of the group.
 - (2). Social affairs of the group.
 - (3). Official business of the group.
- c. The notices shall be clearly identified as BMA notices.
- d. Department Executives or their designated representatives will be responsible for removing notices as soon as possible after the event has expired.
- e. Use of bulletin boards for unauthorized purposes, including but not limited to political matters, matters derogatory to the City, or commercial advertising, will result in loss of use of the bulletin boards.
- f. E-mail notifications may be used in-lieu of bulletin boards.

SECTION J. ASSOCIATION LEAVE

- 1. An aggregate of five hundred (500) hours per fiscal year shall be available without loss of pay for use by the BMA President.
- 2. The hours shall be utilized to attend meetings or conventions held by labor or professional organizations, prepare for City-related Association appearances, or counsel employees on labor relations subjects.
- 3. Release time with pay for BMA Management Representatives, Executive Board and negotiating team members shall be granted in order to meet with Department Executives on labor matters, to counsel employees regarding grievances, to represent employees in hearings, to prepare for contract negotiations, and to attend Civil Service Board meetings. Department Executives may make efforts to arrange the hours of day shift employees on the day in question so as to adjust the hours of the employee in order to allow such employee to finish their shift before the start of an Executive Board meeting.

SECTION K. PAST PRACTICES

Past practices concerning but not limited to rights, wages, hours, and working conditions will be continued unless specifically altered by this agreement. Past practice shall mean custom and practice that is open and obvious, consistent, long standing, known by the parties, and mutually acceptable habits of action which have matured during the course of time. Disputes regarding past practice shall be resolved pursuant to the Article XIII.

SECTION L. FACILITIES USAGE

Upon request of the Association, the City may provide meeting space outside

working hours to the Association, providing there is no interference with normal City operations. Requests for use of facilities will be made in advance to the appropriate Department controlling the meeting space, indicating the date and time of meeting.

ARTICLE XVIII

EMPLOYER RIGHTS AND PAST PRACTICES

SECTION A. EMPLOYER RIGHTS

The rights of the City include, but are not limited to, the exclusive right to:

1. Determine the mission of its constituent departments, divisions, commissions, and boards;
2. Set standards of service and municipal fees and charges;
3. Determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
4. Direct its employees;
5. Take disciplinary action;
6. Relieve its employees from duty because of lack of work or for other legitimate reasons;
7. Maintain the efficiency of governmental operations;
8. Determine the methods, means, and personnel by which governmental operations are to be conducted;
9. Determine the content of job classifications;
10. Take all necessary actions to carry out its mission in emergencies;
11. Exercise complete control and discretion over its organization and technology of performing its work.

SECTION B. ALL RIGHTS RETAINER

All rights held by the City, or vested in the City, on the effective date of this Memorandum of Understanding and not mentioned in Section A of this Article are retained by the City unless altered by this Memorandum of Understanding or by a past practice covered by Article XXII, Section B of this Memorandum of Understanding.

ARTICLE XIX MISCELLANEOUS

SECTION A. MANAGEMENT TRAINING

1. It is the policy of the City to actively encourage and assist employees in continuing their education and training as it relates to improving their capabilities for service to the City. The primary responsibility for recognizing training needs, stimulating employee development, and carrying out all elements of this policy rests with the Department Executives.

Training shall be conducted on a continuing basis with staff assistance and funds made available for this purpose.

The City has the responsibility to train employees in fields essential to job success. The employee has the responsibility for pursuing that training essential for his/her job development.

The objectives of employee training can be summarized as follows:

- a. To continuously develop promotable manpower and enhance the individual employee's confidence in his/her ability to enlarge his/her capability.
 - b. To achieve and maintain efficient job performance and to provide a climate within which the employee is continuously motivated toward effective service to the City.
 - c. To provide employees with information and training in new methods as changes and innovations develop.
 - d. To achieve and maintain efficient job performance.
2. The Department Executives shall be responsible for the following:
 - a. Developing a training plan with the objective of ascertaining, utilizing, and improving employee capabilities to meet specific operating requirements of the departments and the City.
 - b. Arranging work assignments and schedules in order that employees may participate in formal training programs related to their jobs.
 - c. Develop qualified employees to perform the work of any employee whose services are considered critical to the City's operation.
 - d. Evaluating training needs and accomplishment within their department on a continuing basis.

3. The Management Services Department shall provide the following assistance to the City Manager and Department Executives in the development of training programs:
 - a. The coordination, with the Department Executive, of the Citywide training plan indicating priority in objectives sought, schedule of courses, topics to be covered, facilities to be used, and instructors to be employed, and to keep such training plans current and consistent with the changing needs of the City.
 - b. Identification of training needs common to all City departments, and coordination with Department Executives in the development and implementation of centralized Citywide training programs.
 - c. Provide information on training and educational programs and make available to departments information regarding the various types of training resources applicable to their programs.
 - d. Provide technical assistance to all departments in the planning and execution of their training programs, and provide for or assist in arrangements for facilities, equipment and training materials to be used in their programs.
 - e. Provide recognition upon completion of training programs by the issuance of appropriate certificates for Department Executives to present to employees, and maintain records of training activities.
 - f. Evaluate and report to the Department Executives and City Manager the results of departmental and Citywide training programs.

SECTION B. MOU COPIES

The City will provide to the BMA, 90 days from signing the MOU, at no cost, at least 100 printed copies of this collective bargaining agreement and will place this MOU on the City's website. The printed copies will be 8 ½ inches by 11 inches.

SECTION C. PROFESSIONAL DEVELOPMENT

Effective July 1, 2006, the Professional Development amount of \$42.00 per month will be included in the fringe benefit contribution as a separate line item. Effective December 16, 2007 upon implementation of the Oracle Payroll software, the Professional Development amount will be paid to employees in equal amounts of \$19.38 over the 26 pay periods throughout each year.

SECTION D. CITY ASSOCIATION RELATIONS

1. Except in cases of emergency, the City shall give reasonable written notice to the BMA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall give the BMA the opportunity to meet and

confer in good faith. In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

SECTION E. NO STRIKE - NO LOCKOUT

During the term of this Agreement, neither the Association nor its agents will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work of the City. During the term of this agreement, neither the City nor its agents will authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

SECTION F. UNIFORMS

All employees who are currently provided uniforms shall continue to receive such uniforms as required. The uniforms will be of a quality and style no less than that agreed to in the past.

For all such employees, replacement uniforms shall be provided as needed. However, for security purposes employees will bear the responsibility of returning all uniforms (including patches) prior to the replacement of these uniforms. In addition, all uniforms (including patches) will be returned to the City upon the employee's separation from the City services.

SECTION G. NEPOTISM POLICY

1. STATEMENT

The City of Burbank, for business reasons of supervision, safety, security, or morale may refuse to place a new hire or promotional candidate under the direct supervision of a relative.

- a. The City may refuse to place a new hire or promotional candidate in the same department, division or facility if the situation may result in potential conflicts of interest or other hazards greater for relatives than for other persons.
- b. If co-employees marry or fellow employees become relatives by marriage as a result of the marriage of others, either inside or outside the organization, the City shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale.

2. DEFINITIONS

For purposes of this policy, the term "relative" and "direct supervisor" shall be defined as follows:

- a. The term "relative" includes wife, husband, registered domestic partner, son, daughter, mother, father, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandchild, stepparent, stepchild, or any other relatives living in the

same household.

- b. The term “direct supervisor” is the person that assigns, prioritizes, and evaluates the employee’s work.

3. PROCEDURE

In order to carry out this policy, the following procedures are established:

- a. Management Services Department will ascertain if new hires or promotional candidates are related to current employees in the City.
- b. Failure to disclose such relationship will result in disqualification from consideration for employment or promotion.
- c. Management Services Department will notify the appointing department(s) of such relationships and ask the Department Executive to:
 - (1) Make a determination that no supervision, safety, security or morale issues will arise out of the hiring.
 - (2) Identify and agree to workable accommodations to allow the hire, while avoiding or mitigating the potential negative impacts on supervision, safety, security, or morale.
 - (3) Management Services Department, with the oversight of the City Attorney’s Office, will review the response of the Department Executive and make a recommendation to the City Manager.
 - (4) In the event the department and Management Services Department disagree, the City Manager’s Office will make the final decision.

4. PROMOTIONAL CANDIDATE APPEAL PROCESS

If a promotional candidate is rejected on the basis of this policy, they shall have the right to appeal the decision through an Administrative Appeal Procedure. The Administrative Appeal Procedure is as follows:

- a. The candidate, upon notification of rejection, may, within three (3) working days, file a written appeal of the decision with the Management Services Director. The written submission must include the specific basis for the appeal under the policy.
- b. The Management Services Director will review the matter and respond to the appellant within five (5) working days of receipt of the appeal.
- c. If the appeal is denied by the Management Services Director, the candidate may, within three (3) working days, appeal the decision

to the City Manager or his/her designee.

- d. The City Manager or his/her designee will review the matter and respond to the appellant within five (5) working days. The decision of the City Manager or his/her designee is final.

SECTION H. CRAFT AND PROFESSIONAL LICENSES

The City will pay for or reimburse fees for all licenses, certificates, examinations or training that it requires of employees in their present positions. This includes, but is not limited to professional fees, Class A or B Driver's licenses, water treatment certificates, FCC licenses, toxic material certificates, smog certificates, and back-flow valve certificates. This provision does not include remedial training or preparation for advancement. All employees as above, who need to maintain and renew their licenses for work which they do for the City, shall be given adequate time off with pay in order to take such renewal examinations.

SECTION I. FINGERPRINTING

Employees will be subject to fingerprinting as required by government regulations.

ARTICLE XX MERIT PAY PLAN

The BMA has agreed to suspend the Merit Pay program for the duration of this contract.

SECTION A. GUIDELINES

1. SETTING GOALS

The key features of the process are as follows:

- a. The supervisor and subordinate meet and prepare a list of prioritized duties and areas of responsibility of the individual's job.
- b. The supervisor in cooperation with the subordinate set short-term performance goals or targets for the subordinate, consistent with the above by the end of the first quarter of the fiscal year. The supervisor guides the goal-setting process to ensure that it relates to the realities and needs of the organization. Qualitative and quantitative goals, as appropriate, should be set at the proper level of difficulty for the position. Goals which describe a desired result and/or level of effort are preferable to ones that only state a desired result. The supervisor shall set priorities and criteria for assessing results. This rating shall be indicative of the subordinate's success in achieving the goals.
- c. From time to time, more often than once per year, the supervisor and subordinate meet to evaluate the progress toward the goals. At these meetings, new or modified goals can be set, as appropriate, due to changed circumstances.
- d. No later than early May of each year, the parties will meet to discuss the subordinate's performance and discuss level of accomplishment. The process focuses upon reviewing the results in attaining the goals.

2. DISBURSEMENT

- a. Merit Pay shall be included in the paycheck that includes the date of June 10th and shall be made in accordance with the Merit distribution process described herein subject to the tax withholding rate set by IRS Regulations. If the Merit Pay is not included in a regular check with normal withholding rates, the employee has the right to set the withholding rate for the check. All employees in the BMA classification shall be eligible for Merit Pay. (Section AP I-38 7/1/96 in effect fiscal year 1996-1997)
- b. The City will provide the BMA with the eligible BMA annual payroll in AP I-38 and a summary report of the total amounts disbursed by July 1st of the fiscal year.

- c. The total Merit Pay Pool available to a supervisor for distribution shall be equal to 2.5% of the basic eligible payroll corresponding to the BMA positions in his/her organizational unit net of any prior payments.
- d. At retirement, or upon leaving the City, a BMA employee shall be eligible to receive prorated Merit Pay based on length of active service during the fiscal year in which the employee leaves.
- e. The Department Executive retains all rights to review and approve, disapprove or modify any supervisor's recommendations.

ARTICLE XXI

RECRUITMENT AND SELECTION

SECTION A. EXPEDITED HIRING

All classifications represented by the Burbank Management Association are subject to expedited hiring. Expedited hiring means that the Management Services Department and the hiring department will determine the appropriate process to recruit and select employees.

SECTION B. EDUCATION AND EXPERIENCE

Classifications represented by BMA shall contain the following statement on job specifications and bulletins:

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance as determined by the City.

SECTION C. SIGNING AND RETENTION BONUS

The City, at its sole discretion, has the option of providing signing or retention bonuses, up to a maximum of 5.25% of salary, for any classification for which the City is experiencing difficulty in recruiting or retaining. This additional funding will not be included in the salary survey. The City will notify the BMA prior to application of this Section to any specific position.

ARTICLE XXII SAVINGS CLAUSE

SECTION A. RENEGOTIATION

If any term or provision of this Agreement is found to be in violation of any City, County, State, or Federal law, the parties agree to meet promptly, and as often as necessary, to expeditiously renegotiate this term or provision. All other terms and provisions of this agreement shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date. Mandatory subjects for bargaining not specifically modified by this agreement shall remain in full force and effect.

SECTION B. CONTROL

If any rule or regulation conflicts with this document or is superseded by this document, this Memorandum of Understanding is controlling.

SECTION C. FAIR LABOR STANDARDS ACT

The parties understand that many of the employees covered by this agreement may not be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C., Section 201 et seq. (FLSA). But, to the extent that any provision herein conflicts with the FLSA, employees covered by the FLSA shall receive benefits required there under and any additional benefits set forth herein if compatible with FLSA.

ARTICLE XXIII

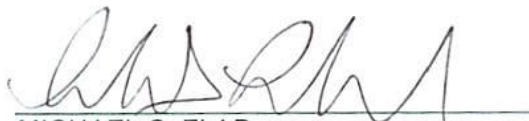
TERM OF MEMORANDUM OF UNDERSTANDING

SECTION A. TERM

In witness whereof, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding on December 20, 2010. The term of this agreement shall be from December 20, 2011 until June 23, 2012.

In witness whereof, the parties hereto have caused their authorized representatives to execute this Memorandum of Understanding on this date to be effective the 20th day of December 2011, and as provided herein.

ON BEHALF OF THE
CITY OF BURBANK:



MICHAEL S. FLAD
City Manager



JUDIE WILKE
Management Services Director



CARRIE MATSON
Deputy Financial Services Director



JOAQUIN BUSQUETS
Human Resources Manager



ERICKA REINKE
Administrative Analyst II

ON BEHALF OF THE BURBANK
MANAGEMENT ASSOCIATION:



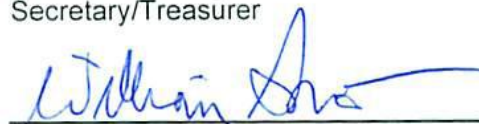
TERI KACZMAREK
President



KEVIN MITCHELL
Vice President



PATRICE SAMKO
Secretary/Treasurer



WILLIAM SMITH
BMA Business Agent



DAVID CLISHAM
BMA Attorney



STEVEN ARAGON
Director



TOM LAWRENCE
Director



KAREN MCMURRAY
Director



SCOTT MELLON
Director

DATE: January 23, 2012

EXHIBIT A

AFFECTED EMPLOYEES CLASSIFICATION TITLES (REPRESENTED EMPLOYEES)

ACCOUNTING & AUDIT MANAGER
ADMINISTRATIVE ANALYST I (Excluding City Manager's Office & Management Services Department)
ADMINISTRATIVE ANALYST II (Excluding City Manager's Office & Management Services Department)
ADMINISTRATIVE TECHNICIAN
ANIMAL SHELTER SUPERINTENDENT
APPLICATIONS DEVELOPMENT ANALYST II
APPLICATIONS DEVELOPMENT ANALYST III (Excluding Payroll/Labor ADP III)
APPLICATIONS DEVELOPMENT ANALYST IV
ASSISTANT POWER PRODUCTION SUPERINTENDENT

BUILDING INSPECTOR II*
BUILDING INSPECTOR III*
BUILDING INSPECTION MANAGER
BUSINESS DISTRICT MANAGER

COLLECTIONS SYSTEMS SUPERVISOR
COMMUNICATIONS NETWORK ENGINEER
CONSTRUCTION SUPERINTENDENT
CRIME ANALYST*
CUSTODIAL SUPERVISOR*
CUSTOMER PROGRAMS COORDINATOR

DATABASE ADMINISTRATOR I*
DATABASE ADMINISTRATOR II
DATABASE ADMINISTRATOR III
DEPUTY BUILDING OFFICIAL
DEPUTY CITY PLANNER
DEPUTY HOUSING & REDEV MANAGER

EMS NURSE SPECIALIST
ENERGY TRADER/SCHEDULER
ENVIRONMENTAL & SAFETY MANAGER

FACILITIES MAINTENANCE MANAGER
FINANCIAL ACCOUNTING MANAGER/BWP
FINANCIAL ANALYST
FINANCIAL PLANNING AND RISK MANAGER
FINANCIAL SYSTEMS MANAGER
FLEET MANAGER/BWP
FLEET SERVICES SUPERVISOR*
FLEET SUPERINTENDENT
FORESTRY SERVICES MANAGER

GRANTS COORDINATOR
GRANTS & REVENUE MANAGER

HOUSING DEVELOPMENT MANAGER
HOUSING OFFICER

INFORMATION SYSTEMS ANALYST II*
INFORMATION SYSTEMS ANALYST II (BWP)
INFORMATION SYSTEMS ANALYST III
INFORMATION SYSTEMS ANALYST IV

JAIL MANAGER*

LANDFILL SUPERVISOR*
LANDSCAPE SERVICES MANAGER
LEGISLATIVE ANALYST
LIABILITY CLAIMS COORDINATOR
LICENSE AND CODE MANAGER
LITERACY COORDINATOR

MANAGEMENT CLERK*
MANAGEMENT INTERN*
MANAGER COMMUNICATION SYSTEMS
MANAGER CUSTOMER SERVICES OPERATIONS
MANAGER ELECTRICAL DISTRIBUTION
MANAGER ELECTRICAL DISTRIBUTION-G
MANAGER ELECTRICAL EQUIPMENT
MANAGER ENERGY CONTROL CENTER
MANAGER SECURITY SYSTEMS
MANAGER TELECOMMUNICATIONS & FACILITIES
MANAGER TECHNOLOGY
MANAGER T & D ENGINEERING
MANAGER WATER ENGINEERING/PLANNING
MANAGER WATER PRODUCTION/OPERATIONS
MARKETING ASSOCIATE
MARKETING MANAGER

NETWORK SUPPORT ANALYST II*
NETWORK SUPPORT ANALYST III*
NETWORK SUPPORT ANALYST IV

OPERATIONS SYSTEMS ANALYST I*
OPERATIONS SYSTEMS ANALYST II*
OPERATIONS SYSTEMS ANALYST III

PARKING ANALYST
PERMIT COORDINATOR
PLAN CHECK ENGINEER

PLAN CHECK MANAGER
POLICE RECORDS MANAGER
POWER PROD ENGINEER
POWER PROD MANAGER
POWER RESOURCES MANAGER
PRINCIPAL ACCOUNTANT
PRINCIPAL CIVIL ENGINEER
PRINCIPAL CIVIL ENGINEER/BWP
PRINCIPAL ELECTRICAL ENGINEER
PRINCIPAL PLAN CHECK ENGINEER
PRINCIPAL PLANNER
PRINCIPAL POWER ENGINEER
PRINCIPAL POWER SYSTEM OPERATOR
PRINCIPAL UTILITY ACCT ANALYST
PROJECT & REAL ESTATE MANAGER
PUBLIC INFORMATION SPECIALIST
PUBLIC WORKS SUPERVISOR*
PURCHASING MANAGER

RECORDS MANAGEMENT COORDINATOR
RECREATION SERVICES MANAGER
RECYCLING COORDINATOR
RECYCLING SPECIALIST
REDEVELOPMENT PROJECT MANAGER

SAFETY COORDINATOR*
SAFETY OFFICER
SENIOR ADMINISTRATIVE ANALYST
SENIOR BUYER
SENIOR CIVIL ENGINEER/ BWP
SENIOR CIVIL ENGINEER
SENIOR CIVIL ENGINEERING ASSOCIATE
SENIOR COLLECTIONS SPECIALIST
SENIOR CONSERVATION ADVISOR
SENIOR ELECTRICAL ENGINEER
SENIOR PLAN CHECK ENGINEER
SENIOR PLANNER
SENIOR RANGE MASTER/ARMORER*
SENIOR REDEVELOPMENT PROJECT MANAGER
SENIOR UTILITY ACCTG ANALYST
SOLID WASTE SUPERVISOR
STATION MANAGER/SENIOR PRODUCER*
SUPERVISING CONSTRUCTION INSPECTOR*
SUPERVISING LIBRARIAN

TECHNICAL SUPPORT ANALYST III*
TECHNICAL SUPPORT ANALYST IV
TRAFFIC SIGNAL MAINT SUPV*
TRANSPORTATION MGT CTR MGR

TRANSPORTATION SERVICES MANAGER

UTILITY RATES AND PROGRAMS ANALYST

VETERINARIAN

VIDEO PRODUCTION SUPERVISOR

WAREHOUSE MANAGER/BWP

WATER MAINTENANCE/CONSTRUCTION SUPERINTENDENT

WORKERS' COMPENSATION ADMINISTRATOR

WORKERS' COMPENSATION COORDINATOR

Any organizational change that results in a "Z" group manager, whose classification is listed in this Exhibit, not reporting directly to a Department Executive will move that manager under BMA representation. Any organizational change which results in a BMA member reporting directly to a Department Executive in the capacity of a Division Manager, will move that manager out of BMA representation.

***These classifications are part of the BMA Supervisory/Professional Unit and are all subject to Overtime Compensation.**

EXHIBIT B

AFFECTED CONFIDENTIAL EMPLOYEES

The following classifications (positions) are designated as "confidential employees" per the City's Employer/Employee Relations Ordinance and are covered by the provisions of this agreement:

ADMINISTRATIVE ANALYST I	(Financial Services)
ADMINISTRATIVE ANALYST II	(Financial Services)
SENIOR ADMINISTRATIVE ANALYST	(Financial Services)

EXHIBIT C

CITY OF BURBANK B. M. A. TITLES WITH BIWEEKLY SALARY RANGES

TITLE		
ACCTG&AUDIT MGR	3688.49	4481.51
ADM ANALYST I (M)	1810.08	2199.25
ADM ANALYST II (M)	2323.30	2822.81
ADM TECH	2089.62	2538.89
ANIMAL SHELTER SUPT	3183.44	3867.88
APPLS DEV ANALYST II	2404.82	2921.86
APPLS DEV ANALYST III (M)	3001.57	3646.91
APPLS DEV ANALYST IV	3557.28	4322.10
AST PWR PROD SUPT	4159.16	5053.38
BLDG INSP II	2242.77	2724.96
BLDG INSP III	2487.24	3022.00
BLDG INSPECTION MGR	2946.07	3579.48
BUSINESS DISTRICT MGR	3849.40	4677.02
COLLECTIONS SYSTEMS SUPV	3094.15	3759.83
COMMUNICATIONS NETWORK ENG	3846.77	4673.82
CONST SUPT	3058.10	3715.59
CRIME ANALYST	2343.15	2846.93
CUST PROGRAMS CORD	2350.41	2855.75
CUSTODIAL SUPV	2127.65	2585.10
DATABASE ADMSTR I	3086.63	3750.25
DATABASE ADMSTR II	3519.19	4275.82
DATABASE ADMSTR III	4001.94	4862.36
DEP BLDG OFFICIAL	4073.78	4949.64
DEP CTY PLNER	3849.42	4677.05
DEP HSG&RED MGR	4101.72	4983.59
EMS NURSE SPECIALIST	3435.74	4174.42
ENERGY TRADER-SCHEDULER	5181.69	6295.85
ENVIRONMENTAL & SFTY MGR	3659.09	4445.80
FACILITIES MAINT MGR	3058.09	3715.58
FINANCIAL ACCTG MGR-BWP	3619.41	4397.58
FINANCIAL ANALYST	3149.15	3826.22
FINANCIAL PLNG&RK MGR	4017.60	4881.39
FINANCIAL SYS MGR	3688.49	4481.51
FLEET MGR-BWP	3241.87	3938.87
FLEET SRVS SUPV	2947.15	3580.79
FLEET SUPT	3272.65	3976.27
FORESTRY SRVS MGR	3132.88	3806.45
GRANTS CORD	2941.51	3573.94
GRANTS & REVENUE MGR	3756.54	4564.20
HSG DEV MGR	3517.97	4274.33

HSG OFCR	3595.45	4368.47
INFO SYS ANALYST II	2404.82	2921.86
INFO SYS ANALYST III	3001.57	3646.91
INFO SYS ANALYST IV	3557.28	4322.10
JAIL MGR	3135.51	3809.65
LANDFILL SUPV	2947.15	3580.79
LANDSCAPE SRVS MGR	3411.70	4145.22
LEGISLATIVE ANALYST	2938.02	3569.69
LIABILITY CLAIMS CORD	2261.20	2747.36
LICENSE AND CODE MANAGER	2836.83	3446.75
LITERACY CORD	2612.54	3174.24
MGR COMMUNICATION SYS	3907.16	4747.20
MGR CUST SERV OPERATIONS	3256.98	3957.23
MGR ELEC DIST	4889.99	5941.34
MGR ELEC DIST-G	5183.39	6297.82
MGR ELEC EQUIP	4341.29	5274.67
MGR ENERGY CTRL CTR	5464.62	6639.23
MGR SECURITY SYSTEMS	4428.09	5380.13
MGR TECHNOLOGY	4428.09	5380.13
MGR TELECOMMS&FACILITIES	4585.38	5571.23
MGR TRNSMISSN&DIST ENGR	5181.69	6295.85
MGR WTR ENGRNG-PLNG	4663.86	5666.59
MGR WTR PROD-OPERATIONS	3763.96	4573.21
MGT CLK	1642.49	1995.63
MGT INTERN (M)	1220.41	1482.80
MRKTG ASSOC	3474.46	4221.47
MRKTG MGR	3917.36	4759.59
NETWK SUPPORT ANALYST II	2280.21	2770.45
NETWK SUPPORT ANALYST III	2841.22	3452.08
NETWK SUPPORT ANALYST IV	3557.28	4322.10
OPERATING SYS ANALYST I	2361.85	2869.65
OPERATING SYS ANALYST II	2691.93	3270.69
OPERATING SYS ANALYST II	3023.70	3673.79
PARKING ANALYST	2489.99	3025.34
PERMIT CORD	1982.53	2408.78
PLAN CHECK ENG	2576.55	3130.51
PLAN CHECK MGR	3179.88	3863.86
POL RCRDS MGR	3266.44	3968.73
PRIN ACCOUNTANT	3403.50	4135.25
PRIN CIVIL ENG (M)	4239.88	5151.45
PRIN CIVIL ENG-BWP	4239.88	5151.45
PRIN ELEC ENG	4710.92	5723.54
PRIN PLAN CHECK ENG	3179.88	3863.56
PRIN PLNER	3329.74	4045.63
PRIN PWR ENG	4710.92	5723.54

PRIN PWR SYSTEM OP	4222.22	5130.00
PRIN UTILITY ACCTG ANALYST	3148.88	3825.89
PROJ&REAL ESTATE MGR	3552.45	4316.23
PUBLIC INFO SPECIALIST	2424.78	2946.11
PURCHASING MGR	3651.60	4436.70
PW SUPV	2947.15	3580.79
PWR PROD ENG	4222.22	5130.00
PWR PROD MGR	5464.62	6639.23
PWR RESOURCES MGR	5464.62	6639.23
RCRDS MGT CORD (M)	2580.51	3135.32
REC SRVS MGR	2941.80	3574.29
RECYCLING CORD	3023.01	3672.96
RECYCLING SPECIALIST	2589.82	3146.63
RED PROJ MGR	3595.45	4368.47
SFTY CORD	2664.02	3236.79
SFTY OFCR	3160.77	3840.34
SOLID WASTE SUPV	2947.15	3580.79
SR ADM ANALYST (M)	2701.09	3281.82
SR BUYER	3249.60	3948.26
SR CIVIL ENG	3752.29	4559.03
SR CIVIL ENG-BWP	3752.29	4559.03
SR CIVIL ENGNRG ASSOC	3094.89	3760.29
SR COLLECTIONS SPECIALIST	2362.74	2870.73
SR CONSERVATION ADVISOR	2193.72	2665.37
SR ELEC ENG	3986.29	4843.34
SR PLAN CHECK ENG	2765.27	3359.80
SR PLANNER	3079.84	3742.01
SR RANGEMASTER-ARMORER	2860.03	3474.94
SR RED PROJ MGR	3849.40	4677.02
SR UTILITY ACCTG ANALYST	2859.42	3474.20
STATION MGR-SR PRODUCER	2424.79	2946.12
SUPVG CONST INSP	2673.88	3248.77
SUPVG LIBRARIAN	2462.07	2991.41
TECHNL SUPPORT ANALYST I	2383.13	2895.50
TECHNL SUPPORT ANALYST I	2898.63	3521.83
TRAF SIGNL MAINT SUPV	2947.28	3580.94
TRANS MGT CTR MGR	3480.37	4228.65
TRANS SRVS MGR	3138.20	3812.91
UTILITY RATES & PRGRMS ANALYST	3307.81	4018.99
VETERINARIAN	3729.72	4531.61
VIDEO PROD SUPV	2396.49	2911.74
WAREHOUSE MGR-BWP	3060.77	3718.83
WORKERS' COMP ADMSTR	3182.72	3867.00
WORKERS' COMP CORD	2457.63	2986.02
WTR MAINT-CONST SUPT	3763.96	4573.21

The current salary listing is always available on the City's website.

The above list of represented classifications and salaries may be modified upon completion of the FLSA reorganization and movement of positions.

EXHIBIT D

SURVEY METHODOLOGY

The parties agree that the following language is the survey methodology to be used during the life of this contract.

UTILITY

The following classifications are considered to be utility benchmarks. These classifications will have a four-agency survey of Glendale, Pasadena, Riverside and Anaheim. The comparable classifications in these various agencies are listed below. All classifications tied to these benchmarks(*), as listed below, will be eligible for the same adjustments, except as otherwise specified.

ASSISTANT POWER PRODUCTION SUPT (95% of Cities Surveyed)

ENVIRONMENTAL & SAFETY MANAGER

FINANCIAL ACCOUNTING MANAGER/BWP

- Financial Analyst (87% of Benchmark)
- Financial Planning & Risk Manager (111% of Benchmark)
- Principal Utility Accounting Analyst (87% of benchmark)
- Senior Utility Accounting Analyst (79% of Benchmark)

LEGISLATIVE ANALYST

MANAGER CUSTOMER SERVICE OPERATIONS

Due to the scope/functions of the comparable positions, Burbank's salary should be 85% of Anaheim's & Glendale's comparable positions, and an average of Riverside's Customer Service Manager (SCM) and Field Service Manager (FSM) positions.

MANAGER ELECTRICAL EQUIPMENT (+ IBEW Electrical)

- Manager Communications System (90% of Benchmark)
- Manager Electrical Distribution (100% of Benchmark)
- Manager Energy Control Center

Provide greater of survey or 120% of IBEW direct reports for Manager Electrical Equipment, Manager Electrical Distribution and Manager Communications Systems

MANAGER WATER PRODUCTION/OPERATIONS

- Water Maintenance/Construction Superintendent (100% of Benchmark)

Provide Water Supervisor greater of survey or 120% of Pipefitter Operator. If 120% of Pipefitter Operator is greater than Survey for the Water Supervisor position, then the Benchmark and classification of Water Maintenance/Construction Superintendent will be adjusted to maintain the same internal Relationship as set above.

MARKETING MANAGER

- Customer Programs Coordinator (60% of Benchmark)
- Senior Conservation Advisor (56% of Benchmark)
- Marketing Associate

POWER PRODUCTION ENGINEER
PRINCIPAL CIVIL ENGINEER/BWP

Manager Water Engineering/Planning (110% of Benchmark)
Senior Civil Engineer/BWP (88.50% of Benchmark)
Principal Civil Engineer (100% of Benchmark)
Senior Civil Engineer (88.50% of Benchmark)
Senior Civil Engineer Associate (82.48% of Senior Civil Engineer)

PRINCIPAL ELECTRICAL ENGINEER

Energy/Trader Scheduler (110% of Benchmark)
Manager Energy Control Center (116% of Benchmark)
Manager T&D Engineering (110% of Benchmark)
Manager Telecommunications & Facilities (91.15% of Benchmark)
Power Resources Manager (100% of Benchmark)
Principal Power Systems Operator (95% of Benchmark)
Principal Power Engineer
Power Production Manager
Senior Electrical Engineer (82.15% of Benchmark)

WAREHOUSE MANAGER/BWP

GENERAL GOVERNMENT

The following classifications are considered to be general government benchmarks. These classifications will have a twelve-agency survey of Anaheim, Garden Grove, Glendale, Huntington Beach, Inglewood, Long Beach, Pasadena, Riverside, Santa Ana, San Bernardino, Santa Monica, and Torrance. All classifications tied to these benchmarks(*), as listed below, will be eligible for the same adjustments except as otherwise specified.

ACCOUNTING & AUDIT MANAGER

Financial Systems Manager
Principal Accountant

PURCHASING MANAGER

Senior Buyer (89% of Purchasing Manager or 88% of Benchmark)

ADMINISTRATIVE ANALYST I

Senior Collections Specialist
Senior Administrative Analyst

ADMINISTRATIVE ANALYST II (Z)

Administrative Technician

ASSISTANT FINANCIAL SERVICES DIRECTOR (Z)

Grants and Revenue Manager

ASSISTANT INFORMATION TECHNOLOGY DIRECTOR-APPLICATION SERVICES (Z)

Applications Development Analyst IV
Database Administrator
Information Systems Analyst IV
Network Support Analyst IV

Operating Systems Analyst III

ASSISTANT MANAGEMENT SERVICES DIRECTOR-LABOR RELATIONS AND HUMAN RESOURCES (Z)

Safety Officer

BUILDING INSPECTOR II

Building Inspection Manager

Building Inspector III

Deputy Building Official

Permit Coordinator

Plan Check Engineer

Principal Plan Check Engineer

Senior Plan Check Engineer

CRIME ANALYST

EMS NURSE SPECIALIST

ENVIRONMENTAL AND SAFETY MANAGER

EXECUTIVE ASSISTANT (Z)

Management Clerk

FLEET SERVICES SUPERVISOR

Construction Superintendent

Custodial Supervisor

Facilities Maintenance Manager

Fleet Manager/BWP (110% of Benchmark)

Fleet Superintendent

Landfill Supervisor (100% of Benchmark)

Public Works Supervisor (100% of Benchmark)

Recycling Coordinator

Recycling Specialist

Solid Waste Supervisor (100% of Benchmark)

Traffic Signal Maintenance Supervisor

Transportation Management Center Manager

FORESTRY SERVICES MANAGER

Landscape Services Manager

INFORMATION SYSTEMS ANALYST III

Applications Development Analyst II

Applications Development Analyst III

Database Administrator I

Database Administrator II

Information Systems Analyst II

Network Support Analyst II

Network Support Analyst III

Operations Systems Analyst I

Operations Systems Analyst II

Technical Support Analyst III

Technical Support Analyst IV

JAIL MANAGER

Police Records Manager
Senior Rangemaster/Armorer
Veterinarian

MANAGEMENT INTERN**PRINCIPAL PLANNER**

Business District Manager
Deputy City Planner
Deputy Housing and Re-development Manager
Employee Rideshare & Outreach Coordinator (75.21% of Benchmark)
Grants Coordinator
Housing Officer
Housing Development Manager
Parking Analyst
Project & Real Estate Manager
Redevelopment Project Manager
Senior Planner
Senior Redevelopment Project Manager

PURCHASING MANAGER

Senior Buyer

RECREATION SERVICES MANAGER**STATION MANAGER/SENIOR PRODUCER**

Public Information Specialist
Video Production Supervisor

SUPERVISING CONSTRUCTION INSPECTOR**SUPERVISING LIBRARIAN**

Literacy Coordinator

TRANSPORTATION SERVICES MANAGER**WORKERS' COMPENSATION COORDINATOR**

Liability Claims Coordinator
Records Management Coordinator (105% of Benchmark)
Safety Coordinator
Workers' Compensation Administrator

EXHIBIT E

ISSUES TO BE DISCUSSED BY THE JOINT LABOR MANAGEMENT COMMITTEE DURING THE TERM OF THE MOU

1. The City and BMA agree to discuss the movement of non-economic positions between bargaining groups and final implementation of the FLSA audit.
2. The City and BMA agree to redefine the Merit Pay Plan.
3. Discussion of modifying the LTD/STD Plan.
4. Discussion of Energy/Trader Scheduler salary compaction issues.
5. The City and BMA agree to discuss the modification of the current PERS medical program.
6. The City and BMA agree to discuss modification of Workers' Comp rules.

EXHIBIT F
MEDIATION OF GRIEVANCES AND ARBITRATIONS

1. Initiation of Mediation

Prior to requesting arbitration for a grievance or discipline, the BMA or the City may request that the grievance be submitted to mediation, pursuant to the provisions of this section of the MOU. If both the BMA and the City agree, the matter may be submitted to mediation.

2. Appointment of Mediator

The parties may agree upon a mediator. In the event the parties cannot agree on a mediator they shall appoint a mediator from the list of seven arbitrators from the California State Mediation and Conciliation Service in the same manner as for the arbitrations.

3. Qualifications of Mediator

Prior to accepting an appointment, the prospective mediator shall disclose any circumstance likely to create a presumption of bias or prevent a prompt meeting with the parties.

4. Vacancies

If any mediator shall become unwilling or unable to serve, the parties will appoint another mediator as provided for in Article XIII, Section B.4 or Article XIV.D.2.

5. Representation

Persons of the party's choice may represent any party.

6. Date, Time and Place of Mediation

The mediator shall fix the date and the time of each mediation session. The mediation shall be held in the City of Burbank.

7. Identification of Matters in Dispute

At least ten (10) days prior to the first scheduled mediation session, each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, the parties may mutually exchange such memoranda.

At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issues presented.

The mediator may require any party to supplement such information.

8. Authority of Mediator

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation would not contribute to a resolution of the dispute between the parties.

9. Privacy

Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

10. Confidentiality

The mediator shall not divulge confidential information disclosed to a mediator by the parties or by witnesses in the course of the mediation. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential, and shall not be subject to discovery or release, except as provided for in Appendix J. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum. Matters discussed in mediation shall be considered confidential and privileged to the maximum extent of California law.

The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial, or other proceeding:

- a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
- b. Admissions made by another party in the course of the mediation proceedings;
- c. Proposals made or views expressed by the mediator; or
- d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

11. Written Agreement

A written agreement reached by the parties in the course of the mediation is admissible in any subsequent proceeding to enforce its terms.

12. No Stenographic Record

There shall be no stenographic record of the mediation process.

13. Termination of Mediation

The mediation shall be terminated:

- a. By the execution of a settlement agreement by the parties;
- b. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or
- c. By a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

14. Exclusion of Liability

The mediator is not a necessary party in judicial proceedings relating to the mediation.

The mediator shall not be liable to any party for any act or omission in connection with any mediation conducted under these rules.

15. Interpretation and Application of Rules

The mediator shall interpret and apply these rules insofar as they relate to the mediator's duties and responsibilities.

16. Expenses

The party producing any witness shall pay that witness' expenses. All other expenses of the mediation (including required traveling and other expenses of the mediator and the cost of any proofs or expert advice produced at the direct request of the mediator) shall be borne equally by the parties unless they agree otherwise.

EXHIBIT G

ARBITRATION RULES AND PROCEDURES

1. Joint Submission Statement:

Ten (10) days prior to the hearing by an arbitrator, representatives of the parties shall meet and prepare a submission statement setting forth the issues to be submitted to the arbitrator and exchange evidentiary documents. In the event the parties cannot jointly agree on a submission statement then at the hearing each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issues to be resolved.

2. Discovery, Hearing and Authority of the Arbitrator

- a. Except for Code of Civil Procedure Section 1282.6 relating to the power to issue subpoenas and Code of Civil Procedure Section 1284, relating to the correction of awards, the provisions of the Code of Civil Procedure dealing with arbitrations (CCP Sections 1282 – 1284.3) shall not apply to arbitrations conducted pursuant to this Memorandum of Understanding. The grievant and the City shall disclose all information to each other pertaining to the grievance or discipline. The arbitrator shall have jurisdiction over all aspects of the arbitration including evidentiary rulings and discovery requests.
- b. Employees called as witnesses during the course of the arbitration hearing shall be released for that purpose without loss of compensation or benefits. Witnesses will be subject to subpoena issued by the arbitrator, at the request of either the BMA or the City, and enforceable by the City.
- c. The fee and expenses of the arbitrator and the cost of a written transcript, including the cost of the court reporter, shall be borne equally by the parties. In the event the Association is not the grievant in the grievance or arbitration, the individual employee or group of employees shall reimburse the Association for their share of the fees and expenses of the arbitrator and court reporter.

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