

Memorandum of Understanding  
between the  
City of Burbank  
and the  
Burbank Management  
Association



July 2005 through June 2008





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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 Exhibits 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) that does not reporting directly to a Department Head will move the manager under BMA representation. Any organizational change which results in a BMA classification reporting directly to a Department Head in the capacity of a Division Head 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.

### **SECTION E. LIMITATIONS ON LENGTH OF TEMPORARY EMPLOYMENT**

No person shall be employed by the City under temporary appointment to one or more positions in the Civil Service Systems for a total of more than six (6) months in any twelve (12) month period unless approved by the Civil Service Board.

**ARTICLE II  
SALARY AND COMPENSATION**

**SECTION A. SALARY SCHEDULE**

- A.1. Year 1 Salary: The City will increase salaries in pocket as shown on Exhibit F to be effective July 1, 2005 for BWP positions and November 1, 2005 for all other positions. These in-pocket adjustments do not affect the employees normal movement within the range as outlined in Section C.2. of this Article. Wages and equity adjustments above the in-pocket increases are at the discretion of the individual Department Director and will be in accordance with the provisions of the MOU including but not limited to Section C.2. of this Article.
  
- A.2. Year 2 Salary: Salaries will be increased in-pocket (except for equity adjustments) based on survey data available as of June 15, 2006. Survey adjustments will be capped at 3.00% of the total BMA budgeted salaries. The in-pocket increase will only be given to employees with satisfactory or above evaluations. These in-pocket adjustments do not affect the employees normal movement within the range as outlined in Section C.2. of this Article. Equity adjustments will be at the discretion of the individual Department Directors and processed by PAF. All wages and equity adjustments above the in-pocket increases will be in accordance with the provisions of the MOU including but not limited to Section C.2. of this Article.
  
- A.3. Year 3 Salary: Salaries will be increased in-pocket (except for equity adjustments) based on survey data available as of June 15, 2007. Survey adjustments will be capped at 3.00% of the total BMA budgeted salaries. The in-pocket increases will only be given to employees with satisfactory or above evaluations. These in-pocket adjustments do not affect the employees normal movement within the range as outlined in Section C.2. of this Article. Equity adjustments will be at the discretion of the individual Department Directors and processed by PAF. All wages and equity adjustments above the in-pocket increases will be in accordance with the provisions of the MOU including but not limited to Section C.2. of this Article.

**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 head'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 appointments made, exclusive of transfers, classification shall be deemed to commence as follows:

- A. On the first day of the month for employees appointed between the first and fifteenth day of such month;
- B. On the first day of the following month for employees appointed between the sixteenth day of the month and the end of the month.

**2. MOVEMENT WITHIN THE RANGE**

A. 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. Heads of departments 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 head of a department with regard to an increase or decrease in salary, or refusal to grant any increase in salary, pursuant to the provisions of this agreement, 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 pursuant to the provisions of Section 2-515 of the Burbank Municipal Code or within five days of receipt of his or her copy of a performance evaluation calling for a reduction in pay, request an informal hearing before the City Manager, or his designee, and present evidence as to why the reduction in pay should not occur. The decision of the City Manager or his 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 manager), 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 Managers. 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 designee (currently: Appraisal & Development Guide for Professional, Supervisory and Management Employees). Such evaluation shall be conducted and approved by the head of the department in which the employee is assigned.
3. The head of the department shall also include the City Treasurer and City Clerk. The head of the department shall have the authority to grant merit or performance evaluations.
4. Department Managers 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 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 or 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 a day or two 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 or 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 the 10th and 25th of each month.

#### **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 while such persons are 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 while such persons are assigned to such 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. Principal Building Inspectors regularly assigned to supervise subordinates shall receive an additional 10% of their monthly salary. If, during the duration of this MOU, the BMA believes the supervisor/subordinate relationship causes difficulty with any other positions, the BMA and the City agree to discuss with the appropriate Department Head.
5. 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 desiring to receive the bonus must have their proficiency in a second language evaluated through a standard method: **\$100/month - Full Time Employees**
6. Traffic Signal Supervisor assigned to the Public Works Department Traffic Signal call-out crew shall receive an additional ten percent (10%) of their monthly salary.
7. 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.
8. Employees assigned to the position of Power Production Operations Supervisor shall be paid a base salary which is 91.2% of the base salary paid to the Power Production Superintendent position.



**SECTION H. WORKING OUT-OF-CLASS**

**1. OUT-OF-CLASS**

It is the policy of the City to pay employees for working out-of-class because of a temporary position vacancy. Except for exclusions contained within this Section, the following provisions apply:

A. When the temporary job assignment for employees is in excess of three working days, payment will be effective beginning the first day of working out of class with the exception of assignment to Sewer Construction and Maintenance. In these instances, payment will be effective on the first day of assignment, regardless of the length of assignment. Payment shall be in accordance with Article II, Section B.1.

**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 time performing duties of a higher level which are not generally included in his class specification.

**4. DETERMINING WHETHER A VACANT POSITION SHOULD BE FILLED**

A. Department managers will first determine whether the position must be filled.

B. The department manager will then determine whether the more responsible functions of the position can be assumed by the next higher level.

C. The department manager will then determine whether the balance of duties may be dispersed to a number of other positions.

D. If it is not possible to accommodate the work load using items A, B, and C above, the department manager may recommend that an employee be assigned to work out-of-classification.

E. If employees' feel they are working out-of-class they should discuss it with their immediate supervisor.

**5. 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.

B. Individuals hired specifically to temporarily fill a position vacancy due to illness, vacation, or leave of absence are excluded.

- C. Individuals appointed to work out-of-classification will be selected using the same standards as a promotion and must meet the minimum qualifications of the position to be filled.
  - D. In those rare instances when no employee within the department meets minimum qualifications for the position, eligibility will be based upon possession of the greatest number of standards related to minimum qualifications. Appointments in this case shall be limited to temporary vacancies due to leave, illness, etc., and shall be limited to 30 calendar days.
  - E. The employee must be capable of handling the major duties of the position without any more supervision or instruction than that which would be necessary if the person being replaced was working.
  - F. The mere doing of certain portions of the higher position or only performing the less difficult parts until the position is filled is not working out-of-class.
6. PROVISIONS
- A. The Department Manager shall notify Management Services/Financial Services if the position vacancy continues for a period in excess of five working days.
  - B. Working out of class detail is to be provided to Financial Services no later than three (3) days before the end of each pay period.
  - C. 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. OUT-OF-CLASS APPEAL**

1. If an employee feels that he/she is improperly classified he/she should obtain a Position Information Questionnaire from his/her immediate supervisor or the Management Services Department and fill it out as specified in the cover sheet instructions, and present it to the supervisor. Said instructions will allow the employee to present additional information in writing in the form of a letter or memo.
2. The supervisor will review the request. The supervisor will discuss the request with the Department Manager within ten (10) working days.
3. If the Department Manager determines that the employee is working within the proper classification he/she will notify the employee within ten (10) working days.

4. If the Department Manager feels that a classification change is necessary for a more efficient operation, he/she will prepare a written recommendation to the Management Services Department within ten (10) working days.
5. The Management Services Department shall audit the position and make a recommendation to the City Manager within ninety (90) calendar days. In the event the Management Services Department's recommendation upholds the Out-of-Class Appeal, the employee shall be entitled to Out-of-Class pay commencing on the thirty-first (31st) day of filing the Appeal with the supervisor.
6. An employee may appeal the decision of his/her Department Manager, or the Management Services Department, by filing a written grievance with his/her Department Manager within 15 working days of the decision.

**SECTION J. STANDBY FIRE SAFETY OFFICER HIRING**

1. The City of Burbank ("City") and the Burbank Management Association ("BMA") agree to allow the Fire Chief, in accordance with the State Fire Marshal's Guidelines, to designate miscellaneous fire personnel as Standby Fire Safety Officers. The procedures for Standby Fire Safety Officer hiring are contained within the Burbank Fire Department Policy Manual Article IV (Operations and Procedures), Division 4.11, Section 4.1101 (Standby Safety Officer Calling Procedure) and are applicable to all BMA employees when assigned and working as a FSO.
2. Miscellaneous fire personnel designated as Standby Fire Safety Officers must meet the minimum qualifications as established by the State Fire Marshal's Office. Those minimum qualifications include the following:
  - Completion of Fire Prevention 1A "Fire Inspection Practices";
  - Qualified EMT and/or CPR and First Aid trained;
  - Completion of State Fire Marshal's 3-day course on Motion Picture/Television Fire Safety Officer Training.

**SECTION K. 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. An administrative fee will be charged to employees who elect the out-of-pocket medical expense reimbursement. 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.
  - A. Effective July 1, 2004, the City shall provide a one-time fringe benefit contribution of \$276.60 towards each full time eligible member of the unit who is hired or promoted to a BMA classification between the 16<sup>th</sup> and 31<sup>st</sup> of the month. The full \$276.60 shall apply only to members newly hired on July 16; those members promoted into the BMA after July 16, will receive a pro-rated share, not to exceed \$276.60.
  - B.
    1. 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.
    2. In addition to the §125 Fringe Benefit contribution as provided for in

Section B. 1. 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.

**Year 1 - Effective April 1, 2006**

Type of Plan	Hired Prior to 4-1-06	Hired 4-1-06 or After
Employee only	N/A	Up to \$10.00
2 Party	Up to \$65.81	Up to \$319.00
Family	Up to \$251.81	Up to \$505.00

**Year 2 - Effective December 1, 2006**

Type of Plan	Hired Prior to 4-1-06	Hired 4-1-06 or After
Employee only	N/A	Up to \$39.00
2 Party	Up to \$124.81	Up to \$378.00
Family	Up to \$327.81	Up to \$581.00

**Year 3 - Effective December 1, 2007**

Type of Plan	Hired Prior to 4-1-06	Hired 4-1-06 or After
Employee only	N/A	Up to \$71.00
2 Party	Up to \$187.81	Up to \$441.00
Family	Up to \$409.81	Up to \$663.00

3. 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.
4. 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 the 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.
5. The City shall provide benefits of a Psychological Health Plan at no premium cost to the affected employees, not to exceed \$6.25 per month for each employee.
6. 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 five thousand dollars (\$5,000.00) dollars a month until age sixty five (65) and for Short Term Disability, at least seventy percent (70%) of monthly salary coverage with a maximum payment to the employee of one thousand five hundred dollars (\$1500.00) per week;
  - C. No requirement that the employee exhaust 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 sick or vacation leave.
7. 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 carrier of the psychological health 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 05-06 the cap will be increased to \$32,000; if \$47,000 of Education Tuition Reimbursement is submitted to the City in fiscal year 06-07, 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 Manager.

B. The Department Manager 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 Manager will give notice to the employee as to his decision by his approval signature, or his 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 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 his grade report, receipts for tuition, texts, materials, and fees, to his 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 make a cash reimbursement to the employee if the amount is \$25.00 or less, or by warrant if the amount is over \$25.00.
  - E. A 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 Manager. The Management Services Department will return the grade report or completion certificate to the employee.
3. Eligibility for this program is limited to all employees (exempt or Civil Service) regularly employed for 30 or more hours per week.
  4. Application forms are available from the Management Services Department or from the departmental training officer.
  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 Manager only.



## **ARTICLE IV RETIREMENT**

### **SECTION A. PERS EMPLOYEE CONTRIBUTION**

1. The City's contribution to PERS on behalf of all affected employees shall be the seven percent (7%) contribution.
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 seven percent (7%).
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 seven percent (7%).
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.

### **SECTION B. SURVIVORS BENEFITS**

1. As soon as PERS requirements can be satisfied, 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.
2. The Pre-retirement Death Benefit Option 2 will be implemented as soon as the PERS requirements can be met. This will be implemented at no cost to the Employees.

### **SECTION C. HIGHEST ONE YEAR 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 20024.2 of the California Government Code.

### **SECTION D. TWO PERCENT AT FIFTY FIVE**

The City currently has a contract with the Public Employees Retirement System (PERS) to provide miscellaneous employees with a 2% at 55 retirement benefit plan.

**Section E. 2.5 PERCENT AT AGE 55**

- A. The City will provide the 2.5% at age 55 PERS formula effective June 16, 2008.
- B. Effective July 1, 2005, utility employees will begin contributing 2.4% of salary and general government employees will contribute 2.4% of salary effective November 1, 2005 towards the cost of this benefit. The City will match the contributions of the BMA employees.
- C. The pre-funding contributions of the 2.5% at age 55 benefit that are made prior to June 15, 2008 are only intended to be credited towards the unfunded liability of the 2.5% at age 55 retirement benefit.
- D. It is understood that all deposits made to PERS must be applied against the current PERS plan. The City agrees to track the pre-funding which occurs and to calculate for the relevant period July 1, 2005 to June 15, 2008, the relevant PERS return on the deposits plus earning so the entire amount is credited against the unfunded liability of the 2.5% at age 55 benefit.
- E. The 2.4% employee contribution will be pre-tax and deducted from Persable income.
- F. In the event the PERS 2.5% at age 55 benefit through legislation or otherwise is to become unavailable, the City will take the necessary steps to expedite implementation as much as is possible.
- G. The City and BMA acknowledge there will be an additional 1% added to the PERS employee rate at the time the 2.5% at age 55 benefit is implemented. The parties agree that by April 30, 2007, prior to the implementation of the benefit, the method by which the 1% will be paid to PERS will be determined.
- H. The City shall request an actuarial study from PERS for the 2.5% at age 55 benefit no later than 30 days after the receipt of the 2006 annual evaluation from PERS and shall amend the PERS contract as soon as possible to provide the 2.5% at age 55 benefit effective no later than June 16, 2008

**SECTION F. RETIRED EMPLOYEES' MEDICAL INSURANCE**

- 1. Prior to July 1, 2000, the City contributed \$25/month toward retired employees' medical insurance. Effective July 1, 2000, the City contributed \$125/month towards retired employees' medical insurance for all employees represented by the BMA who retired between June 29, 1992 and December 31, 2003.
- 2. 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 are \$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. Employees will contribute \$40.00 per month to the trust.

3. The parties agree that the contribution to BERMT effective April 1, 2006 to March 31, 2007, will be as follows:
  - a. Each employee eligible to be enrolled in BERMT will contribute \$52.50 per month to BERMT.
  - b. The City will contribute \$52.50 per month to BERMT for each employee who is eligible to be enrolled in BERMT.
4. The parties agree that the contributions to BERMT effective from April 1, 2007 to March 31, 2008, will be as follows:
  - a. Each employee eligible to be enrolled in BERMT will contribute \$65.00 per month to BERMT.
  - b. The City will contribute \$65.00 per month to BERMT for each employee who is eligible to be enrolled in BERMT.
5. Employees who retired between July 1, 2002 and December 31, 2003, may choose one of the following retiree medical options:
  - a. \$125/month towards PERS retiree medical premiums as outlined in 1 of this Section, or
  - b. Participation in the Retiree Medical Trust as outlined in 2 of this Section.

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

6. Employees who retired on or after January 1, 2004, will only be eligible to participate in the Retiree Medical Trust as outlined in 2 of this Section.

#### **SECTION G VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)**

The Burbank Management Association has exercised its option to withdraw from the VEBA. The City agrees to implement their withdrawal as soon as possible while making provision for those already participating as retirees to continue in the program. The remaining participants will continue to pay the administrative costs as established by the VEBA Board.

**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 manager 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 87 hours in any one month shall not receive vacation accrual for that same month. This includes the additional week allowance at the completion of their 5<sup>th</sup> and 15<sup>th</sup> 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 Head, 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 not be grounds to adjust the holiday for said employee. However, any such affected employee shall be entitled to adjust their 9/80 day off to the nearest preceding or following working day. The specific day off chosen, to compensate for the employees 9/80 day off, shall be agreed upon with their Department Manager.

### 3. FLOATING HOLIDAYS

Employees shall receive twenty (20) hours floating holidays per year. Four (4) hours holiday shall be used on either Christmas Eve or New Year's Eve.

- A. At the beginning of each fiscal year, sixteen (16) hours of floating holiday time will be placed on the book for each employee on payroll as of July 1st. Employees hired between July 2nd and January 1st (inclusive) of each year will have sixteen hours of floating holiday time prorated in a manner identical to management leave. The four (4) hours of floating holiday for Christmas/New Year's Eve will be placed on the books for the above employees on December 15th of each year (or on the date of hire if employed between December 16th and January 1st (inclusive)).
- B. Any employee hired on or after January 2nd of each year will have twenty (20) hours of floating holiday prorated in a manner identical to management leave.
- C. Department heads are responsible for ensuring that at least minimal staffing is maintained. Floating holiday time is subject to department head approval so that appropriate service levels are maintained.
- D. Unused floating holidays shall not be carried over from year to year.
- E. Payment for unused floating holiday time shall be paid at the end of each fiscal year not to exceed sixteen (16) hours. Any unused floating holiday time in excess of sixteen (16) hours will be converted to vacation as of the close of business on June 30th of each year.

- F. An employee will be compensated at their regular hourly rate for unused floating holiday leave under this section at the end of each fiscal year as outlined in E above or upon termination or resignation.

## **ARTICLE VI SICK 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 Manager 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. Employees shall be entitled to eight (8) hours of sick leave for each calendar month or major portion thereof, during which they are employed by the City with pay.
2. This subsection is not applicable to temporary employees working on an hourly basis.

### **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 employees 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 the head of their department 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 head of their department.

**SECTION F. SICK LEAVE-MEDICAL/DENTAL APPOINTMENTS**

Sick leave may be used for medical and dental appointments and examinations. The employee shall notify his 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 employees or 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 head 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.

**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 Manager. The Department Manager 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 manager'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 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 (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, 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 manager for not to exceed one (1) day. For longer periods of time, approval of the City Manager is required. Any emergency leaves of absence in excess of fifteen (15) days shall be brought to the attention of the Civil Service Board. 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 department manager, 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**

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 department head.
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 manager.
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 an emergency.
11. For employees listed in **Exhibit C, specialized management leave** in the amount of forty (40) hours may be provided at the department manager'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 project" that are beyond the normal departmental operating needs and schedules. "Special projects" will be defined and approved at the sole discretion of the department head.
12. For employees listed in **Exhibit E, additional management leave** in the amount of forty (40) hours may be provided at the department manager'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 head, 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 department head.

#### **SECTION H. MATERNITY LEAVE**

1. Maternity leave will begin on the date she leaves work. 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 manager via their supervisor at least one (1) working day before the election. The reason shall be stated.
3. If the employees do not have enough time to vote before reporting for work or after finishing work, they may take off as much working time as will enable them to vote.
4. 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 regular working shift.
5. 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 Worker's 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 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 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 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 the medication, and therapeutic measures being undertaken relative to the disability and 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**

1. 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.
2. 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 Manager, supervisor, and employee mutually agree, provided the variations are not in conflict with operational requirements, or other provisions of this Agreement

**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.

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 manager 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 manager.

**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 employees whose performance do 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 Manager to which any affected employees are assigned reasonably concludes that extension of the employee's probationary period will improve the performance of the employees, the Department Manager 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 manager 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 employees, though they may have attained permanent status and are displaced as a result of another employee's 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.
4.    Employees who have served the City under any Federally Funded Manpower Training Program and have subsequently moved to a position in the Civil Service System, shall not have any seniority under the training program credited to their total service at the time of probationary appointment.

**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 manager 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 manager 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 prorata 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, vacation, sick leave or other benefits for the period of the layoff. Sick leave and vacation benefits not previously paid 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 sick leave and vacation credits on account and have such credits reinstated upon recall. If the employees elect to leave all 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 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. STATEMENT**

The purpose of the Grievance Procedure is to establish channels of communication between employees, supervisors, management and department managers. The City encourages employees having a grievance related to their working conditions including but not limited to contract violations, classifications disputes, issues related to discriminatory harassment to discuss the matter informally with their immediate supervisor without undue delay. The purpose of informal discussion is to settle grievances fairly and as quickly as possible. The employees may have their designated BMA representative or any representative of their choice present during any step of this procedure.

**SECTION B. DEFINITIONS**

1. GRIEVANCE

For the purpose of this Article, the term grievance shall be defined as "a cause of distress felt to afford reason for complaint as an unsatisfactory working condition."

1. DISCRIMINATORY HARASSMENT

For the purpose of this Article discriminatory harassment shall be generally defined as derogatory racial, ethnic, religious, sexual, or disability epithets, display of derogatory visual or written material, repeated requests for sexual contacts, or other verbal or physical conduct of a nature inappropriate to a work environment.

3. IMMEDIATE SUPERVISOR

Immediate supervisor is defined as the employee's closest superior.

**SECTION C. PROCEDURE**

1. INFORMAL PROCEDURE

A. If employees feel that they have a grievance concerning their working conditions or some action taken against them, they should contact their immediate supervisor within ten (10) working days, to discuss the matter informally. If the grievance involves discriminatory harassment the grievant should follow the processes outlined in Administrative Procedure II-45, Revised 12/30/2002.

B. The supervisor should thoroughly discuss the grievance with the employee, endeavoring to reach a mutual understanding on the matter.

C. If the employee's grievance concerns their immediate supervisor and cannot be resolved through informal discussion, the employees may request an informal meeting with the next level of supervision and their immediate supervisor.

D. The supervisor should make the employees aware of the City's

grievance procedure, providing them with a copy of the procedure if the employees determine to initiate a formal grievance.

2. STEP ONE: FORMAL PROCEDURE

- A. If an employee's grievance cannot be satisfactorily answered through informal discussion with their immediate supervisor, the employees may submit within ten (10) working days, to the division head, a written statement which shall set forth in detail:
- (1) The exact condition or conditions as to which the grievance is made; and
  - (2) The action requested by the employee.
- B. That Division Head shall within five (5) working days meet with the employee. (This period can be extended by mutual agreement).
- C. That Division Head shall inform the employee in writing of his decision within five (5) working days after the meeting. He shall include findings relating to the conditions as to which the inquiry is made and the action taken or which shall be taken in regard to such conditions or the reasons for refusal to act.
- D. In the case of City Attorney, City Clerk, City Manager, and City Treasurer, or where the employee's immediate supervisor is the division head, as per the informal procedure, the employee may submit his written grievance directly to his department manager or City official.

3. STEP TWO

- A. If the grievance cannot be satisfactorily concluded at the first step, then upon written request of the employee, the department manager will meet with the employee within five (5) working days of the date of request unless the meeting is postponed to a mutually acceptable date.
- B. The department managers shall inform the employees in writing of their decision within five (5) working days after the meeting.

4. STEP THREE

If the grievance cannot be successfully resolved at the second step, it may be forwarded in writing to the Management Services Department for submittal to arbitration OR in cases of classification disputes or discriminatory harassment to the Civil Service Board OR in cases of minor discipline to the City Manager or her designee. In the event that the BMA chooses not to submit the matter of a major discipline to arbitration, the employee is entitled to pursue the matter in accordance with the provisions of Article 5. Section 2-516 of the Burbank Municipal Code, subject to the following conditions:

- The matter must be appealed to the Board within 30 days.

- Such Appeal shall be made in writing and set forth:
  - A brief statement of the exact condition or conditions upon which the complaint is based;
  - The date condition or conditions were brought to the attention of the Department Manager or Management Services Department;
  - What action if any, such Department Manager or Management Services Director took or any reason given for refusing to act.
- The Department Manager or the Management Services Director will prepare a written answer regarding such allegations
  - (1) The request for arbitration or a hearing before the Civil Service Board must be filed within fifteen (15) business days following receipt of the department manager's response in Step Two.
  - (2) The City and the Association have establish a panel of arbitrators that consist of the following seven (7) arbitrators which will stand for the duration of this agreement. Both parties have mutually agree upon the names of all arbitrators selected for the panel:

Norman Brand  
 Joe Gentile  
 Mark Burstein  
 Thomas Roberts

Sara Adler  
 Buddy Cohn  
 Walter Doherty

The parties by mutual agreement may add or delete names from the above list of arbitrators.

- (3) The Association and the Management Services Director shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall each have the right to strike three (3) names from the list. The City and the Association shall determine by coin toss the order of elimination. The parties shall select the arbitrator by alternately striking names from the list until one name remains. Such person shall then become the arbitrator.
- (4) The arbitrator shall be notified of the selection by a joint letter from the Management Services Department and the Association requesting that a time and place for the hearing be set subject to the availability of the City and Association representatives.



- (5) Arbitration of a grievance shall be limited to the issues submitted and the arbitrator's determination shall not add to, subtract from, or otherwise modify the terms and conditions of this Agreement.
  - (6) The arbitrator shall submit a written decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension thereof. The arbitrator's decision shall be forwarded to the City Manager, who shall review the award and make the final decision within thirty (30) days of its receipt.
  - (7) The fees and expenses of the arbitrator shall be shared equally by the parties involved, it being understood that all other expenses including, but not limited to fees for witnesses, copies of transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual incurring same.
  - (8) Disciplinary suspensions, demotions and terminations shall be subject to the grievance procedure set forth above.
- B. The Arbitrators shall have subpoena power per California Code of Civil Procedure Section 1282.6. They shall consider the grievance and make findings of facts consistent with findings of law.
  - C. When more than one unit employee claims the same violation of the same rights allegedly accorded by this Agreement, and such claims arise at substantially the same time and/or out of the same transaction or occurrence, a single group grievance may be filed in the name of all such employees. Such group grievance shall be filed at the step of this Procedure which provides the lowest level of common supervision having authority over all named grievants.
  - D. If the parties agree in writing, the grievance may be brought directly to any higher level of the grievance procedure.

**SECTION D. REPRESENTATION AT HEARING**

The Association may designate up to two (2) members to serve as grievance representatives for the respective grievance and/or hearings.

**ARTICLE XIV  
DISCIPLINE AND DISCHARGE**

**SECTION A. DISCIPLINE - IN GENERAL**

1. An employee may be disciplined only for just cause. Grounds for disciplinary actions shall be for violations of the below listed standards as outlined in Section B. The provisions of this entire Article shall be applicable also to employees in the classifications of Disaster Preparedness Coordinator and Administrative Analyst I/II (BWP), Management Intern, Administrative Assistant, and Administrative Analyst I/II.
2. The City shall provide the employee reasonable notice of any pre-disciplinary meetings or interviews with the employee.
3. If an employee does not appeal discipline, within 30 days of receipt, an employee shall have the right to submit a written response to any disciplinary action including written reprimands and such written response shall be placed in the employee's personnel file.

**SECTION B. REASONS FOR DISCIPLINE AND DISCHARGE**

1. Dismissal for Refusal to Testify Before Los Angeles County Grand Jury or other Legally Constituted Official Public Body.

The refusal of any City employee 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 office shall be sufficient cause for the immediate discharge of such City employee.

2. Suspension, demotion, or dismissal of an employee may be accomplished for any one or more of the following reasons:
  - A. 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;
  - B. Neglect of duty;
  - C. Unjustified failure or refusal to properly perform the duties assigned;
  - D. Gross carelessness in the discharge of assigned duties;
  - E. Conviction or forfeiture of bail for any misdemeanor involving moral turpitude, or any felony;
  - F. Having one's privilege to operate a motor vehicle on the public highway in the State of California suspended or revoked by the Department of

Motor Vehicles where a driver's license is required for the performance of your job;

- G. One or more days unauthorized absence;
- H. Repeated tardiness;
- I. Inability to establish and maintain proper working relationships with fellow officers or employees;
- J. 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;
- K. Unauthorized use of City tools, equipment or property;
- L. Abuse or gross negligence in the care or operation of City tools, equipment or property;
- M. Use of sick leave for unauthorized purposes;
- N. Receiving gratuities or any personal favor in exchange for the performance or for the non-performance of an assigned duty;
- O. Discussion of confidential City business and information with unauthorized persons which result in a detrimental effect to the City's operation;
- P. Willful refusal to respond to an official call in an emergency;
- Q. Willfully making any false statements, certificates, or reports or in any manner committing or attempting fraud;
- R. Violation of administrative rules and regulations;
- S. Illegal possession or use of drugs or narcotics;
- T. Incompetence or inefficiency in the performance of required duties;
- U. Discrimination against, or harassment of, co-workers or the public based on race, religion, national origin, sex, age, handicap, or other unlawful consideration;
- V. Malfeasance in office or employment;
- W. Absence without permission from the job during working hours;

- X. Consumption of alcoholic beverages during working hours, including lunch and rest periods.
- Y. The City and the BMA agree to put an Administrative Procedure in place on the revised DOT policy related to discipline for the first and second offenses by June 30, 2003.

3. NOTICE OF RESIGNATION

A permanent employee, who leaves City employment for reasons other than as stated herein, shall give reasonable notice of not less than two (2) weeks and shall submit in writing their resignation from the position. Permanent employees who do not submit a resignation but voluntarily leave the service of the City without notice to the City Manager may be deemed discharged.

**SECTION C. PRE-DISCIPLINARY HEARINGS AND PROCEDURES**

1. STATEMENT

Employees of the City with permanent civil service status shall be assured of fair and consistent treatment and no arbitrary actions will be taken for disciplinary time off or termination of any employee without just cause and due process.

2. PROCEDURE

A. Minor Discipline

- (1) Minor discipline shall be all discipline administered where the punishment imposed is a written reprimand, suspension from work for not more than three days or similar discipline.
- (2) Minor discipline shall be preceded by a written or oral notice to the employee of the time, date and reasons for an informal hearing two calendar days prior to the hearing.
- (3) The department manager or supervisor shall document what occurs at the meeting including the problem, significant facts and the results. A copy will be placed in the employee's personnel file and the employee has the right to be given a copy if requested.
- (4) If, during the course of the hearing, it becomes apparent that more than minor discipline is in order, the department manager shall terminate the hearing and then proceed in accordance with the procedure set forth below applicable to major discipline. The employee will be informed as to why the hearing is being terminated.

B. Major Discipline

- (1) Major discipline shall be all discipline administered, where the punishment imposed may result in suspension without pay of

more than three days, or in the dismissal or demotion of the employee. Major discipline shall not be imposed for minor infractions which have occurred infrequently.

- (2) Major discipline shall be preceded by a notice served on the employee ten calendar days prior to a pre-disciplinary hearing. The notice shall contain the time, date and place of the hearing and shall also contain a brief statement of all charges against the employee. An earlier date may be established if the employee agrees, or with department approval, the date may be extended by five calendar days.

C. Statement of Charges

In major disciplinary matters the statement of charges should be specific and factual and enumerate violations of Section B of this Article.

D. Employee's Right to Respond

In major disciplinary matters, the employee's rights include calling witnesses, presenting testimony and evidence, inspection of City evidence, and representation by the BMA or an attorney.

E. The Hearing

- (1) The department managers, or their authorized representatives in their absence, shall preside at major disciplinary hearings.

- (2) The department manager shall document the significant occurrences at the hearing including facts, violations, brief summary of key testimony, attendees, etc. A copy will be placed in the employee's personnel file and the employee has the right to be given a copy if requested.

- (3) The person conducting the hearing may decide on the facts and render a decision at the immediate conclusion of the hearing or advise the employee within two or three calendar days.

F. Emergency Disciplinary Situations

- (1) Emergency disciplinary situations exist when the continuation on the job by the employee shall constitute an immediate adverse effect on the function of the department in which the employee works.

- (2) In such situations the employee may be placed upon suspension with pay for a period of time no more than ten calendar days from the employee's receipt of notice of the hearing.

- (3) At the discretion of the department manager, the employees may

not be permitted to come to their regular place of employment or may be assigned a task where the department's function is not jeopardized by their presence.

3. **IMPLEMENTATION**

In implementing the preceding, a full trial type evidentiary hearing is not required in pre-disciplinary hearings.

**SECTION D. FORMAL DISCIPLINARY PROCEDURES AND POST DISCIPLINARY HEARINGS**

1. **FILING OF CHARGES UPON SUSPENSION**

Any employee in the Civil Service System who has been demoted, dismissed or reduced in pay, shall be entitled to appeal that action through the procedure described in Article XIII.

2. **EXCEPTION**

Neither the provisions of this Section nor this Article shall apply to reductions in pay which are part of a general plan to reduce salaries and wages as an economy measure or as part of a general curtailment program.

**SECTION E. TYPES OF DISCIPLINE**

Discipline constitutes one or more of the following:

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

Except for minor disciplines, all of the above shall be appealable to arbitration for Civil Service employees and those listed in Section A.1. of this Article. All minor disciplines shall be appealable to the City Manager or his/her designee only. Minor discipline refers to all verbal reprimands, written reprimands, and suspensions for three (3) or less days.

**SECTION F. APPEAL PROCESS FOR EXEMPT EMPLOYEES**

Exempt employees receiving minor or major disciplines may appeal such disciplines to the City Manager or his/her designee only.

**ARTICLE XV**  
**INFORMAL DISCUSSION OF DEPARTMENTAL PROBLEMS**

**SECTION A. DEPARTMENTAL MEETINGS**

Departmental Managers 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 manager 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 manager shall make every effort to comply with this request.
2. Department Managers are encouraged to consult with employee representatives on departmental problems, future actions, and related matters.
3. In addition to the monthly meeting, Department Managers 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. The City and BMA will participate in a Joint Labor Management Committee to standardize safety shoe policy by classification.
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**

During the term of this Memorandum, upon receipt of an executed voluntary written authorization, the City shall deduct BMA dues on the semi-monthly payroll basis. The form for this purpose shall be provided by the City and the amounts to be deducted for BMA dues shall be certified to the City by the BMA on a semi annual basis by July 1 and January 1. 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.

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.

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.

### **SECTION B. MEMBERSHIP LIST**

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

A. 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 folder.
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 Managers 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.

**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 release time with pay in order to meet with Executive Managers 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 managers 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 Managers.

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 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 ability to enlarge his 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 Managers 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 Managers in the development of training programs:

- A. The coordination, with Department Manager, of the City-wide 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 Managers in the development and implementation of centralized City-wide 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 Managers to present to employees, and maintain records of training activities.
- F. Evaluate and report to the Department Managers and City Manager, the results of departmental and City-wide 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**

- 1. All represented employees shall with approval of their department manager, be entitled to reimbursement each fiscal year for professional development purposes up to a maximum of \$500.00 in any of the following categories:
  - A. Non-required professional conferences;
  - B. Dues for unbudgeted professional and/or civic associations;
  - C. Professional journals;
  - D. Unbudgeted personal development training sessions, conferences, or seminars;
  - E. Comprehensive physical not reimbursed by personal medical coverage and other non-covered or non-reimbursable medical costs for the employee;



- F. Supervised physical development, including such expenditures as fees for health club membership;
  - G. Personal liability insurance for acts arising out of the scope of employment;
  - H. Computer software, provided the software has a demonstrable connection to the employee's work product;
  - I. Fees for license, certificates, examinations, or training required of the employee in their present position;
  - J. Wellness, including video tapes for exercise purposes only;
  - K. Exercise equipment typically found in a health club or gym (free weights, weight machines, treadmills, exercise bikes, etc.) and bicycles (limited to one purchase every three years)
  - L. Additional activities as approved by the City Manager.
5. Requests for reimbursement shall be submitted on a Professional Development Request Form to the Management Services Department-Benefits Section describing the nature of the expenditure no later than August 1, 2005. The taxable nature of items covered in this section will comply with current IRS rules.
  6. Professional Development Funds not used for fiscal year 05-06 only, shall be transferred to BMA. Such funds may be used for BMA provided eye care premiums, training programs of BMA members that are not reimbursed by the City and purchasing equipment that is not covered by the City (i.e. a refrigerator for a common work area) with approval of the Management Services Director.
  7. 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.

**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 head 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 head 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 designee.
- D. The City Manager or his designee will review the matter and respond to

the appellant within five (5) working days. The decision of the City Manager or his 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**

**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 insure 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 may be included in any paycheck during the fiscal year, but no later than the June 10<sup>th</sup> paycheck 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 1 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. A merit evaluation based on goals and results must be done. Failure

of the supervisor to submit the goals to the Department Manager by the end of the first quarter, or complete the assessment process by May 31<sup>st</sup> will be noted on their supervisor's evaluation.

- E. 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.
- F. The Department Head 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:

1. 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 this the March 21, 2006. The term of this agreement shall be from July 1, 2005 until June 30, 2008.

In witness whereof, the parties hereto have caused their authorized representatives to execute this Memorandum of Understanding on this date to be effective the first day of July, 2005, and as provided herein.

**ON BEHALF OF THE CITY OF BURBANK:**

**ON BEHALF OF THE BURBANK  
MANAGEMENT ASSOCIATION:**

  
\_\_\_\_\_  
MARY J. ALVORD  
City Manager

  
\_\_\_\_\_  
ELLEN K. KNAPP  
President

  
\_\_\_\_\_  
MICHAEL S. FLAD  
Assistant City Manager

  
\_\_\_\_\_  
WILLIAM J. SMITH  
Vice President


  
\_\_\_\_\_  
JUDIE SARQUIZ  
Management Services Director

  
\_\_\_\_\_  
THERESA M. KACZMAREK  
Secretary/Treasurer

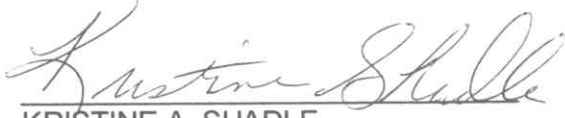
  
\_\_\_\_\_  
JOANNE L. KOCH  
Assistant Management Services Director

  
\_\_\_\_\_  
RODNEY A. ANDERSEN  
Member

  
\_\_\_\_\_  
ROGER BRENNAN  
Administrative Analyst II

  
\_\_\_\_\_  
BRUCE CAMPBELL  
Member

  
\_\_\_\_\_  
JOAQUIN BUSQUETS  
Administrative Analyst II

  
\_\_\_\_\_  
KRISTINE A. SHADLE  
Member

  
\_\_\_\_\_  
TERRY B. STEVENSON  
Senior Assistant City Attorney

  
\_\_\_\_\_  
CURTIS R. TAYLOR  
Member

Date: March 21, 2006

## EXHIBIT A

### AFFECTED EMPLOYEES CLASSIFICATION TITLES (REPRESENTED EMPLOYEES)

ADMINISTRATIVE ANALYST I (Excluding City Manger's Office and Management Services Department)  
ADMINISTRATIVE ANALYST II (Excluding City Manger's Office and Management Services Department)  
ADMINISTRATIVE ASSISTANT (Excluding City Manger's Office and Management Services Department)  
APPLICATION DEVELOPMENT ANALYST II  
APPLICATION DEVELOPMENT ANALYST III (Excluding Payroll/Labor ADP III)  
ASSISTANT POWER PRODUCTION SUPERINTENDENT

BUILDING INSPECTOR

COMBUSTION TURBINE SPECIALIST  
CONSTRUCTION SUPERINTENDENT  
CUSTODIAL SUPERVISOR  
CUSTOMER PROGRAMS COORDINATOR

DATABASE ADMINISTRATOR I  
DATABASE ADMINISTRATOR II  
DISASTER PREPAREDNESS COORDINATOR  
DEPUTY BUILDING OFFICIAL  
DEPUTY CITY PLANNER  
DISTRIBUTION SYSTEM OPERATIONS MANAGER  
DOWNTOWN MANAGER

EMPLOYEE RIDESHARE AND COMMUNITY OUTREACH COORDINATOR  
ENERGY TRADER/SCHEDULER  
ENVIRONMENTAL COORDINATOR

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

GRANTS COORDINATOR

HAZARDOUS MATERIALS SPECIALIST  
HOUSING OFFICER  
HOUSING DEVELOPMENT MANAGER

**EXHIBIT A – CONTINUED**

INFORMATION SYSTEMS ANALYST II  
INFORMATION SYSTEMS ANALYST III

JAIL MANAGER

LANDFILL SUPERVISOR  
LANDSCAPE SERVICES MANAGER  
LEGISLATIVE ANALYST  
LIABILITY CLAIMS COORDINATOR  
LITERACY COORDINATOR

MANAGEMENT INTERN  
MANAGER COMMUNICATION SYSTEMS  
MANAGER CUSTOMER SERVICES OPERATIONS  
MANAGER ELECTRICAL DISTRIBUTION  
MANAGER ELECTRICAL EQUIPMENT  
MANAGER TELECOMMUNICATIONS  
MANAGER T & D ENGINEERING  
MANAGER WATER ENGINEERING/PLANNING  
MANAGER WATER PRODUCTION/OPERATIONS  
MARKETING MANAGER

NETWORK SUPPORT ANALYST II  
NETWORK SUPPORT ANALYST III

OPERATIONS SYSTEMS ANALYST I  
OPERATIONS SYSTEMS ANALYST II

PARKING ANALYST  
PERMIT COORDINATOR  
PLAN CHECK ENGINEER  
POLICE RECORDS MANAGER  
POWER PLANT MAINTENANCE SUPERVISOR  
POWER PLANT TEST SUPERVISOR  
POWER PRODUCTION OPERATIONS SUPERVISOR  
POWER PRODUCTION SUPERINTENDENT  
POWER RESOURCES MANAGER  
POWER SUPPLY MANAGER  
PRINCIPAL BUILDING INSPECTOR  
PRINCIPAL CIVIL ENGINEER  
PRINCIPAL CIVIL ENGINEER/BWP  
PRINCIPAL ELECTRICAL ENGINEER  
PRINCIPAL PLAN CHECK ENGINEER  
PRINCIPAL PLANNER

**EXHIBIT A – CONTINUED**

PROJECT ACCOUNTING MANAGER/BWP  
PROJECT & REAL ESTATE MANAGER  
PUBLIC INFORMATION SPECIALIST  
PUBLIC WORKS SUPERVISOR  
PURCHASING MANAGER

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

SAFETY COORDINATOR  
SANITATION SUPERVISOR  
SENIOR BUILDING INSPECTOR  
SENIOR BUYER  
SENIOR CIVIL ENGINEER/ BWP  
SENIOR CIVIL ENGINEER  
SENIOR CIVIL ENGINEERING ASSOCIATE  
SENIOR CONSERVATION ADVISOR  
SENIOR ELECTRICAL ENGINEER  
SENIOR ELECTRICAL INSPECTOR  
SENIOR PLAN CHECK ENGINEER  
SENIOR PLANNER  
SENIOR PLUMBING & MECHANICAL INSPECTOR  
SENIOR RANGEMASTER/ARMORER  
SENIOR REDEVELOPMENT PROJECT MANAGER  
SENIOR SANITATION SUPERVISOR  
STATION MANAGER/SENIOR PRODUCER  
SUPERVISING CONSTRUCTION INSPECTOR  
SUPERVISING LIBRARIAN

TECHNICAL SUPPORT ANALYST III  
TECHNICAL SUPPORT ANALYST IV  
TRAFFIC SIGNAL MANAGER  
TRANSPORTATION SERVICES MANAGER

VIDEO PRODUCTION SUPERVISOR

WAREHOUSE MANAGER/BWP  
WATER MAINTENANCE/CONSTRUCTION SUPERINTENDENT  
WATER SUPERVISOR  
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 Head will move that manager under BMA representation. Any organizational change which results in a BMA member reporting directly to a Department Head in the capacity of a Division Head, will move that manager out of BMA representation.**

## **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)
ADMINISTRATIVE ASSISTANT	(Financial Services)





**EXHIBIT C**

**SPECIALIZED MANAGEMENT LEAVE CLASSIFICATIONS**  
(AT THE DISCRETION OF THE DEPARTMENT HEAD, AN ADDITIONAL 40 HOURS  
CAN BE GRANTED NOT TO EXCEED A TOTAL OF 80 HOURS SPECIALIZED  
MANAGEMENT LEAVE PER FISCAL YEAR)

DEPUTY CITY PLANNER

PRINCIPAL PLANNER

RECREATION SERVICES MANAGER  
REDEVELOPMENT PROJECT MANAGER

SENIOR PLANNER  
SENIOR REDEVELOPMENT PROJECT MANAGER

TRANSPORTATION SERVICES MANAGER



**EXHIBIT D**

**CLASSIFICATIONS ELIGIBLE TO SELECT MANAGEMENT  
LEAVE/OVERTIME OPTION**

APPLICATION DEVELOPMENT ANALYST II  
APPLICATION DEVELOPMENT ANALYST III

BUILDING INSPECTOR

CONSTRUCTION SUPERINTENDENT  
CUSTODIAL SUPERVISOR

DATABASE ADMINISTRATOR I  
DATABASE ADMINISTRATOR II  
DISASTER PREPAREDNESS COORDINATOR

EMPLOYEE RIDESHARE & OUTREACH COORDINATOR  
ENERGY TRADER SCHEDULER

FACILITIES MAINTENANCE MANAGER  
FLEET SERVICES SUPERVISOR  
FORESTRY SERVICES MANAGER

HAZARDOUS MATERIALS SPECIALIST

INFORMATION SYSTEMS ANALYST II  
INFORMATION SYSTEMS ANALYST III

LANDFILL SUPERVISOR

NETWORK SUPPORT ANALYST II  
NETWORK SUPPORT ANALYST III

OPERATIONS SYSTEMS ANALYST I  
OPERATIONS SYSTEMS ANALYST II

PLAN CHECK ENGINEER  
POWER PLANT MAINTENANCE SUPERVISOR  
POWER PLANT TEST SUPERVISOR  
PRINCIPAL PLAN CHECK ENGINEER  
PROJECT ACCOUNTING MANAGER/BWP  
PUBLIC INFORMATION SPECIALIST  
PUBLIC WORKS SUPERVISOR

RECYCLING SPECIALIST

**EXHIBIT D- CONTINUE**

SAFETY COORDINATOR  
SANITATION SUPERVISOR  
SENIOR BUILDING INSPECTOR  
SENIOR CIVIL ENGINEER/BWP  
SENIOR CONSERVATION ADVISOR  
SENIOR ELECTRICAL ENGINEER  
SENIOR ELECTRICAL INSPECTOR  
SENIOR PLAN CHECK ENGINEER  
SENIOR PLUMBING & MECHANICAL INSPECTOR  
STATION MANAGER/SENIOR PRODUCER  
SUPERVISING CONSTRUCTION INSPECTOR

TECHNICAL SUPPORT ANALYST III  
TECHNICAL SUPPORT ANALYST IV  
TRAFFIC SIGNAL MANAGER

VIDEO PRODUCTION SUPERVISOR

WATER SUPERVISOR

## EXHIBIT E

### ADDITIONAL MANAGEMENT LEAVE CLASSIFICATIONS

ADMINISTRATIVE ANALYST I  
ADMINISTRATIVE ANALYST II  
ADMINISTRATIVE ASSISTANT  
ASSISTANT POWER PRODUCTION SUPERINTENDENT

COMBUSTION TURBINE SPECIALIST  
CUSTOMER PROGRAM COORDINATOR

DEPUTY BUILDING OFFICIAL  
DOWNTOWN MANAGER  
DISTRIBUTION SYSTEM OPERATIONS MANAGER

ENVIRONMENTAL COORDINATOR

FINANCIAL ACCOUNTING MANAGER/BWP  
FINANCIAL ANALYST  
FINANCIAL PLANNING AND RISK MANAGER  
FLEET MANAGER/BWP  
FLEET SUPERINTENDENT

GRANTS COORDINATOR

HOUSING OFFICER  
HOUSING DEVELOPMENT MANAGER

JAIL MANAGER

LANDSCAPE SERVICES MANAGER  
LEGISLATIVE ANALYST  
LIABILITY CLAIMS COORDINATOR  
LITERACY COORDINATOR

MANAGEMENT INTERN  
MANAGER COMMUNICATION SYSTEMS  
MANAGER CUSTOMER SERVICE OPERATIONS  
MANAGER ELECTRICAL DISTRIBUTION  
MANAGER ELECTRICAL EQUIPMENT  
MANAGER TELECOMMUNICATIONS  
MANAGER T & D ENGINEERING  
MANAGER WATER ENGINEERING/PLANNING  
MANAGER WATER PRODUCTIONS/OPERATIONS  
MARKETING MANAGER

## EXHIBIT E- CONTINUED

PARKING ANALYST  
PERMIT COORDINATOR  
POLICE RECORDS MANAGER  
POWER PRODUCTION OPERATIONS SUPERVISOR  
POWER PRODUCTION SUPERINTENDENT  
POWER RESOURCES MANAGER  
POWER SUPPLY MANAGER  
PRINCIPAL BUILDING INSPECTOR  
PRINCIPAL CIVIL ENGINEER  
PRINCIPAL CIVIL ENGINEER/BWP  
PRINCIPAL ELECTRICAL ENGINEER  
PROJECT & REAL ESTATE MANAGER  
PURCHASING MANAGER

RECORDS MANAGEMENT COORDINATOR  
RECYCLING COORDINATOR

SENIOR BUYER  
SENIOR CIVIL ENGINEER  
SENIOR CIVIL ENGINEERING ASSOCIATE  
SENIOR RANGEMASTER/ARMORER  
SENIOR SANITATION SUPERVISOR  
SUPERVISING LIBRARIAN

WAREHOUSE MANAGER/BWP  
WATER MAINTENANCE/CONSTRUCTION SUPERINTENDENT  
WORKERS' COMPENSATION ADMINISTRATOR  
WORKERS' COMPENSATION COORDINATOR

**EXHIBIT F**

**CITY OF BURBANK  
B. M. A. TITLES WITH SALARY RANGES EFFECTIVE 07-01-05**

TITLE	CURRENT TOP	NEW TOP	% DIFF	IN- POCKET
ADM ANALYST I	\$5,036	\$5,424	7.71%	7.71%
ADM ANALYST II	\$5,855	\$6,306	7.70%	7.70%
ADM ASSISTANT	\$3,924	\$4,226	7.70%	7.70%
APPL DEV ANALYST II	\$5,062	\$5,387	6.42%	6.42%
APPL DEV ANALYST III	\$6,319	\$6,724	6.41%	6.41%
ASST POW PROD SUPT	\$9,288	\$9,581	3.15%	3.15%
BLDG INSPECTOR	\$4,963	\$5,214	5.06%	5.06%
COMBUSTION TURB SPEC	\$7,284	\$8,012	9.99%	9.99%
CONST. SUPERINTENDENT	\$6,724	\$7,123	5.93%	5.93%
CUSTMR PROGRAM COORD	\$5,517	\$5,650	2.41%	2.40%
CUSTODIAL SUPERVISOR	\$4,678	\$4,955	5.92%	5.92%
DATABASE ADMIN I	\$6,498	\$6,914	6.40%	6.40%
DATABASE ADMIN II	\$7,408	\$7,883	6.41%	6.41%
DEPUTY BLDG OFFICIAL	\$8,367	\$8,576	2.50%	2.50%
DEPUTY CITY PLANNER	\$8,518	\$8,945	5.01%	5.01%
DISASTER PREPRD COORD	\$5,798	\$6,171	6.43%	6.43%
DIST SYS OPERNTS MGR	\$8,572	\$9,024	5.27%	2.40%
DOWNTOWN MANAGER	\$7,588	\$7,968	5.01%	5.01%
E. RIDSHR&OUTREACH COOR	\$5,481	\$5,756	5.02%	5.02%
ENERGY TRADR/SCHEDLR	\$10,244	\$10,490	2.40%	2.40%
ENVIORNMENTAL COORD	\$5,173	\$8,158	57.71%	10.00%
FACILITIES MAINT MGR	\$6,724	\$7,123	5.93%	5.93%
FIN PLAN & RISK MGMT	\$8,697	\$9,473	8.92%	3.69%
FINANCIAL ACCT MANAGER/BWP	\$8,230	\$8,534	3.69%	3.69%
FINANCIAL ANALYST	\$7,128	\$7,425	4.17%	3.69%
FLEET MANAGER/BWP	\$6,840	\$7,246	5.94%	5.94%
FLEET SERVICES SUPV	\$6,480	\$6,864	5.93%	5.93%
FLEET SUPERINTENDENT	\$7,200	\$7,627	5.93%	5.93%
FORESTRY SRVCS MGR	\$6,336	\$6,896	8.84%	8.84%
GRANTS COORDINATOR	\$6,509	\$6,835	5.01%	5.01%
HAZARDOUS MTRL SPCLST	\$6,336	\$6,743	6.43%	6.43%
HOUSING OFFICER	\$7,956	\$8,354	5.00%	5.00%
HOUSING DEV MGR	\$7,875	\$8,269	5.00%	5.00%
INFO SYS ANALYST II	\$5,062	\$5,387	6.42%	6.42%
INFO SYS ANALYST III	\$6,319	\$6,724	6.41%	6.41%
JAIL MANAGER	\$6,697	\$7,078	5.69%	5.69%
LANDFILL SUPERVISOR	\$6,480	\$6,864	5.93%	5.93%
LANDSCAPE SERV MNGR	\$6,265	\$6,827	8.97%	8.97%
LEGISLATIVE ANALYST	\$6,247	\$7,220	15.58%	10.00%
LIABILITY CLMS COORD	\$4,555	\$5,110	12.18%	12.18%
LITERACY COORDINATOR	\$5,371	\$5,519	2.76%	2.76%
MANAGEMENT INTERN	\$2,645	\$2,849	7.71%	7.71%
MANAGER COMM SYSTEM	\$9,020	\$8,549	-5.22%	2.40%
MANAGER ELECTR DIST	\$9,025	\$10,536	16.74%	16.74%

MANAGER ELECTR EQUIP	\$9,020	\$9,499	5.31%	5.31%
MANAGER T & D ENGRG	\$9,867	\$10,997	11.45%	6.90%
MANAGER TELECOMMUNIC	\$9,352	\$9,997	6.90%	6.90%
MARKETING MANAGER	\$8,267	\$9,281	12.27%	10.00%
MGR CUST SERV OPRNTS	\$6,062	\$7,653	26.24%	10.00%
MGR WATER ENGRG/PLNG	\$9,555	\$10,868	13.74%	3.40%
MNGR WATER PROD/OPER	\$8,245	\$8,964	8.72%	8.72%
NTWK SUPP ANALST III	\$5,981	\$6,364	6.40%	6.40%
NTWK SUPP ANALYST II	\$4,800	\$5,108	6.42%	6.42%
OPER SYS ANALYST I	\$4,971	\$5,290	6.42%	6.42%
OPER SYS ANALYST II	\$5,667	\$6,030	6.41%	6.41%
PARKING ANALYST	\$5,510	\$5,786	5.01%	5.01%
PERMIT COORDINATOR	\$4,388	\$4,610	5.06%	5.06%
PLAN CHECK ENGINEER	\$5,702	\$5,990	5.05%	5.05%
POLICE RECORDS MGR	\$6,976	\$7,373	5.69%	5.69%
POWER PLNT TEST SUPV	\$7,368	\$8,012	8.74%	8.74%
POWER PLT MAINT SUPV	\$8,368	\$9,288	10.99%	10.99%
POWER PROD OPER SUPV	\$8,915	\$9,288	4.18%	4.18%
POWER PROD SUPT	\$9,249	\$9,987	7.98%	7.98%
POWER RESOURCES MNGR	\$10,207	\$10,497	2.84%	2.40%
POWER SUPPLY MANAGER	\$10,832	\$11,998	10.76%	10.76%
PRICIPAL BLDG INSP	\$5,858	\$6,154	5.05%	5.05%
PRICIPAL CIVIL ENGR	\$9,555	\$9,880	3.40%	3.40%
PRICIPAL CIVIL ENGR/BWP	\$9,555	\$9,880	3.40%	3.40%
PRIN PLAN CHECK ENGR	\$7,213	\$7,393	2.50%	2.50%
PRINCIPAL PLANNER	\$7,368	\$7,737	5.01%	5.01%
PRINCIPL ELEC ENGR	\$9,352	\$9,997	6.90%	6.90%
PROJECT ACCT MGR/BWP	\$7,128	\$7,425	4.17%	3.69%
PROJECT & RL EST MGR	\$7,861	\$8,255	5.01%	5.01%
PUBLIC INFO SPECLST	\$5,460	\$5,977	9.47%	9.47%
PUBLIC WORKS SUPV	\$6,480	\$6,864	5.93%	5.93%
PURCHASING MGR	\$7,218	\$8,147	12.87%	12.87%
RECORDS MGT COORD	\$5,159	\$5,592	8.39%	8.39%
RECREATION SRVCS MGR	\$5,991	\$6,476	8.10%	8.10%
RECYCLING COORDINATOR	\$6,647	\$7,041	5.93%	5.93%
RECYCLING SPECIALST	\$5,695	\$6,033	5.94%	5.94%
REDEVLPMENT PROJ MGR	\$7,956	\$8,355	5.02%	5.02%
SAFETY COORDINATOR	\$5,555	\$6,021	8.39%	8.39%
SANITATION SUPV	\$5,817	\$6,162	5.93%	5.93%
SR BUILDING INSPCTOR	\$5,505	\$5,783	5.05%	5.05%
SR BUYER	\$6,398	\$7,251	13.33%	13.33%
SR CIVIL ENGINEER	\$8,459	\$8,744	3.37%	3.37%
SR CIVIL ENGINEER/BWP	\$8,456	\$8,744	3.41%	3.40%
SR CIVIL ENGR ASSOC	\$6,977	\$7,212	3.37%	3.37%
SR CONSERVATION ADV	\$4,810	\$4,926	2.41%	2.40%
SR ELECTRICAL ENGR	\$8,648	\$9,234	6.78%	6.78%
SR ELECTRICAL INSP	\$5,502	\$5,780	5.05%	5.05%
SR PLAN CHK ENGINEER	\$6,272	\$6,429	2.50%	2.50%
SR PLANNER	\$6,871	\$7,215	5.01%	5.01%
SR PLMBG & MECH INSP	\$5,502	\$5,780	5.05%	5.05%
SR RANGEMASTER/ARMORER	\$6,108	\$6,456	5.70%	5.70%



SR REDEV PROJ MGR	\$8,306	\$8,722	5.01%	5.01%
SR SANITATION SUPV	\$6,480	\$6,864	5.93%	5.93%
STATION MGR/SR/PRDCR	\$5,460	\$5,977	9.47%	9.47%
SUPV CONSTRUCTION INSP	\$6,098	\$6,342	4.00%	4.00%
SUPV LIBRARIAN	\$5,062	\$5,201	2.75%	2.75%
TECH SUPP ANALST III	\$5,016	\$5,338	6.42%	6.42%
TECH SUPP ANALYST IV	\$6,102	\$6,493	6.41%	6.41%
TRAFFIC SIGNAL MGR	\$6,655	\$7,049	5.92%	5.92%
TRANSPORTATION SER MGR	\$6,415	\$6,908	7.69%	7.69%
VIDEO PROD SUPV	\$5,396	\$5,907	9.47%	9.47%
WAREHOUSE MNGR/BWP	\$5,660	\$7,243	27.97%	10.00%
WATER SUPERVISOR	\$7,009	\$7,619	8.70%	8.70%
WORKERS COMP ADMIN	\$6,636	\$7,193	8.40%	8.40%
WORKERS COMP COORD	\$5,124	\$5,554	8.39%	8.39%
WTR. MAINT/CNST SUPT	\$8,245	\$8,964	8.72%	8.72%



## EXHIBIT G

### 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.

##### ENERGY TRADER/SCHEDULER

- Integrated Resources Planner – Anaheim
- Principal Engineer – Glendale
- No Comparable – Pasadena
- Power Scheduler Operations Manager – Riverside

##### ENVIRONMENTAL COORDINATOR

- Environmental Services Specialist – Anaheim
- Environmental Management Coordinator - Glendale
- Principal Engineer – Pasadena
- Environmental Services Coordinator - Riverside

##### FINANCIAL ACCOUNTING MANAGER/BWP

- Public Utilities Financial Planning Supervisor – Anaheim
- No Comparable – Glendale
- N/C – Pasadena
- Utilities Finance/Rates Manager - Riverside
- \*Financial Analyst (87% of Benchmark)
- Financial Planning & Risk Manager (111% of Benchmark)
- Project Accounting Manager/BWP (87% of Benchmark)

##### LEGISLATIVE ANALYST

- 93% of Administrative Officer (in BWP)

##### MANAGER CUSTOMER SERVICE OPERATIONS

- Customer Services Manager - Anaheim
- Customer Services Operations Manager – Glendale
- N/C - Pasadena
- Utility Billing Field Services Manager/Customer Services Manager – Riverside

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.

## EXHIBIT G– CONTINUED

### MANAGER ELECTRICAL EQUIPMENT (+ IBEW Electrical)

- Electrical Field Superintendent – Anaheim
- Electrical Superintendent – Glendale
- Power Distribution Superintendent/Elect – Pasadena
- Electric Operations Manager – Riverside
- \*Distribution Systems Operations Manager (95% of Benchmark )
- Electrical Distribution Superintendent ( 100% of Benchmark)
- Manager Communications System (90% of Benchmark)

Provide greater of survey or 120% of IBEW direct reports for Management Electrical Equipment and Manager Electrical Distribution.

### MANAGER WATER PRODUCTION/OPERATIONS

- Water Production/ Operation Superintendent – Anaheim
- Water Superintendent – Glendale
- Water Systems Superintendent – Pasadena
- Water Systems Operations Manager - Riverside
- \*Water Maintenance/Construction Superintendent (100% of Benchmark)
- Water Supervisor (85% 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

- Business and Community Program Manager – Anaheim
- Public Benefits Marketing Manager – Glendale
- Marketing Manager – Pasadena
- Utility Public Benefits Business Relations Manager - Riverside
- \*Customer Programs Coordinator (60% of Benchmark)
- Senior Conservation Advisor (53% of Benchmark)

### POWER PRODUCTION SUPERINTENDENT (+ IBEW Production Operator)

- Public Utilities Generation Plant Manager – Anaheim
- Power Plant Superintendent – Glendale
- Power Distribution Superintendent – Pasadena
- No Comparable - Riverside
- Combustion Turbine Specialist (76% of Benchmark) or 111% of Sr. Inst. Control Tech.)
- Power Plant Maintenance Supervisor (93% of Benchmark) or 136% of Sr. Power Plant Mechanic
- Power Plant Test Supervisor (77% of Benchmark) or 111% of Sr. Inst. Control Tech.
- Power Production Operations Supervisor (93% of Benchmark) or 121% of Power Plant Shift Super

### POWER SUPPLY MANAGER

- Integrated Resources Manager – Anaheim
- Power Management Administrator – Glendale
- Business Unit Director – Pasadena
- N/C - Riverside

## EXHIBIT G– CONTINUED

### PRINCIPAL CIVIL ENGINEER/BWP

- Civil Engineer– Anaheim
- Principal Civil Engineer – Glendale
- Principal Engineer– Pasadena
- Principal Engineer - Riverside
- \*Manager Water Engineering/Planning (110% of Benchmark)
- Senior Civil Engineer/BWP (88.50% of Benchmark)
- Principal Civil Engineer (100% of Principal Civil Engineer/BWP)
- Senior Civil Engineer (100% of Senior Civil Engineer/BWP)
- Senior Civil Engineer Associate (82.48% of Senior Civil Engineer)

### PRINCIPAL ELECTRICAL ENGINEER

- Principal Electrical Engineer – Anaheim
- Principal Electrical Engineer – Glendale
- Principal Engineer – Pasadena
- Principal Electrical Engineer – Riverside
- Manager T&D Engineering (110% of Benchmark)
- Manager Telecommunications (100% of Benchmark)
- Power Resources Manager (105% of Benchmark)
- Senior Electrical Engineer (92.37% of Benchmark)

### WAREHOUSE MANAGER/BWP

- Warehouse Manager – Anaheim
- Stores Supervisor – Glendale
- Materials and Warehouse Manager– Pasadena
- N/C - Riverside

## 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.

### ADMINISTRATIVE ANALYST I

- Staff Analyst – Anaheim
- Senior Administrative Analyst – Garden Grove
- Administrative Analyst Glendale
- Administrative Analyst – Huntington Beach
- Administrative Analyst - Inglewood
- Administrative Analyst – Long Beach
- Management Analyst II - Pasadena
- Administrative Analyst – Riverside
- Administrative Analyst II – San Bernardino
- Management Analyst – Santa Ana
- Administrative Analyst - Santa Monica

## EXHIBIT G– CONTINUED

Administrative Analyst - Torrance  
\*Administrative Analyst II (116.26%)  
Administrative Assistant (77.92%)  
Management Intern (52.52%)

### **BUILDING INSPECTOR**

Building Inspector II – Anaheim  
Building Inspector – Garden Grove  
Building Inspector – Glendale  
Inspector II, Building – Huntington Beach  
Building Inspector – Inglewood  
Combination Building Inspector – Long Beach  
Building Inspector – Pasadena  
Building Inspector II – Riverside  
Building Inspector II – San Bernardino  
Building Inspector – Santa Ana  
Combination Building Inspector II – Santa Monica  
Building Inspector - Torrance  
\*Deputy Building Official (154.20%)  
Permit Coordinator 88.41%)  
Plan Check Engineer 114.89%)  
Principal Building Inspector 118.03%)  
Principal Plan Check Engineer 110.92%)  
Senior Building Inspector (110.92%)  
Senior Electrical Inspector (110.86%)  
Senior Plan Check Engineer (120.31%)  
Senior Plumbing & Mechanical Inspector 110.86%)

### **FLEET SERVICES SUPERVISOR**

Public Works Operations Superintendent – Anaheim  
Equipment Maintenance Superintendent – Garden Grove  
Shop Superintendent – Glendale  
N/C – Huntington Beach  
Fleet Maintenance Supervisor – Inglewood  
No Comparable – Long Beach  
Fleet Maintenance Superintendent – Pasadena  
Fleet Operations Manager – Riverside  
N/C – Santa Ana  
Equipment Maintenance Supervisor – San Bernardino  
Fleet Maintenance Superintendent – Santa Monica  
Fleet Services Manager - Torrance  
\*Facilities Maintenance Manager (103.77%)  
Construction Superintendent (103.77%)  
Custodial Supervisor (72.19%)  
Fleet Manager/BWP (105.56%)  
Fleet Superintendent (111.11%)  
Landfill Supervisor (100%)  
Public Works Supervisor (100%)  
Recycling Coordinator (102.58%)

## EXHIBIT G– CONTINUED

Recycling Specialist (87.89%)  
Sanitation Supervisor (89.77%)  
Senior Sanitation Supervisor (100%)  
Traffic Signal Manager (102.70%)  
Transportation Services Manager (100.64%)

### FORESTRY SERVICES MANAGER

Benchmark will be 79% of Deputy Director Parks, Rec. & Community Services  
Landscape Services Manager will be 99% of Benchmark

### HAZARDOUS MATERIALS SPECIALIST

Senior Hazardous Materials Specialist – Anaheim  
No Comparable – Garden Grove  
Hazardous Materials Supervisor – Glendale  
Hazardous Materials Program Specialist – Huntington Beach  
No Comparable – Inglewood  
No Comparable – Long Beach  
Hazardous Materials Specialist – Pasadena  
No Comparable – Riverside  
No Comparable – Santa Ana  
No Comparable – San Bernardino  
Senior Fire Inspector-Hazardous – Santa Monica  
Hazardous Materials Analyst – Torrance  
\*Disaster Preparedness Coordinator (91.51%)

### INFORMATION SYSTEMS ANALYST III

Application Development Analyst II (80.11%)  
Application Development Analyst III (100%)  
Database Administrator I (102.83%)  
Database Administrator II (117.23%)  
Information Systems Analyst II (80.11%)  
Network Support Analyst II (75.96%)  
Network Support Analyst III (94.65%)  
Operations Systems Analyst I (78.67%)  
Operations Systems Analyst II (89.68%)  
Technical Support Analyst III (79.38%)  
Technical Support Analyst IV (96.57%)

### JAIL MANAGER

Detention Facilities Manager – Anaheim  
No Comparable – Garden Grove  
Jail Administrator – Glendale  
Senior Detention Officer – Huntington Beach  
Jail Manager – Inglewood  
No Comparable – Long Beach  
Police Administrator – Pasadena  
No Comparable – Riverside  
No Comparable – San Bernardino  
Jail Administrator – Santa Ana

## EXHIBIT G– CONTINUED

Jail Management Supervisor – Santa Monica  
No Comparable - Torrance  
\*Police Records Manager (99.69%)  
Senior Rangemaster/Armorer (91.21%)

### LITERACY COORDINATOR

Supervising Librarian (94.25%)  
(NOTE: Same cities but at this time there are no titles for the other cities. Need a new survey.)

### PRINCIPAL PLANNER

Principal Planner – Anaheim  
Senior Planner – Garden Grove  
Senior Planner – Glendale  
N/C – Huntington Beach  
Senior Planner – Inglewood  
Planner V – Long Beach  
Principal Planner – Pasadena  
Principal Planner – Riverside  
Senior Planner – San Bernardino  
Principal Planner – Santa Ana  
Senior Planner – Santa Monica  
Principal Planner - Torrance  
\*Deputy City Planner (115.61%)  
Downtown Manager (102.99%)  
Employee Rideshare & Outreach Coordinator (74.39%)  
Grants Coordinator (88.34%)  
Housing Officer (107.97%)  
Housing Development Manager (106.88%)  
Parking Analyst (74.78%)  
Project & Real Estate Manager (106.69%)  
Redevelopment Project Manager (107.98%)  
Senior Planner (93.25%)  
Senior Redevelopment Project Manager (112.73%)

### PURCHASING MANAGER

Benchmark will be at 80% of the Deputy Financial Services Director  
Senior Buyer will be at 89% of the Benchmark

### RECREATION SERVICES MANAGER

74.19% of Deputy Director Parks & Recreation – Recreation Services

### STATION MANAGER/SENIOR PRODUCER

No Comparable – Anaheim  
Cable Production Supervisor – Garden Grove  
Broadcast Manager – Glendale  
Television Producer/Director – Huntington Beach  
No Comparable – Inglewood  
No Comparable – Long Beach



## EXHIBIT G– CONTINUED

No Comparable – Pasadena  
No Comparable – Riverside  
No Comparable – Santa Ana  
N/C – San Bernardino  
No Comparable – Santa Monica  
Cable Television Production Supervisor – Torrance  
\*Public Information Specialist (100%)  
Video Production Supervisor (98.83%)

### **SUPERVISING CONSTRUCTION INSPECTOR**

Construction Inspector Supervisor – Anaheim  
Building Inspector Supervisor – Garden Grove  
Senior Construction Inspector – Glendale  
Senior Construction Inspector – Huntington Beach  
Senior Construction Inspector – Inglewood  
Principal Construction Inspector – Long Beach  
No Comparable – Pasadena  
Chief Construction Inspector – Riverside  
No Comparable – Santa Ana  
Construction Engineer – San Bernardino  
Inspection Supervisor – Santa Monica  
Building Inspector Supervisor - Torrance

### **WORKERS' COMPENSATION COORDINATOR**

Claims Examiner – Anaheim  
No Comparable – Garden Grove  
Workers' Compensation Analyst – Glendale  
Senior Workers' Compensation Claims Examiner – Huntington Beach  
Safety & Health Assistant – Inglewood  
Workers' Compensation Claims Examiner – Long Beach  
Workers' Compensation Claims Examiner – Pasadena  
Claims Examiner – Riverside  
Workers' Compensation Specialist – San Bernardino  
Senior Workers' Compensation Claims Examiner – Santa Ana  
Workers' Compensation Claims Examiner – Santa Monica  
Workers' Compensation Claims Examiner - Torrance  
\*Liability Claims Coordinator (92%)  
Records Management Coordinator (100.68%)  
Safety Coordinator (108.41%)  
Workers' Compensation Administrator (129.51%)

\*Classifications tied to benchmark.



## EXHIBIT H

### ISSUES TO BE DISCUSSED OR NEGOTIATED DURING THE TERM OF THE MOU

1. The City and BMA agree to discuss expansion of 125 options including Retirement Health Savings Plans [401(a)].
2. The City and BMA agree to negotiate revision to grievance and discipline procedures.
3. Merit Pay
4. Light Duty Policy
5. Working out of Class Policy
6. Workers' Compensation Program
7. Employee Assistance Program
8. Overtime issues related to Power Production Manager



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