Memorandum of Understanding

between the

City of Burbank

and the

Burbank City Employees' Association

October 18, 2011 through June 30, 2014

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ARTICLE I
RECOGNITION

SECTION A RECOGNIZED-EMPLOYEES' ORGANIZATION

The Burbank City Employees' Association, affiliated with the American Federation of State, County, and Municipal Employees, as Local 3143, (hereinafter referred to as "BCEA") is the recognized employee organization for all personnel (hereinafter referred to as "affected employees") employed by the City of Burbank (hereinafter referred to as "City"), in the classifications listed in Exhibits A, B, and C to this memorandum. The City will meet and confer with the BCEA as to changes to existing and newly created classifications and appropriate rate of pay for such new classifications within the bargaining unit.

SECTION B TERM OF AGREEMENT

This Agreement is effective October 18, 2011 and will take the place of the 2010-2012 MOU. The term of this Agreement shall continue in effect until the 30th day of June 2014. The parties, during the term of this Agreement, may mutually agree to consider other specific proposals. The City shall agree to start negotiations for the 2014-2015 MOU no later than March 2014. The intent of the parties is to complete these negotiations as soon as possible.

If, during the first year of the contract, the City has not achieved the goal of all employee units paying ½ of the CalPERS member 8% contribution or has not made a substantive good-faith effort towards the goal, the BCEA may reopen discussions and opt-out of the most recently negotiated provisions of this contract. Any exercise of this opt-out provision shall only be of the items that were negotiated in 2011-12 and not of the entire pre-existing contract. The City shall not reimburse BCEA members for any payments made towards the CalPERS member 8% contribution during the first year of the contract.

SECTION C CONFIDENTIAL-RESTRICTED

The parties hereto recognize that affected employees who hold positions in the classifications enumerated in Exhibit C of this Memorandum of Understanding are recipients of confidential and sensitive information. As a result, the parties agree that no such employee shall (I) serve as a board member, officer, or steward of the BCEA; (II) serve on a team which either consults, or meets and confers, with City management over issues related to wages or the terms and conditions of City employment; or (III) serve as designated employee representative in any grievance or disciplinary procedure.

SECTION D PART TIME

Part-time employees except those having temporary or seasonal status, are covered by this Memorandum of Understanding and are represented by the BCEA.

SECTION E TEMPORARY STATUS

Full or part-time employees having temporary status are not represented by the

BCEA; such employees shall have no rights, privileges or benefits under this Memorandum of Understanding. However, should a current exempt, probationary, or permanent employee accept a temporary position, they may be temporarily classified as "Exempt" for the sole purpose of allowing the employee to accept the temporary position without loss of benefits.

SECTION F LIMITATIONS ON LENGTH OF TEMPORARY EMPLOYMENT

The City shall notify the BCEA in writing prior to the employment of, or the intention of temporary appointments, and the expected duration of each appointment. No person shall be employed by the City under temporary appointment to one or more positions in the Civil Service System for a total of more than six (6) months in any twelve (12) month period unless approved by the Civil Service Board and the BCEA.

SECTION G EXEMPT STATUS

Full or part-time employees having "exempt" status as listed in Exhibit B are not covered by the Civil Service System of the City of Burbank; however, such "exempt" employees are represented by the BCEA. "Exempt" employees are covered by this Memorandum of Understanding except for **Article IX and Exhibit E.** Exempt employees may file grievances and take such grievance to and through the third step of the grievance procedure per **Article XIII Section C.4,** not to include appeal to the Civil Service Board or to arbitration.

SECTION H SELECTED HOUSING TITLES

The layoff procedures in Article X do not have to be followed by the City in the case of:

HOUSING ASSISTANT
HOUSING SPECIALIST
HOUSING SERVICES ASSISTANT

Except for the above-cited limitations, these employees are entitled to full BCEA representational rights.

SECTION I HEALTH, WELFARE AND SAFETY CLAUSE

Prior to and during any job action, the union agrees to maintain sufficient number of critical employees to ensure that the City of Burbank supplies the necessary services to maintain the health, safety and welfare of the community.

ARTICLE II
SALARY AND COMPENSATION

SECTION A SALARY SCHEDULE

1. Effective June 22, 2014, the salaries for all BCEA positions will be increased by a minimum of 2.25% to a maximum of 3% based on survey.

SECTION B 14-STEP SALARY PLAN

1. MAINTENANCE OF 14-STEP RANGE

Salary ranges for affected employees shall remain as a fourteen-step salary plan. There shall be a difference of two and one-half percent (2 1/2%) between steps.

Effective October 18, 2011 for the duration of this contract, there will be four (4) steps added to the bottom of the ten-step salary range, lowering the bottom of the salary range by 10%. All provisions referencing the ten-step salary range will remain in place. This provision will be implemented as soon as practicable after the effective date.

SECTION C INITIAL SALARY

The initial compensation, fixed by reference to the ten-step salary schedule, shall be Step 1, except that:

1. INCREASED COMPENSATION TO ATTRACT QUALIFIED PERSONNEL
   The City Manager may recruit personnel at a step higher than Step No. 1 should it be found that it is impracticable to obtain qualified personnel for such position at Step No. 1.

2. PAY INCREASE WITH ADVANCEMENT SENIORITY (PROMOTIONAL)
   The City and the BCEA agree that any employee, in steps 1-10, who is promoted to a new classification, shall move to the next highest salary in the new classification plus two (2) steps. The next step advancement date for this employee shall be twelve (12) months from the date of promotion.

3. INCREASED PAY FOR COMPARABILITY PURPOSES
   The City Manager may fix initial compensation at a step higher than Step No. 1 when it is found that an appointee to a supervisory position will receive compensation at a rate equal to or lower than one or more of his or her subordinates, provided that such initial compensation shall not exceed the rate of pay next higher than that of the highest subordinate other than those subordinates who are being paid at a “Y” rate, are on a temporary service, or are being paid a salary differential to which the supervisor is not entitled.

SECTION D ADVANCEMENT IN SALARY

1. CLASSIFICATION COMMENCEMENT
   With respect to all appointments including transfers, made after December 16, 2007, classification shall be deemed to commence on the exact date of the employee’s hire date .

2. MOVEMENT WITHIN THE 14-STEP RANGE

Affected employees below the 14th step of the salary range shall be considered for salary adjustment on an annual basis and may receive an adjustment of zero to three steps within a year. The department head shall have the authority to grant step increases. Initial adjustments for employees starting service at step one in any affected classification shall be made at six months of service if the employee's job performance at the six month period is satisfactory. A zero to three step adjustment may be given based on one evaluation for these employees only. Subsequent evaluations for affected employees shall be made effective on the anniversary date of the employee's sixth month of service. The department head shall have the authority to grant salary adjustments based on evaluations more than once annually only to the extent that an employee not exceed an increase of three steps within a one-year period. Salary increases within the salary range shall be based upon satisfactory job performance. In no case will an employee receive less than two steps if their current and immediate prior evaluations are satisfactory or above. All employees may be evaluated every six months at the department head's discretion. The performance evaluation shall be conducted on forms agreed upon between representatives of the City and the BCEA. Evaluations shall be conducted by the employee's supervisor, subject to review and concurrence by the department head. Proper notice of 48 hours prior to meeting shall be given to the employee. Employees shall be allowed to retain evaluation for 48 hours to review and compose comments. Salary increases shall only be given based upon a performance evaluation.

3. FAILURE TO PERFORM EMPLOYEE EVALUATIONS

If the Department fails to process a Personnel Action Form on the due date, it is assumed that the employee meets expectations and shall be given a two (2) step salary increase, not to exceed step 14. The Benefits Section shall initiate the necessary paperwork to process the step(s) increase retroactive to the due date. This will begin upon notification of Employee Relations by the union or employee of a late evaluation. (This will require the department to complete the paper process.) Effective July 1, 2005, if an employee has two consecutive missed evaluations the employee shall be given a check equal to one percent (1%) of annual salary. Although this 1% will be provided to employees as a lump sum, it will be reported on an annualized basis to the Public Employee Retirement System (PERS) in accordance with State regulations. This acknowledges that an employee was precluded from having goals and objectives set for the BCEA Merit Pay of up to five percent (5%) that all BCEA employees are eligible for. This failure by management shall not warrant accelerating an employee's next scheduled evaluation. The parties agree that this rule will not be applicable to employees in the following circumstance, unless otherwise mutually agreed to in writing:

A. If the employee has been off work at least 30 days prior to the date

that the employee was supposed to be given the evaluation and the employee continues to be off duty, the 1% provision will not apply until at least 30 consecutive days after the employee returns to duty (i.e. the supervisor must give the employee the performance evaluation within 30 days of the date that the employee returns to work). Should the supervisor fail to give the employee the performance evaluation within this time frame, the above 1% provision will be applicable.

B. Employees must have occupied the same position (excluding title changes only) for two consecutive years. As such, an employee who is continually promoted on or prior to their evaluation due date to another position will not be eligible for the 1% until they have occupied a position for long enough that they have missed two consecutive evaluations.

4. DENIAL OF STEP INCREASE

An employee who receives two consecutive overall below satisfactory performance evaluation ratings shall not be advanced to the next salary step. The department head may reduce the monthly salary of an employee by up to two (2) steps in any twelve (12) month period on the basis of two consecutive overall below satisfactory performance evaluation ratings. No evaluation done prior to July 1, 1987, shall be used to reduce an employee in salary. Furthermore, no employee shall receive a reduction in salary exceeding two (2) steps in a five-year period. Finally, no employee who received fifth step under the five-step plan prior to July 1, 1987, shall receive a reduction to a step below the ninth step.

5. DOCUMENTATION & PROGRESSIVE DISCIPLINE

A below satisfactory performance evaluation will not be used for denial of a step increase, unless documentation and justification for the evaluation exists. A reduction of a step or steps shall be treated as a disciplinary action and shall fall under the rules of progressive discipline. Such documentation and justification shall be consistent with the principles of progressive discipline.

6. APPEALS

All denials and reductions are fully appealable through the grievance procedure and the procedures outlined in this agreement.

7. ELIGIBILITY AFTER STEP INCREASE DENIAL AND SALARY REDUCTIONS

An employee who has had a step increase denied or salary reduced shall be reconsidered for a future step increase no later than six months following the denial/reduction. Any increase shall be based upon satisfactory job performance.

8. OBJECTION TO SALARY INCREASE

Step increases shall be automatic unless the department head of such employee, or the City Manager if there is no department head, objects in writing to such increase, detailing the reasons therefore, and serves such objection on the Management Services Department not later than the 25th day of the month preceding the date on which the salary increase is to take effect. It shall be the duty of the Management Services Department to notify the department head or City Manager, as the case may be, of any impending step number salary increase at least ten (10) days, but not sooner than thirty (30) days, prior to the date on which such increase is to take effect. Whenever objection to any increase is filed with it, the Management Services Department shall notify the employee affected that his or her step advancement has not been approved.

9. ELIGIBILITY AFTER STEP INCREASE DENIAL

Failure to receive a salary increase as herein provided shall not preclude any employee from thereafter receiving such increase. Any employee so affected shall receive such increase after he or she shall have been classified in his or her current step number for an additional six (6) months, and, in the event the increase is again successfully opposed as herein provided, the employee shall be eligible for such increase yearly thereafter, subject, however to objection and denial as herein provided.

Satisfactory job performance may be determined by a performance evaluation or a memo outlining in detail the progress the employee has made with the issues that precipitated the salary reduction.

10. ACCELERATION OF STEP INCREASES

Step advancement may be accelerated by the City Manager. All employees must comply with each of the following conditions:

A. The department head in his or her written request for acceleration certifies that the employee has performed his or her work in an outstanding, meritorious manner, giving the reasons therefore, or certifies that the employee has regular, full-time responsibilities of supervision whose rate of pay is equal to or less than one or more of his or her subordinates and that in making the request he or she has already exhausted the assignment resources which would have placed a senior supervisor over a senior subordinate; provided that for supervisory responsibilities, the acceleration will not result in a rate of pay which shall exceed the rate of pay next higher than that of the highest paid subordinate, other than those subordinates who are being paid at a “Y” rate, are on temporary service, or are being paid a salary differential to which the supervisor is not entitled. Requests for acceleration on the basis of supervisory/subordinate relationship shall be submitted to the City Manager through the Management Services Director and the department head shall use such references as the class specifications and the most recent organization chart approved by the City Manager, or in case these are not conclusive, he or she shall include a written statement

setting forth the duties and the place of the position in the department organization. The anniversary date of the supervisor whose salary is accelerated as herein provided shall not be changed by such accelerations;

B. At least six (6) months have elapsed after the employee's appointment to the classification;

C. Not more than two (2) salary steps are recommended;

D. The employee has had no previous step advancement acceleration during his or her employment in the particular classification;

E. The employee's seniority held in the step from which advanced is carried forward.

11. MERIT PAY JOINT LABOR / MANAGEMENT COMMITTEE
The merit pay plan has been suspended for the term of this MOU.

SECTION E "Y" RATE

Whenever the salary of any employment is lowered such change shall not affect any person then holding such employment. Such person shall continue to receive this current rate of pay together with any step advancements to which he or she may be entitled in accordance with the provisions of this article. Additional increases may be prescribed by the Council if recommended by the City Manager. Rate of pay established under this section shall be distinguished by the addition of the letter "Y". This designation shall be removed whenever the rate of pay for the employment shall be increased to an amount that equals or exceeds the "Y" rate at the then current step.

SECTION F PAY DATES

The City and the BCEA agree that the pay dates shall be every other Thursday starting with the pay period beginning on December 16, 2007 or upon implementation of the new Oracle Payroll System whichever is later.

SECTION G SHIFT PAY

1. Full-time employees working a second shift assignment shall receive a $1.05 per hour shift differential for each hour worked. "Second shift" shall mean a regularly scheduled work period starting between the hours of 2 PM and 8 PM.

2. Full-time employees working a third shift assignment shall receive a $1.25 per hour shift differential for each hour worked. "Third shift" shall mean a regularly scheduled work period starting between the hours of 8 PM and 4:59 AM.

3. Any full time employee who works the next shift by a total of hours that is

one hour less than their full work day shall receive for those hours the shift differential of that shift (i.e., an employee who starts a 12 hour shift at 7 PM shall receive one hour at “second shift” and eleven hours at “third shift”.

SECTION H DIFFERENTIAL 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. 40-hour workweek with no time off for 10.5 holidays for Senior Water Plant Operator, Water Plant Operator, Senior Security Guard, Security Guard, and Sanitation Worker classifications.
   5%

2. Fire Equipment Mechanic, Fire Equipment Specialist, Tire Maintenance Worker and employees assigned to the Heavy Duty Section of the Public Works, Fire, or Burbank Water and Power Equipment Maintenance Division.
   5%

3. Fire Equipment Specialist who obtains a certificate indicating completion of training on fire equipment apparatus. Helicopter Mechanics who have attained airworthiness certificates. (AMP each Certificate)
   2.5%

4. Fire Equipment Specialist, Fire Equipment Mechanic, or Fire Safety Analyst assigned to carry a pager.
   10%

5. Asphalt spraying assignment performed by Laborer classification.
   5%

6. Spraying with Toxic insecticides, fungicides, or herbicides for pest and weed control by Tree Trimmer, Senior Tree Trimmer, Senior Groundskeeper, Groundskeeper, Groundskeeper Helper, Landscape Leadworker and Tree Trimmer Leadworker.
   $ 5.00/day for four hours or $ 10.00/day for over four hours

7. Possession of advisor license for spraying as described in (5) above and providing a written advisement during a pay period. If the employee has both an advisor and applicator license, he or she shall receive just the differential under this section.
   10%

8. Regular assignment to sewer construction and maintenance performed by Laborer, Skilled Worker, Public Works Journeyman, and Street

Maintenance Leadworker.
5%

9. Refuse collection assignment performed by Solid Waste Truck Operator or Solid Waste Leadworker classification.
5%

10. Assignment to a "one-man" refuse collection truck performed by Solid Waste Truck Operator or Solid Waste Leadworker classifications.
5%

11. Regular assignment to refuse collection truck or bin repair service performed by Solid Waste Utility Worker and Welder.
5%

12. An employee in the Solid Waste Truck Operator classification who is assigned to supervise refuse crews in the field. After one year of cumulative, but not necessarily continuous satisfactory performance in such an assignment.
2.5%

13. Assignment to call-out crew for sewer construction and maintenance performed by Collection Systems Leadworker, Collection Systems Journeyman, and Collection Systems Worker.
10%

14. All persons holding positions in the classification of Police Records Technician who are assigned the responsibility of shift supervision shall receive a differential when performing such supervision assignment.
$1.00/hour

15. Effective September 7, 2008 all persons holding the position of Motor Sweeper Operator or Heavy Truck Driver assigned to the sweeper crew, shall receive a Hazard Premium for exposure to hazardous substances.
5%

16. Any clerical employee below the level of Senior Secretary, who is assigned to the taking of minutes at any official City Board, or Commission.
5%

17. All persons holding the position of Industrial Painter.
5%

18. Any person, who in the course of his or her duties, are called upon to speak a second language. This language shall not be construed as to modify existing description of duties for those affected classifications. A bilingual bonus will be paid to qualified employees who are assigned to

speak a second language. Such assignment shall not be arbitrary and capricious.

A. Individuals desiring to receive the bonus must have their proficiency in a second language evaluated through the standard method already mutually agreed upon between the City and BCEA.

B. Employees may be required to select their shifts in such a manner to allow utilization of their expertise on all shifts. Such shift selection shall be made on the basis of seniority.
$46.16/pay period - Full Time Employees
$29.08/pay period - Part Time Employees (Including Crossing Guards)

19. Assignment to a call out crew for the Traffic Signal section of the Public Works Engineering Division for traffic signal work performed by employees assigned to that function.
10%

20. Construction & Maintenance Workers, Water Operations Personnel, Carpenters, and Cement Finishers in Burbank Water and Power that have been trained and certified in the operation of a backhoe and other heavy equipment, excluding forklift and dump trucks.
5%

21. Employees in refuse that are assigned to the landfill for training including all solid waste classifications, or any employee who performs work at the Landfill for a pay period or more.
5%

22. Employees shall receive a differential when performing lead abatement assignments.
5%

23. All Water Division Personnel who are assigned the responsibility of a troubleshooter or assigned to the power shift shall receive a differential when performing such assignment.
5%

24. All Storekeepers when assigned full time supervisory responsibility in the absence of any other on site supervisors.
5%

25. Assignment to Water Division stand-by duty for employee's on-call for a twenty-four (24) hour continuous assignment.
Two (2) Hours Straight Time

26. Assignment to Water Division stand-by duty for employee's on-call from the end of a regularly scheduled work shift to the beginning of the next

day's regularly scheduled work shift (overnight).
One (1) Hour Straight Time

27. When an employee in the Water Division who is being paid a differential under (25) and (26) above to work stand-by duty, responds to a call using the computer and is not required to respond to the job site. The four hour minimum paid under Section 5.A. of this Article shall not apply to computer responses unless the response results in the employee going to the job site.
Three (3) hours of straight time for each incident

28. Forensic Specialist and Forensic Specialist Supervisors required to be available and on stand-by duty.
Ten (10) Hours Straight Time/Week

29. Construction & Maintenance Workers, Construction & Maintenance Leadworkers, Carpenters, and Carpenter Leadworkers in the Public Works Department that are assigned to an emergency Building Maintenance call-out crew shall receive a differential when performing such assignment. (See Exhibit F)
10%

30. Forestry Leadworkers, Senior Tree Trimmers, and Tree Trimmers in the Parks Recreation & Community Services Department that are assigned to an emergency Forestry call-out crew shall receive a differential when performing such assignment (See Exhibit G)
10%

31. Any affected employee required to handle, work with, or remove asbestos.
5% for the hours actually working with or removing asbestos.

32. Utility worker assigned full time to the handling of hazardous material at the Recycling Center.
10%

33. Employees designated by their department and certified by the State to operate a mobile crane. Management has the right to determine the number of employees who will receive this differential. In Parks, Recreation & Community Services Department, employees currently certified and trained will receive this pay at least until the time of their next certification.
1%

34. In order to maintain a qualified work force and retain employees in hard to fill positions, the City will provide a retention bonus under the following guidelines.
    A. Management will have the option at its discretion to offer a retention bonus to any class represented by BCEA. The selection of the

class and the amount of the bonus will be totally at the option of management, but BCEA will be consulted prior to the implementation of a retention bonus.

B. Management may at its option discontinue the retention bonus for any class, but must first discuss the reasons for the discontinuance with BCEA.
Up to 5.25%

35. Senior Animal Control Officers and Animal Control Officers required to be available and on standby duty.
Three Hours of Straight Time Pay/Week

36. Effective September 7, 2008, one person, either a Water Plant Mechanic or Water Plant Operator to be assigned as a Hazardous Materials Trainer in the Water Division.
5%

SECTION I WORKING OUT-OF-CLASS

1. OUT-OF-CLASS

The City shall 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 one “normal” working day or longer, payment will be effective beginning the first day.

B. Work performed for less than eight (8) hours on the first day of such assignment shall not be eligible for out-of-class pay, except for the classification of Solid Waste Truck Operator which shall be entitled to working out-of-class pay commencing with the first hour of work and part-time employees shall be entitled to working out-of-class pay commencing with the completion of one “scheduled” work day.

C. Any person assigned to working out of class, shall receive the same salary increase as applicable in a promotion under **Article II, Section C-2**. No person working out of class may receive less than a five percent (5%) increase over their base monthly salary. For purposes of this section, base monthly salary shall include tenth step. In the event that a person working out of class is computed to receive less than a five percent (5%) increase under the promotion formula, that person shall be retained at their current salary and a five percent (5%) differential shall be added to their base monthly salary during such time as the employee is assigned to the out-of-class opportunity.

D. Part-time employees shall be eligible for “working out-of-class” on the same basis, as a full-time employee. Except that his or her

"work day" shall be their hours worked at the out-of-class position.

E. There will be **no** out of class pay when filling in for an Executive Assistant on "N" days and vacation days. The City **will** pay out of class for a Senior Secretary who works as an Executive Assistant in absences of at least fifteen (15) consecutive days as a result of vacations, catastrophic illness, return from IOD, FMLA or CFRA time off, pending recruitment approved leave of absence, administrative leave or suspension, jury duty, etc.

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 at least 51% or more of his or her time performing duties of a higher level which are not generally included in his or her 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 an employee feels he or she is working out-of-class, he or she should discuss it with his or her 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 policy. When in the past this standard has been waived, it will continue to be waived and the employee will receive the out-of-class pay as provided in this Article.

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. The City will rotate out-of-classification opportunities of longer than thirty (30) calendar days duration when more than one interested employee, within the chain of command and where the opportunity arises, meets the minimum qualifications (the parties agree that, if the assignment is longer than thirty (30) calendar days, the assignment shall be rotated from the beginning). It is agreed by the parties that the phrase “within the chain of command” means those traditional classifications in one or more work units and in one or more divisions from which the City has drawn employees when an out-of-class opportunity arose in the past.

D. If a Senior Recreation Leader or a Recreation Coordinator is teaching a class or supervising a seasonal program and/or conducting a scheduled activity, the City may exempt such parties from this rotation during the life of the class, activity, and/or program, as long as such exemption does not exceed nine (9) weeks. When such an exemption is made by the City, then the employee(s) exempted shall be given priority to rotate at the next available opportunity.

E. 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.

F. 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.

G. The mere doing of certain portions of the higher position or only performing the less difficult parts until the position is filled is not work out-of-class.

SECTION J OUT-OF-CLASS/UPGRADE APPEAL

1. If an employee feels that he or she is improperly classified he or she should obtain a Position Information Questionnaire from his or her immediate supervisor or the Management Services Department, fill it out, and present it to the supervisor with a brief memo requesting a position audit. The supervisor will review the request.

2. 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 or 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 or she will prepare a Position Audit Request form and submit this form with the employees' memo and Position Information Questionnaire to the Management Services Department. The Management Services Department shall notify the BCEA upon initial receipt and subsequent findings of all audit request originally initiated by the employee.

5. The Management Services Department will audit the position and make a recommendation to the City Manager within thirty (30) working days of receipt of a completed Position Information Questionnaire.

6. If the City Manager determines that an employee has been working out-of-classification, the employee will be compensated at the higher rate from the period of time the Position Information Questionnaire and the brief memo requesting a position audit was submitted to the immediate supervisor (with a copy to the department manager) to the time when the employee is either returned to duties that no longer constitute WOC or is promoted.
7. An employee may appeal the decision of his or her department manager or the Management Services Department by filing a written grievance with his or her department manager within fifteen (15) working days of the decision.

SECTION K UNIFORMS

1. POLICE AND FIRE UNIFORM ALLOWANCE
   A. For the below listed police and fire classifications, the City shall provide annual uniforms as determined by the department head with the notification and input of BCEA. The City will administer this Section in good faith so that employees will continue to receive quality uniforms in proper quantities. The uniforms will be of a quality and style mutually agreed upon between the City and the BCEA and will be no less than the quantity previously provided by the BCEA under the 1986/88 Memorandum of Understanding. For all such employees, replacement uniforms shall be provided as needed except employees will bear the replacement cost if a uniform is lost or is deliberately damaged by the employee. Also, the cost of changing uniform sizes more than four (4) times in any eighteen (18) month period shall be borne by the employee except when such changes are due to pregnancy or medical conditions:

      POLICE CADET

POLICE RANGE PERSONNEL
POLICE TECHNICIAN
CROSSING GUARD
PARKING CONTROL PERSONNEL
CLERICAL PERSONNEL
POLICE RECORDS TECHNICIAN
POLICE RECORDS TECHNICIAN SUPERVISOR
KENNEL ATTENDANT
ANIMAL CONTROL PERSONNEL
FIRE PREVENTION PERSONNEL
FIRE SAFETY ANALYST
FORENSIC SPECIALIST
FORENSIC SPECIALIST SUPERVISOR
JAILER

B. The employee will be responsible for the cleaning and normal maintenance of such City purchased uniforms.

C. The City shall provide reimbursement to Crossing Guards and Field Service Representative II of up to $50 per pair of shoes not to exceed $100 annually.

2. COMMUNICATION OPERATORS

The City shall provide department issued polo shirts and a jacket or sweater. Employees will provide agreed upon pants, shoes, and belt. The quantity, quality and style will be mutually agreed upon between the City and the BCEA as outlined in **Exhibit M**. Replacement polo shirts, jackets and sweaters shall be provided as needed during the year except that employees will bear the replacement cost if the item is lost or is deliberately damaged or significantly faded by the employee. Employees will report damage to City issued polo shirts, jackets and/or sweaters in a timely manner.

3. UNIFORMS PROVIDED THROUGH LAUNDRY SERVICE

All employees who are currently provided uniforms including all Burbank Water and Power field personnel, shall receive no less than eleven (11) clean sets of uniforms per ten (10) working days. The City shall continue its policy of providing uniforms as required. The uniforms will be of a quality and style no less than that agreed to in the past.

4. FIELD EMPLOYEES

All City field employees will be issued uniform jackets and hats.

A. The City and BCEA agree to the establishment of a joint Labor/Management Committee to resolve issues relating to the manner in which jackets and hats will be authorized. The parties agree that the number of committee members, the methodology to be used by the committee and the timetable shall be in place no later than thirty (30) days after the adoption of the BCEA MOU to

be effective July 1, 1999. The parties further agree that the deadline for reaching agreement on these issues will be no later than one hundred twenty (120) days from the date that the committee is established.

5. EQUIPMENT DAMAGE
Employees whose uniforms or personal equipment are damaged as a result of on duty accidents or incidents shall be entitled to indemnification for the losses involved, provided the loss or damage is not the result of unreasonable abuse or neglect by the employee. Also, in the case of "personal equipment" as mentioned in this section, the City will indemnify the employee only if:

A. The equipment was being utilized for the benefit of the City;

B. The employee took reasonable safeguards to protect the equipment, and;

C. The cost of the equipment was reasonably related to its use.

6. RETURN OF UNIFORMS AND PATCHES
All uniforms (including patches) will be returned to the City upon the employee's separation from City employment.

7. UNIFORM VALUE
All employees who receive uniforms, as described in this Section, shall have the value of those uniforms, as determined by the City, reported (on a bi-weekly basis) to the Public Employees' Retirement System (PERS) for retirement purposes.

SECTION L DRESS CODE

1. The purpose of this policy is to set forth dress and appearance standards for the City of Burbank employees.

2. Each employee of the City of Burbank shall maintain a neat, professional appearance, appropriate to his or her assigned duties in serving the community. It is the responsibility of each individual employee to use good judgment, wear appropriate attire, and to present an appearance that meets the professional standards of the City.

3. CITYWIDE DRESS AND APPEARANCE STANDARDS
The following shall be the minimum acceptable standard for City employees.

A. Condition of clothing -
Clean clothing and appropriate footwear shall be worn daily and shall be in good condition. All clothing shall be free of holes and tears, maintained in a clean condition.

B. Grooming -

All employees are expected to maintain high standards of good grooming and personal hygiene.

C. Slogans/Logos -
No clothing may be worn which has a product endorsement, projects a negative image, represents a conflict of interest, or otherwise is contrary to the best interests of the City of Burbank. Examples include products with controversial slogans, products that are contrary to city wellness policy, i.e. alcoholic beverages, cigarettes, products that represent or advertise firearms or other weapons, or products, which create an uncomfortable controversial or offensive image to the public.

D. Casual Friday Standards -
Business casual attire does **not** include the following:

- Sweatpants and sweatshirts with design(s) and or lettering
- Shorts (Skirts, culottes and shorts that are similar in appearance to skirts and culottes are okay)
- T-shirts with design(s) and or lettering (Fashion T-shirts are okay)
- Tank and/or tube tops
- Sheer, revealing, overly short or overly tight clothing
- Overly casual sandals such as thongs or 'flip flops'
- Clothing and/or jewelry with offensive and/or controversial words and/or logo(s)
- Faded or torn jeans

4. SAFETY STANDARDS AND CAL-OSHA REGULATIONS
All safety standards and/or regulations are to be observed at all times. If in doubt whether or not an article of clothing or jewelry is hazardous to the safety of the employee or his/her co-workers, the City Safety Office shall be consulted.

SECTION M TOOL ALLOWANCE

The City shall provide a tool allowance not to exceed $ 500 annually for the purpose of purchase, maintenance and/or replacement of normally used tools. The payments shall be made in two equal payments on the first pay date in December and the first pay date in June of each year. An employee who has not worked continuously the previous six months shall be given a pro rata share of the tool allowance. This tool allowance shall be available to employees in the following classifications:

ASSISTANT TRAFFIC SIGNAL TECHNICIAN
FLEET MAINTENANCE TECHNICIAN
FLEET MAINTENANCE APPRENTICE
FIRE EQUIPMENT MECHANIC
FIRE EQUIPMENT SPECIALIST

HELICOPTER MECHANIC
SENIOR FLEET MAINTENANCE TECHNICIAN
TRAFFIC SIGNAL ASSOCIATE
TRAFFIC SIGNAL TECHNICIAN

1. The City shall provide a tool allowance not to exceed $100 annually for Tire Maintenance Worker for the purpose of purchase, maintenance and/or replacement of normally used tools. The payment shall be made in two equal payments on the first pay date in December and the first pay date in June of each calendar year. An employee who has not worked continuously the previous six (6) months shall be given a pro rata share of tool allowance.

SECTION N MILEAGE REIMBURSEMENT

1. Employees other than Meter Readers who are required to use a personal vehicle for performance of their duties shall be reimbursed as provided for in **Administrative Procedure IV-12** or in 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.

3. The mileage allowance for Meter Readers or Field Services Representative I shall be an average of one hundred eighty dollars ($180.00) per month, calculated at eight dollars and thirty one cents ($8.31) per day worked.

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 qualified benefits as provided for in 26 USCS § 125. All excess benefit dollars shall be added to each employee's taxable earnings. Discussion of new flexible benefits to be covered like Long Term Care and other possible options.
   A. Insurance Committee - The BCEA reserves the right, during the term of this agreement, to call for the establishment of a union/management committee to meet and confer to explore alternatives to current, and/or new insurance plans. The committee will convene within thirty (30) calendar days of the BCEA's written request to the City to establish said committee.

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.

   D. Employees who meet both requirements shall be allowed to utilize their § 125 Flexible Benefit Plan contributions for any of the other qualified benefits as provided for 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.

4. For purposes of this section, employees that were hired for less than forty (40) hours a week shall have their actual hours worked audited June 30th of each calendar year. This audit shall cover the previous twelve (12) month period of July 1st to June 30th. Affected employees will be notified of the result of this audit at least three working days prior to the annual health fair. New employees will be audited every six months. The City will provide the BCEA Quarterly Reports of the Part-Time Hours of Work and Benefit Status. Such audits shall be used to adjust the employee's fringe benefit status compared to their original hiring condition. This adjustment

will be effective for the twelve (12) month period beginning January 1st through December 31st of the following year. In addition, the parties agree that in order to comply with the current PERS contract, this section will not be applicable to the part-time classifications of Crossing Guard, Library Page, or Messenger-Bill Deliverer. However, these three classifications will continue to be audited for the purpose of adjusting floating holidays (**Article V, Section B.3**) and personal leave time (**Article VII, Section G.5.**) Furthermore part-time employees that have a permanent change in established work hours (added or deleted) shall, upon certification of the Department Head and processing of a PAF indicating such change, move immediately into the appropriate fringe benefit status level.

SECTION B CITY § 125 FRINGE BENEFIT CONTRIBUTION

1. The City shall provide a $515.19 per month § 125 fringe benefit contribution toward each full time eligible member of the unit hired prior to January 1, 2006, and a §125 fringe benefit contribution of $300 per month for employees hired on or after January 1, 2006. The City shall provide a $257.60 per month § 125 fringe benefit contribution toward each part-time eligible member of the unit hired prior to January 1, 2006, and $150 per month §125 fringe benefit contribution for part-time eligible members of the unit hired on or after January 1, 2006. Effective January 1, 2008 or upon implementation of the Oracle Payroll software, whichever is later, this monthly contribution will be distributed to employees in equal amounts over the 26 pay periods throughout each year.

2. In addition to the §125 fringe benefit contribution as provided in **Section B.1.** of this Article, the City will make additional §125 contributions towards the cost of medical premiums for full time eligible employees as shown on the chart below. Such medical premium contributions above the §125 fringe benefit contribution amounts will be for premium cost only.

FOR FULL-TIME EMPLOYEES HIRED PRIOR TO 1-1-06

BCEA FULL-TIME CAFETERIA/MEDICAL ALLOWANCES *EFFECTIVE 12-1-11*

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	$ 515.19	$ 0.00	$ 515.19
2 PARTY	$ 515.19	$ 456.81	$ 972.00
FAMILY	$ 515.19	$ 834.81	$ 1350.00

FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER 1-1-06

BCEA FULL-TIME CAFETERIA/MEDICAL ALLOWANCES *EFFECTIVE 12-1-11*

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	$ 300.00	$ 186.00	$ 486.00
2 PARTY	$ 300.00	$ 672.00	$ 972.00
FAMILY	$ 300.00	$ 1050.00	$ 1350.00

3. In addition to the §125 fringe benefit contribution as provided in **Section B.1.** of this Article, the City will make additional §125 contribution towards the cost of medical premiums for part time eligible employees as shown on the chart below. Such medical premium contributions above the §125 fringe benefit contribution amounts will be for medical premium cost only.

   The City will begin providing up to $212.50/month for Crossing Guards, Library Pages and Messenger-Bill Deliverers to purchase medical, dental or vision coverage through the BCEA's PEBT. These employees must meet the definition of a Part-Time employee set forth in this Article and work a minimum of 20 hours per week.

FOR PART-TIME EMPLOYEES HIRED PRIOR TO 1-1-06

BCEA PART-TIME CAFETERIA/MEDICAL ALLOWANCES *EFFECTIVE 12-1-11*

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	$ 257.60	$ 0.00	$ 257.60
2 PARTY	$ 257.60	$ 228.40	$ 486.00
FAMILY	$ 257.60	$ 417.40	$ 675.00

FOR PART-TIME EMPLOYEES HIRED ON OR AFTER 1-1-06

BCEA PART-TIME CAFETERIA/MEDICAL ALLOWANCES *EFFECTIVE 12-1-11*

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	$ 150.00	$ 107.60	$ 25760
2 PARTY	$ 150.00	$ 336.00	$ 486.00
FAMILY	$ 150.00	$ 525.00	$ 675.00

4. Effective July 1, 2007, the City will provide dental insurance for all employees working 30 or more hours per week. The insurance will have a composite rate not to exceed $118.00 and the employees will have a co-pay of $26.25 per month. Effective December 16, 2007 the co-pay will be $12.11 each pay period. Effective September 7, 2008, the City will pay the entire premium. Spouses and dependents will be covered if economically feasible under the financial provisions of this Section.

5. The City shall provide benefits for an Employee Assistance Program (EAP) at no premium cost to the affected employees. Effective July 1, 2008 mandatory EAP shall be on City time up to ten (10) hours. Any change within benefit levels shall be subject to meet and confer.

6. The City shall provide satisfactory short (STD) and long (LTD) term disability insurance coverage for all employees, at no premium cost to employees.

7. The City offers PERS sponsored health plans and a City sponsored dental plan. Delta Dental currently provides the dental program. The BCEA sponsors the Public Employees Benefit Trust (PEBT). The Trust may offer Health Insurance, Dental Insurance for part-time employees who work less than 30 hours per week, Vision Care Insurance and other insurances.

8. The medical premiums as provided in **Sections B.2.** and **B.3.** of this Article may only be applied towards health plans offered by the City or a plan recognized by the City.

9. The City and BCEA agree to add additional health care programs if approved by PERS.

10. Effective July 1, 2009 the City will provide VSP vision coverage (or a comparable plan) for full-time employees. Coverage is for the employee only; additional coverage for dependents may be purchased on a voluntary basis.

SECTION C LIFE INSURANCE

1. AMOUNT
The life insurance policy for employees represented by the Association shall be $30,000.

2. POLICY
This policy will carry an accidental death and dismemberment (AD&D) rider. The AD&D rider provides a benefit of up to $32,000 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 policy. This benefit will be provided at no cost to the employees.

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. Effective July 1, 2008 the City shall reimburse employees covered by this Agreement for seventy percent (70%) of the cost, up to $2,000 per individual in any one fiscal year, of tuition, fees, books (including computer software and audio tapes that are required for class participation), and other supplies (except drafting equipment, tools, etc., which are retained by the employee following completion of the course) for courses which are directly related to the employee's present position or promotion within the City, subject to the following conditions:

   A. Criteria

      (1) Eligibility for this program is limited to employees regularly employed for twenty (20) or more hours per week;

      (2) The course for which reimbursement is requested must be approved as job-related or promotion-related by the department manager on a form available in the Management Services Department office, prior to course enrollment;

      (3) The employee must receive a grade no lower than "pass", "C", or their equivalents as reported by the institution giving the course;

      (4) A completion certificate may be substituted for a grade report in pass-fail or other non-graded courses;

      (5) The cost of tuition, fees, book, and other supplies must have not been previously paid by the City;

      (6) Applications for reimbursement will be accepted no later than two months after course grades have been distributed.

      (7) The educational reimbursement as provided for in this Section shall be subject to an annual cap of $60,000.

(8) Notwithstanding any provision of **Administrative Procedure, II 3**, which may be in conflict, the parties agree that eligible educational expenses incurred in one fiscal year may be "carried-over" in subsequent years until the full 70% reimbursement has been fulfilled.

SECTION F WELLNESS PROGRAM

The City and the BCEA agree that a Wellness Program is a worthwhile goal. The City shall contribute up to Two Hundred Twenty Five Dollars ($225) reimbursement annually to each full time and part time employee with ten (10) or more years of service, for participation in a Wellness Program - a supervised health promoting activity as screened and approved by BCEA. Health promoting activity includes qualified sports clubs (including two-year contracts) lessons, fitness enhancing physical activities, body scans, and home exercise equipment (not applicable to golf equipment), but shall not mean in any case the purchase of personal property such as athletic clothing or shoes (roller blades are OK). Exercise videos, except golf videos will also be eligible for reimbursement. It is agreed by the parties that part-time employees receive up to $112.50 reimbursement annually and are defined for purposes of this section as those employees working between 20 and 39 hours a week. Purchases above the limit may be carried over into subsequent years.

1. Comprehensive physical not reimbursed by personal medical coverage and other non-covered or non-reimbursable medical costs for the employee.

2. Additional activities as approved by City Manager.

SECTION G PROFESSIONAL DEVELOPMENT

1. Effective July 1, 2003, Professional and Supervisory employees as identified on **Exhibit L** shall be eligible for Professional Development reimbursement and not Wellness reimbursement for expenses under the following terms and conditions:
   A. The City shall contribute up to two hundred twenty five dollars ($225) reimbursement annually to each full time employee with ten (10) or more years of service. It is agreed by the parties that part-time employees will be eligible to receive up to $112.50 reimbursement annually and are defined for the purposes of this section as those employees working between 20 and 39 hours a week.

   B. Purchases above the limit may be carried over into subsequent year.

2. Employees entitled to Professional Development shall be entitled to reimbursement each fiscal year for professional development purposes in any of the following categories:
   A. Non-required professional conferences;

B. Dues for unbudgeted professional and/or civil 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. Wellness, including video tapes for exercise purposes only;

J. Exercise equipment typically found in a health club or gym (free weights, weight machines, treadmills, exercise bikes, etc.) kayaks and bicycles;

K. Additional activities as approved by the City Manger.

3. 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. The taxable nature of items covered in this section will comply with current IRS rules.

ARTICLE IV
RETIREMENT

SECTION A PERS EMPLOYEE CONTRIBUTION

1. All current BCEA employees will pay 1.1% of the 8% PERS member contribution, effective October 18, 2011. This provision will be implemented as soon as practicable after the effective date.

   Effective July 1, 2012, BCEA employees will begin contributing an additional 1.1% of the member contribution, totaling 2.2%. Effective July 1, 2013, BCEA employees will begin contributing an additional 1.8% of the member contribution, totaling 4%. Any portion of the Employer Paid Member Contribution (EPMC) paid by the City will be reported as special compensation for purposes of retirement calculation only.

   In return for BCEA members paying 1.1% during the first year and 2.2% during the second year, the City agrees to make every effort to keep Crossing Guards as City of Burbank employees during the term of the contract. This agreement applies only to the title and position of Crossing Guard and does not extend to any other titles represented by the BCEA. Furthermore, this agreement does not otherwise modify the provisions of Article XI of the MOU.

   In the event the Council finds it necessary to contract out Crossing Guards at any time during the term of the contract, the City will reimburse BCEA members for any payments made by them towards the CalPERS member 8% contribution in excess of 1% during the first year and 2% during the second year of the contract.

2. In implementing the provisions of paragraph 1 of this section, each affected employee shall be obligated to contribute any increase in employee contributions that should hereafter result from any state or federal enactment or action, which increases the total employee contribution rate above its current level of eight percent (8.0%).

3. 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.

4. The City currently has a contract with the Public Employees Retirement System (PERS) to provide miscellaneous employees with a 2.5% at 55 retirement benefit, Section 21354.4 of the California Government Codes.

   CONTRIBUTION TO PERS FOR THE 2.5% @ 55 FORMULA
   The City implemented the 2.5% @ 55 PERS Retirement Formula effective June 15, 2008. The employees and City each contributed 2.4% of salary (total 4.8%) to pre-fund the contribution of the 2.5% at age 55 benefit

which was credited towards the unfunded liability of the 2.5% at age 55 retirement benefit.

5. All BCEA employees hired after October 18, 2011 pay 4% of the PERS member contribution as of their hire date. This provision will be implemented as soon as practicable after the effective date.

SECTION B SURVIVOR BENEFITS

Effective July 16, 2003, the retirement benefits shall include Fourth Level of 1959 Survivor Benefits under Section 21574 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 employees. To the extent that the miscellaneous employees' surplus, held at PERS, is available to abate the cost payment, then this cost will be made from such funds. (Move from First Level to Forth Level July 2003)

Effective July 16, 2003, the PERS Pre-Retirement Optional Settlement 2 Death Benefit under Section 21548 will be implemented. This will be implemented at no cost to the employee.

The spouse of a deceased member, who was eligible to retire from service at the time of death, may elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired from service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse.

SECTION C FINAL COMPENSATION

Effective May 1, 1977, the City's contract with PERS was amended to provide that employee's retirement benefits are calculated to be predicated upon the employee's highest one year (twelve months) pursuant to the provisions of Section 20042 of the California Government Code.

Upon agreement from all Miscellaneous bargaining groups, the BCEA agrees to amend the contract with PERS that bases each affected employees retirement benefits from the current calculation which was predicated upon the employee's highest full-time monthly pay rate of one year (12 months) to the employee's highest average full-time monthly pay rate for 36 consecutive months of employment pursuant to the provisions of Section 20042 of the California Government Code. Upon agreement, this provision will be implemented on a prospective basis to employees hired after the effective date of the contract amendment with PERS.

SECTION D EMPLOYER PAID MEMBER CONTRIBUTION (EPMC)

Effective June 15, 2008 the City will pay and report the remaining value of the EPMC as special compensation for purposes of retirement calculation only, refer to Section A to determine the remaining value of the EPMC.

ARTICLE V
VACATION AND HOLIDAYS

SECTION A VACATIONS

1. FIRST VACATIONS
   An employee shall be eligible for use of his or her vacation after it is accrued.

2. SUBSEQUENT VACATIONS (FULL TIME EMPLOYEES)
   Thereafter each employee shall be allowed an annual vacation with pay upon accrual, 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.

   E. Employees absent without pay (excluding FMLA) in excess of 40 hours in any one pay period shall not receive vacation accrual for that same pay period. This includes the additional week allowance at the completion of their 5th and 15th year of continuous service. Employees shall be entitled to a pro-rated share of this additional week upon their return to a paid status. At that time, the additional week shall be pro-rated in the same manner as personal leave.

3. VACATIONS DEDUCTION
   Vacation allowances will not accrue during absences without pay.

4. VACATIONS/HOLIDAYS
   Whenever a legal holiday occurs during an employee's vacation period, it shall not be charged as vacation.

5. VACATIONS/TERMINATION OF EMPLOYMENT
   Upon resignation, death, or other termination of employment, all vacation leave accrued to the employee shall be granted and a cash payment shall be made.

6. VACATION SCHEDULING

The Department is responsible for scheduling the vacations of City personnel so that the vacation absenteeism does not interfere with productivity or require relief personnel. Scheduling of vacations for each year should be completed during the first of the year well before summer. In case of situations in which personnel vacation preferences may conflict, there are three prerogatives available:

A. A system in which personnel alternate each year in receiving mutually preferred vacation dates.

B. A system of definite priorities based on the rank or seniority of the personnel with conflicting requests.

C. A system whereby the individuals with the conflicting requests informally get together and work out a solution to the conflict with the approval of the department or division head. The department manager will decide which systems or combination of systems is appropriate for her/his particular department.

7. VACATION ACCRUAL

Vacations shall be taken no later than during the calendar year following their accrual except that the department head may authorize such accrued vacation or any portion thereof to be carried over into the succeeding calendar year. Further carry-over of accrued vacation beyond a year's accrual shall require the approval of the City Manager. Accrued vacation that will be lost unless carried over may, in the City Manager's discretion, be compensated in cash.

8. VACATION-PART-TIME EMPLOYEES

A. A part-time employee is entitled to the equivalent number of vacation allotment as a full-time employee; however, the manner of computation shall be based on the number of hours worked per month. Therefore, a part-time employee will be entitled to vacation as follows:

1 yr. To 5 yrs. - the number of hours worked per pay period multiplied by .0384615.

5 yrs. To 15 yrs. - the number of hours worked per pay period multiplied by .0576923.

15 yrs. and over - the number of hours worked per pay period multiplied by .076923.

SECTION B HOLIDAYS

1. Holidays will be compensated at the actual number of hours regularly scheduled.

2. HOLIDAY SCHEDULES

A. Legal holidays shall be as follows:

☼January 1st, known as “New Year’s Day”
☼Third Monday in January, known as “Martin Luther King 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”
☼☼Four hours on the afternoon of December 24th (known as Christmas Eve) or four hours on the afternoon of December 31st (known as New Year’s Eve). *

* **NOTE:** If an employee works **both** Christmas Eve and New Year’s Eve, the employee shall be entitled to overtime as provided for in Article VIII, Section F. for the four (4) hours holiday worked. (See Exhibit K)

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

B. If a legal holiday falls on a day on which a provisional, probationary, permanent, or exempt employee would normally work, he or she shall be entitled to the day off with pay, or if he or she works, to additional compensation for time worked at one and one half (1½) times the base pay.

C. If any of the legal holidays under **Article V, Section B** fall on an employee’s day off, the nearest preceding or following work day, respectively, shall be the employee’s day off. If he or she works, the employee shall be entitled to additional compensation as provided in the rule on overtime.

D. Employees in the Solid Waste Section receiving differential shall be entitled to Christmas off. Should employees be required to work on Christmas, they shall be paid under the provisions on overtime. Incentive Program employees shall be entitled to leave when they finish their route on holidays.

3. HOLIDAYS – PART-TIME EMPLOYEES

A. If a legal holiday falls on a day in which a part-time employee would normally work, he or she shall be entitled to the number hours scheduled to work, off with pay, or if he or she works, the employee is entitled to additional compensation for those hours worked as provided under overtime.

B. If a part-time employee, who works an irregular shift or schedule, works a holiday, she/he shall be compensated in the same manner as a regularly scheduled employee. Holiday hours not worked or scheduled will not be compensated.

4. FLOATING HOLIDAYS

A. Full time employees are entitled to 16 hours of floating holiday time with pay, during the fiscal year.

Incentive Program employees are entitled to two and a half floating holidays (20 hours), for each contract year.

Floating holidays shall be pro-rated in a manner identical to personal leave in **Article VII, Section G** for part-time employees.

B. Any employee hired prior to July 1, 1978, may affix Admissions Day (September 9) and Lincoln's Birthday (February 12) as their floating holidays if they notify the City by June 15th of the previous fiscal year of his or her intentions. If these affixed holidays are designated floaters, the City will in good faith provide minimum staffing. In those work units which nevertheless must remain open, leave in compliance with this Section shall not be denied solely on the basis of the City's need to cover the position with an overtime replacement.

C. Total floating holiday hours are available for use at the beginning of each fiscal year.

D. Employees who are not in a pay status at the beginning of each fiscal year (not including FMLA or CFRA time) will have their floating holiday hours pro-rated in a manner identical to personal leave in **Article VII, Section G** upon their return to a paid status.

E. Employees will be compensated at their regular hourly rate for unused floating holiday leave under this Section, not to exceed sixteen (16) hours, at the end of each fiscal year. Due to staffing needs it is difficult for employees in certain sections or job titles to be given Christmas Eve or New Years Eve off. This includes employees in the Solid Waste Section on the Incentive Program, and employees in the titles of Water Operators, Sr. Water Operators, Property Guards or Sr. Property Guards. Because of this, these employees will be compensated for unused floating holiday leave not to exceed twenty (20) hours (see **Article V, Section B.4.A** above, and **Exhibit K**).

ARTICLE VI
SICK LEAVE

SECTION A USE

Sick leave shall not be considered as a right that an employee may use at his or 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. Sick leave shall be granted by a Department Manager if an employee is disabled from a job incurred injury after exhausting his or her industrial accident leave.

SECTION B COMPENSATION FOR UNUSED PORTION AT RETIREMENT OR DEATH

1. If an employee with unused sick leave credit
   A. dies;

   B. retires under the PERS retirement system;

   C. resigns when eligible for PERS retirement (5 years of service and age 50);

   D. 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 PERS retirement system;

   E. is laid off because of the abolition of his or her position or employment or because of the absence of funds;

   He or she or his or her estate shall be entitled to receive one-half (½) the value of his or her accrued sick leave computed from the value of his or her accrued sick leave computed from his or her last base salary as an employee. Payment shall be made as soon as practicable following the occurrence of any of the foregoing events.

2. Upon separation, Crossing Guards shall be entitled to payment of one-half the value of accrued sick leave, if they would have been eligible to retire if they were members of the PERS Retirement System. Crossing Guards do not become members of the City's Retirement System by virtue of this agreement.

SECTION C SICK LEAVE-ACCRUAL

1. An employee shall be entitled to 3.693 hours of sick leave for each pay period or major portion thereof, during which he or she is employed by the City with pay.

2. Part-time employees having provisional, probationary, permanent, or exempt status shall accrue sick leave on a pro rata basis, that is, the ratio

of the average number of hours worked to the 40-hour week.

3. In computing compensation payable for sick leave, the compensation paid shall be the amount the employee would earn during the sick leave period if working at his or her current rate of pay and work schedule without the inclusion of overtime earnings.

4. This subsection is not applicable to temporary employees working on an hourly basis.

SECTION D SICK LEAVE NOTICE

The employee shall notify the head of his or her department either prior to, or within two (2) hours after the time set for beginning his or her daily duties, or as may be specified by the head of his or her department. The City shall use the progressive disciplinary policy in order to police this section (and shall not use an automatic reduction in pay policy).

SECTION E SICK LEAVE-MEDICAL/DENTAL APPOINTMENTS

Sick leave may be used for medical and dental appointments and examinations. The employee shall notify his or her supervisor not later than the workday prior to that appointment except in the case of emergency.

SECTION F SICK LEAVE-REVOKED

The City Manager shall revoke sick leave, if the employee or family member is not, in fact, sick or incapacitated from performing his or her duty, or if he or she has engaged in private or other public work while on such sick leave.

SECTION G SICK LEAVE-MEDICAL CERTIFICATE

When an employee is absent more than three (3) work days, he or she shall file with the department a physician's or practitioner's certificate or a personal affidavit form stating the cause of such absence.

SECTION H SICK LEAVE-WITHOUT PAY

If an employee has not recovered by the time he or she has exhausted his or her accumulated sick leave, upon application the City Manager may grant him or her sick leave without pay. Such application shall not be unreasonably denied. If granted, usage shall be approved only in time increments not to exceed 30 days each, except for maternity and FMLA leave.

SECTION I 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 employee and any of his or her 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. An employee is not eligible for this conversion policy unless he or she has in excess of 96 accumulated sick leave hours on the books as of the date of the conversion; no employee may convert accumulated sick leave hours so as to drop his or her 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.

5. Part-time employees, upon completion of two (2) continuous years of service, shall be allowed to convert sick leave in a pro rata manner.

SECTION J SICK LEAVE TIME BANK

In the event that an employee dies who has had a time bank established in his name, the remaining value of the time left in the bank will be treated in accordance with Administrative Procedure II-29 (Catastrophic Illness, Injury) or Administrative Procedure II-49 (Employee Assistance).

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 five (5) continuous days. An employee desiring a leave of absence without pay for more than eighteen (18) consecutive hours shall file a written request therefore on forms provided by the Management Services Department. The request shall state the title of his or her 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. Such leaves of absence as described in this section will not be unreasonably denied.

SECTION B LEAVE-DEATH IN FAMILY

Any employee shall be entitled to absent himself from work in the event of the death of a member of his or her immediate family. The City Manager may in his or her discretion, authorize pay for all or any portion not to exceed three (3) days of such leave, provided a written request for such pay is filed. Any absence in excess of three (3) regularly scheduled workdays 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

2. Parents, step-parents, spouse, registered domestic partner, children, step-children, brother, sister, grandparents, grandfather/grandmother-in-law, grandchildren, great-grandparent and 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. Any employee in a pay status ordered to perform jury service or subpoenaed to court shall be entitled to leave of absence with pay, and without deduction from leave, at an amount equal to the employee's regular earnings. In the case of subpoenas, leave above, the employee is eligible if the appearance time occurs during his or her normal working hours, and the employee is neither a party to the suit nor an expert witness.

2. All employees will receive regular pay during time actually lost from work due to jury duty or subpoenaed time. Employees will be excused from night shift assignments if they are scheduled for jury duty on the current day, or if the subpoena is for City related business.

3. The term regular earnings in (1) above means full pay for regularly scheduled work, which the employee would have received had he or she not been called to jury service or subpoenaed, including shift premium or schedule differentials that would have resulted from regularly scheduled work.

4. All time spent on jury duty or subpoena leave must be accounted for. If an employee is excused from jury service or subpoena on a normal workday, he or she is 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.

5. Upon completion of jury service or subpoenaed time, the employee shall submit to the City the warrant for jury fees, witness fees and/or mileage. When an employee is served with a subpoena, the employee shall request witness fees.

6. Provisions of this section do not apply to part-time employees except that part time employees will be given 1 (one) day **only** of jury leave each fiscal year.

SECTION D EMERGENCY LEAVE

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 head for not to exceed one (1) day. For longer periods of time, approval of the City Manager is required.

SECTION E RELIGIOUS SERVICES

An employee who desires leave from work to attend religious services may be excused by the department head, 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 personal 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

An employee 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 or the Military and Veterans Code of California. The thirty (30) calendar days shall be those shown on the official orders. The employee shall furnish to their department satisfactory proof of his or her orders to report for duty and of his or her actual service pursuant to such orders. He or she shall be returned to City Service thereafter as provided in said Code.

SECTION G PERSONAL LEAVE

1. Employees are eligible for one personal leave day with pay, during the fiscal year.

2. The purpose of personal leave is to provide employees with time throughout the year to take care of personal business that may arise.

3. Total personal leave hours are available for use at the beginning of each fiscal year.

4. Employees who are not in a pay status at the beginning of each fiscal year (not including FMLA or CFRA time) will have their personal leave hours pro-rated in accordance with Table 1 in this Section upon their return to a paid status.

5. The following table defines the amount of personal leave hours an employee may receive:

Table 1

YEARLY HOURS WORKED	PERSONAL LEAVE TIME	FLOATING HOLIDAY TIME
2,080	8 hours	16 hours
1,820-2,079	7 hours	14 hours
1,560-1,819	6 hours	12 hours
1,300-1,559	5 hours	10 hours
1,040-1,299	4 hours	8 hours
780-1,039	3 hours	6 hours
520-779	2 hours	4 hours
260-519	1 hour	2 hours

6. Employees hired during the year will receive personal leave in accordance with the preceding schedule, as it corresponds to the number of projected work hours remaining in that fiscal year.

7. Personal leave does not accumulate from fiscal year to fiscal year.

8. The employee is not required to state any reason for utilizing personal leave.

9. Personal leave must be taken in increments of no less than two hours unless a smaller increment is approved at the discretion of the supervisor, upon request by the employee.

10. Personal leave shall be granted only upon prior request and approval of the division head and/or department manager.

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**.** FMLA and CFRA leave time will run concurrent with the Maternity Leave authorized in the MOU and a maximum of seven (7) months will be allowed. CFRA leave time runs subsequent to FMLA time under the provisions of the Pregnancy Disability Law.

2. All benefits (cafeteria) shall be paid by the city for up to 3 months. As necessary, the employee will make her payments to the City Treasurer 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 the Personnel/Risk Management department.

5. 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 employee requiring time off to vote shall notify his or her department manager via his or her supervisor at least one (1) working day before the election. The reason shall be stated.

3. If the employee does not have enough time to vote before reporting for work or after finishing work, he or she may take off as much working time as will enable him or her 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 or her 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 an employee is 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, he or she shall receive compensation from the City for each such accident as follows: During the first twenty six (26) calendar weeks of such absence, he or she shall receive compensation equivalent to his or her normal gross salary. After the first twenty six (26) weeks of such absence, he or she shall receive compensation equivalent to his or her normal gross salary. After the first twenty six (26) weeks, he or she shall receive compensation in accordance with and under the provisions of the Workers' Compensation Insurance and Safety Act. He or she shall be entitled to all of sick leave or vacation benefits while she/he is receiving temporary disability indemnity under the provisions of the Workers' Compensation Insurance and Safety Act at the discretion of the City Manager.

2. At the conclusion of the twenty six week (26) period as referenced above, he or she may be permitted to take as much of her/his accumulated sick leave or vacation, when added to his or her temporary disability indemnity will result in the payment to her/him, not to exceed 100% of normal gross salary.

3. "Normal Gross Salary" shall include differential pay that the employee would have otherwise been entitled. However, it shall not include any overtime pay.

4. Provisions of this section do not apply to temporary employees who do not have probationary or permanent status with the City.

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 shall 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. Prior to returning to work, employees are required to provide a statement from their medical doctor that includes the work restrictions/limitations relative to the disability. All employees shall 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. An employee who permanently cannot return to his or her job because of illness, injury or accident may at her/his option notify the Workers' Compensation Administrator of his or her 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 employee in a comparable job for which the employee 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 employee 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 employee feels that he or she can qualify, the employee may apply for the position in the same manner as any other employee 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 or she has been eligible to transfer at the time his or her leave of absence was granted.

2. RETURN FROM TEMPORARY ASSIGNMENT
   Upon the termination of a temporary assignment, a permanent employee shall be returned to his or her permanent position.

SECTION O REFUSAL OF LEAVES OF ABSENCE

No leave of absence shall be granted, and if granted it shall be revoked, where the Civil Service Board determines, after investigation instituted upon its own motion or upon complaint of any resident of the City, that the request for such leave of absence was for any of the following purposes.

1. Of accepting private employment;

2. Of enabling employment of a temporary employee to the same position;

3. Because of political pressure or other improper influence, or;

4. For a purpose contrary to the good of the service. The order revoking such leave of absence shall specify the effective date thereof and the employee shall be informed of the contents of such order forthwith.

SECTION P UNAUTHORIZED ABSENCE

Absence without prior approval for not less than one (1) day nor 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 Q PAID BENEFITS WHILE ON UNPAID LEAVE

Employees will be allowed a maximum of three (3) months paid benefits when on any combination of leaves without pay.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

SECTION A HOURS OF WORK - FULL TIME EMPLOYEES

Eight (8) hours of work shall constitute a workday. The workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. Unless otherwise specified, the workweek shall begin on Monday with Saturday as the first day off and Sunday the second day off. The City Manager may authorize deviations from the workweek, to include:

1. A workweek beginning other than on Monday the last two (2) days of which shall be considered as the "first day off" and "second day off" respectively.

2. A workweek beginning on Monday or any other day of the week depending upon shift assignment. Whenever a change in shift assignment results in an employee's having more than two (2) consecutive days off before beginning his or her new workweek, his or her "second day off" shall be the second and fourth days off, respectively. Over a period of four (4) weeks or more, no employee shall be required as a part of his or her regular workweek to work more than an average of forty (40) hours per week under this deviation.

3. Such additional hours, including work on holidays, as may be required by public necessity or convenience.

4. It is acknowledged that both parties understand that the City must comply with the regulations issued by the Air Quality Management District (AQMD). The implementation of a 4-10 or a 3-12 workweek will be at the discretion of the department head with the concurrence of the City Manager. The City and the BCEA agree to meet and confer on the rules under which a 4-10 or a 3-12 Plan would be implemented or removed.

   A. The City of Burbank and the BCEA agree that the Helicopter Mechanic will be allowed to work a 4-10 schedule to be consistent with the Glendale Airport personnel. The City of Burbank and the BCEA agree that the Forensic Specialist, fire prevention & fire clerical support staff, and Parking Control Officers will be allowed to work a 4-10 schedule. Both parties agree that the implementation and continuation of this alternate work schedule is solely at the discretion of the Police Chief/Fire Chief. With five (5) working days notice he can unilaterally change the schedule.

   B. Personnel assigned to the Police Department Communications Center, Police Department Records Bureau, the jail and the Animal Shelter, will be allowed to work a 3-12 schedule. This schedule is contingent upon the following components:

      1. Schedule shall result in no additional cost to the City.

      2. There shall be no working-out-of-class for scheduled vacant

supervisory positions on payback Sundays. All other working-out-of-class will be paid based upon one "normal" working day (8 hours) or longer pursuant to **Article II, I,1,A.**

3. Shift supervisor differential of $1.00/hour will be discontinued, except in the Police Department Records Bureau.

4. In-lieu time off will not be allowed on any payback day. Communications Operators, Police Records Technicians, and Supervisors are encouraged to take vacations during weeks that do not involve a payback. Trades on payback days are permissible; however, the supervisors assigned on the days being traded may only approve these trades.

5. Manpower does not decrease by 25% or more. This schedule is based on authorized staffing levels of four (4) supervisors and twelve (12) operators in the Communications Center and one (1) Supervisor and eleven (11) Records Technicians in the Records Bureau.

6. Sunday "double time" days are defined as follows:
WEDNESDAY for employees working **TFS** and **FSS**.
SATURDAY for employees working **MTW** and **SMT**. In the Communications Center and **WEDNESDAY** for employees working **TFS** and **FSS**. **SATURDAY** for employees working **MTW** and **SMT** in the Record Bureau.

This schedule is subject to immediate discontinuation, at the sole discretion of the Police Chief, if the components cannot be met.

5. A. The City of Burbank (below "City") and BCEA agree the 9-80 alternate workweek will be offered (mandatory) to all members of the BCEA. Members will retain the ability of choosing the 9-80 plan or a workweek consisting of a 5 day - 40-hour workweek, based upon operational needs.

B. The City and the BCEA agree once the individual has made his/her decision, the employee will adhere to their selected schedule for a reasonable time period of no less than three (3) months, unless there is a demonstrated hardship related to the work schedule.

C. If both husband and wife are employed by the City, the City shall make reasonable accommodations to provide both employees with the same day off, regardless of department.

D. Any leave time will be charged on an hour for hour basis. This will

include vacation, sick, in lieu, personal, etc. Accrual rates will remain unchanged as it equalizes within the 80-hour week.

E. Overtime shall constitute any time worked outside the normal defined work schedule.

F. Holiday scheduling for the 9/80 program shall be as follows:

1. A holiday falls on a regularly scheduled day off it shall be observed on the nearest preceding or following workday;

2. A holiday falls on a weekend the holiday shall be observed on the nearest preceding or following work day;

3. Holidays will be compensated as regularly scheduled hours of pay;

G. Bereavement leave shall be implemented as provided in **Article VII, Section B**. This provides three regularly scheduled days for a total of 27-hour bereavement leave benefit.

H. The workweek shall be defined in writing to each employee.

I. Returning to a 5 day - 40-hour week will require the City to meet & confer with the BCEA.

J. Employees represented by the Association shall have a minimum 1/2-hour duty-free lunch, which will not be reduced, except those employees currently on a straight shift.

K. Employees on the 9/80 workweek will not be entitled to overtime pay prior to the completion of the 9th hour worked, on 9 hour workdays. Employees working an 8-hour day will be compensated as provided in **Article VIII, Section F.**

L. Out of class opportunities will exist, as is current practice, acting in the absence of supervision on a non 9/80 day off shall constitute WOC pay. Employees on their 9/80 day off shall have the duties of the higher classification assumed by Management without compensation. Employees spending a majority of his/her time performing the duties of the higher level classification which are not included in his/her class specification shall be entitled to WOC pay.

M. Every effort shall be made by the City to accommodate members of the BCEA to utilizing the Metrolink train. The use of the train shall be considered a substantial mitigating factor in any tardiness.

SECTION B HOURS OF WORK - PART TIME EMPLOYEES

1. Part-time employees may be assigned a work day of less than eight (8) hours a day and/or a work week aggregating less than forty (40) hours per week.

2. The employee shall be informed as to when his or her workweek begins and ends.

SECTION C ROTATING SHIFTS AND WEEKDAYS OFF

Schedules for employees on rotating shifts or whose days off are other than Saturday and Sunday shall be changed by department heads at periodic intervals so as to equalize holiday benefits. (However, both the City and the BCEA agree that this section should not normally be used to rotate days off in departments where they are not now being rotated). Such changes shall be effected insofar as possible to avoid overtime that would not have occurred except for the shift change.

SECTION D REST PERIODS

Employees shall be entitled to rest periods consisting of fifteen (15) minutes for every regular four (4) hour work period.

1. The department manager will determine when a rest period can be taken.

2. Employees are encouraged to take breaks on the premises.

3. Rest periods or coffee breaks taken in the field should conform to this policy.

4. Rest periods should not be taken in either the first or last working hour of the work periods unless specifically authorized by the department manager.

SECTION E LUNCH PERIOD

Each employee who has a non-paid lunch period shall have an uninterrupted, duty free lunch at or near the mid-point of the work shift. Length of lunch period shall not be changed except in an emergency. The department manager shall schedule lunch periods based on the customary practices of the department. If an emergency arises, employees may be assigned to work during their lunch period. Employees unable to take lunch due to assigned work shall be compensated at the appropriate overtime rate. Customary and reasonable delays in lunch periods shall not cause the application of overtime.

SECTION F OVERTIME PAY

Employees of the City shall be compensated for overtime work at the rate of one and on-half (1½) times their regular compensation, or, with the consent of the employee, given time off with pay in lieu thereof. Except any work performed on Sunday shall be paid at two (2) times the hourly rate. If a department determines to offer overtime for pay only or in lieu only, the department shall notify eligible employees prior to working the overtime.

1. DEFINITION OF OVERTIME WORK

Overtime work is work performed by an employee of the City in excess of regularly scheduled hours, or on a holiday as defined in **Article V**, or at times other than those normally required for his or her employment, except as follows:

A. Solid Waste Personnel
Overtime work for solid waste personnel is work performed that exceeds forty (40) hours per week.

B. Part-time Personnel
Overtime for part-time personnel is work in excess of forty (40) hours per week, ten (10) hours per day, work on holidays, or added hours as outlined in **VIII.I.2**.

2. DISPUTE AS TO NORMAL HOURS OF EMPLOYMENT
Any dispute or question of fact as to what time or times are normally required for the employment of any employee shall be decided by the City Manager and his or her decision shall be final.

3. POLICY

A. In case of an emergency, (an emergency meaning an unforeseen circumstance requiring immediate action, a sudden unexpected happening, or unforeseen occurrence or condition, or a pressing necessity), a department head may require an employee in his or her department, bureau or division, to perform overtime work.

B. No one shall be entitled to pay for overtime work unless such work was performed with the prior approval of management, except in an emergency to prevent loss of life or injury or damage to persons or property.

C. Except in an emergency, no employee shall be required to work more than sixteen (16) hours in one (1) day.

D. When practical, overtime work shall be performed by the bargaining unit employee normally assigned the work on a daily basis.

4. RATE
Employees shall be paid overtime at one and one-half (1½) times the hourly rate except for Sunday which will be paid at two (2) times the hourly rate for the step in which employed, except those employees who receive differential pay under **Article II** shall be paid one and one-half (1½) times the hourly rate for the monthly rate they are paid under said section and two (2) times the hourly rate for the monthly rate they are paid under said section for overtime worked on Sunday.

A. All time worked between the hours of 2200 - 0500 on a call back or holdovers that are not prearranged shall be compensated at the rate of two (2) times the regular hourly compensation.

5. OVERTIME PAY - MINIMUM PAYMENT

A. When an employee is called back to work after returning home, or is called to work on a day when he or she would normally be off duty, or is called to work on a shift to which he or she is not assigned, he or she shall be paid a minimum of four (4) hours of pay at the overtime rate even though he or she works less than four (4) hours. Should an employee so called to work be recalled after having been released from work, he or she will again be paid a minimum of four (4) hours of pay at the overtime rate provided he or she worked at least four (4) hours during the previous call to overtime duty, or two (2) hours had elapsed since the beginning of the previous call to duty. The provisions of this section shall not be applicable to holdovers.

B. Overtime shall be considered prearranged if employee receives a minimum of twelve (12) {or sixteen (16) for 3-12} hours advanced notice. In this case **F.5.A** shall not apply. Prearranged overtime shall be a minimum of two (2) hours.

6. OVERTIME PAY - ON CALL FOR COURT

Affected employees shall receive three (3) hours of straight time for the period from 8:00 a.m. to 12:00 p.m. and three (3) hours of straight time for the period from 1:00 p.m. to 5:00 p.m. when the affected employee is placed on an “on-call” status for court either on a workday or day off, except for those employees who are actually working during the time the “on-call” subpoena is in effect.

7. TIME OFF WITH PAY IN LIEU OF OVERTIME

A department head 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 one and one-half (1½) times the number of hours of overtime worked and double time the number of hours of overtime worked on Sunday.

8. IN LIEU ACCUMULATION

All employees shall be allowed to accumulate in lieu time not to exceed a total of 240 hours. Each department will have the option of cashing out the accumulated in lieu time down to 120 hours, to be paid on the first paycheck in December.

9. TERMINATION OF EMPLOYMENT

Any employee who tenders his or her written resignation from the service of the City, or who is laid off for lack of work or funds, or who withdraws from active service of the City with a retirement allowance granted under the provisions of the Public Employees’ Retirement Law or who has performed compensable overtime work and who upon the effective date of

such resignation, layoff or retirement has 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 him or her at the time of termination of his or her employment, unless such overtime was worked in violation of **Subsection 3,** above. In the case of any employee whose service to the City is terminated by his or her 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 G 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 head.

SECTION H OVERTIME MEAL POLICY

The employees of the City of Burbank are occasionally called from their homes, or held over beyond their regular work hours, to perform emergency work for the benefit of the City. When an employee is asked to accept such assignments, the City recognizes that inconvenience is caused the employee regarding the normal scheduling of meal periods. Therefore, it shall be the policy of the City to provide meals and the time to eat such meals, in accordance with the following regulations:

1. SHIFT PERSONNEL
   - A. When called in with less than two (2) hours notice, to replace an employee on shift or to perform overtime for a full shift, two (2) meals.
   - B. When held over for six (6) hours or more, two (2) meals.
   - C. When held over for more than two (2) hours but less than six (6) hours, one (1) meal.

2. NON-SHIFT PERSONNEL
   - A. When called in or held over for two (2) hours or more, one (1) meal. Additional meals at intervals of four (4) hours.
   - B. When called and work continues into a regularly scheduled work day, a minimum of two (2) meals. This rule shall also apply when less than two (2) free hours are made available to the employee between the end of the overtime period and the start of the regular workday.
   - C. When called back less than two (2) hours after the end of a regular shift, one (1) meal. Additional meals at intervals of four (4) hours.
   - D. For prearranged overtime the first eight (8) hours will be treated as a normal workday in respect to meals, and anytime worked

thereafter will follow the hold-over meal policy. Overtime will only be considered as prearranged if there is a minimum of twelve (12) hours {or sixteen (16) hours for 3-12 shift} advanced notice. Prearranged overtime will be a minimum of two (2) hours.

3. GENERAL CONDITIONS

A. Time to eat overtime meals will be at City expense, not to exceed one-half (½) hour.

B. It is intended that meals be provided at intervals of approximately four (4) hours, however, during periods of unusual or difficult circumstances, adjustments will be made by agreement with the department heads.

C. Receipts shall be furnished to the Department for all meals. Reimbursement shall be made to the employee for actual costs incurred, not to exceed $13.00. It is agreed by and between the parties that this overtime meal policy will not be charged to the BCEA.

D. One-half (½) hour at the applicable overtime rate may be taken by the employee in lieu of the last overtime meal authorized.

SECTION I CUTTING OR ADDING HOURS FOR PART - TIME EMPLOYEES

1. When scheduled hours are cut by supervisory decision, with less than 24 hour notice, from what the part-time employee had been scheduled, then those “cut” hours shall be credited and compensated to the employee.

2. With regard to adding hours this shall be treated in a manner similar to an overtime pay situation. Should an employee be asked to work more hours than scheduled for that day or shift, the employee shall be compensated for those hours on an overtime basis at the appropriate rate of pay.

3. This section does not apply to part-time employees in the Park & Recreation Department that are assigned to the Transportation Office or Sports Office and are involved in the various sports programs (clerical and office staff are not included in this exemption). In addition, this section does not apply to part-time employees in the Customer Service Division of Burbank Water and Power (BWP).

ARTICLE IX
PROBATIONARY PERIOD

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 a new employee to his or her new position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

SECTION B ONE YEAR PERIOD

All original appointments of affected employees to positions in the Civil Service System shall be a normal probationary period of twelve (12) months.

SECTION C OTHER PROBATIONARY PERIODS

All probationary periods for promotions shall be for six (6) months. Also, probationary periods for voluntary demotions, other than in layoffs, shall be for six (6) months.

SECTION D EXTENSION OF PROBATION

1. When the Department Manager to whom any affected employee is assigned reasonably concludes that extension of the employee's probationary period will improve the performance of the employee, 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 employee has successfully completed probation except for obtaining a special required certificate or license needed to perform the work, the department head shall extend the probation period, solely for the purpose of allowing the employee to obtain this certificate or license. When such license or certificate is obtained by the employee, he or she shall automatically pass probation. Extensions shall not exceed 12 months.

SECTION E 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 serviced on the probationary employee and a copy shall be filed with the Management Services Director.

SECTION F REINSTATEMENT OF REJECTED PROBATIONARY EMPLOYEE TO FORMER POSITION

An employee rejected during the probationary period from a position to which he or she has been promoted shall be reinstated to the position from which he or she was promoted, (this shall include an employee rejected under **Section D**, because of not obtaining a certificate or license) unless the employee is

discharged for cause as provided in this Agreement. In exceptional cases and by mutual agreement of the parties to this agreement, an employee who voluntarily demotes from a promotion may be returned to the promotion list.

SECTION G DISPLACEMENT BY REINSTATEMENT OF ANOTHER TO FORMER POSITION

Any employee, though he or she may have attained permanent status in his or her present position, who is displaced as a result of another employee's being returned to his or her former position under **Section E**, above, or under this section, shall likewise be reinstated to his or her former position. If an employee so affected has permanent status but no former position, he or she shall be placed on the appropriate layoff list.

ARTICLE X
LAYOFF, DISPLACEMENT, AND RECALL

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 a stated reason, except layoff, seniority shall cease and not be reinstated in the event of re-employment. 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. An employee who has served the City under any federally funded manpower training program and has subsequently moved to a position in the Civil Service system, shall not have any seniority under the training program credited to his or her 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-4**, layoffs should be affected within departments and general displacement of employees across departmental lines shall not be permitted.

3. An employee with unique skills or body of knowledge for the performance of his or her duties as determined by the department manager with the concurrence of the City Manager, may be retained out of his or her seniority with the City as long as such employee has a minimum of two (2)

years total employment. There shall be a limit of ten (10) employees, citywide, 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 an employee following his or her 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. An employee who has been previously appointed to provisional status in a higher classification at time of layoff considerations shall revert back to his or her permanent classification for purposes of determining his or her layoff.

5. An employee in a probationary status as a result of a promotion within the Civil Service System cannot displace a permanent employee in the same classification at time of layoff.

6. An employee may voluntarily request layoff in lieu of reassignment should his or her seniority be sufficient to be retained on the payroll.

7. An employee on layoff shall be recalled to his or her previous classification based on the minimum qualification requirements that existed at the time of his or her layoff.

8. An exempt employee shall have no rights relative to layoff or reassignment except the employee 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. 2-70, provided time spent in the exempt position shall not be accrued toward Civil Service seniority.

9. Part-time employees shall be considered to layoff only with other part-time employees and may not be retained by displacing full-time employees.

SECTION D DISPLACEMENT

1. Except as stated in **items 2 and 5** 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 that 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. Additionally, an employee must be medically fit to perform the duties of the newly assigned position. However, where an employee can reasonably fill a position in spite of age or a previously acknowledged preexisting medical condition, this subsection (3) shall be waived.

4. An employee displaced from a job because the position has been deleted or replaced by a higher classified employee with more seniority, shall be eligible to transfer to the same or lower title in another department, where the employee last served prior to his or her current assignment, if:
   A. He or she served in that title and in that department where a vacancy or employee with lesser seniority exists, 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, and Management Services Department.

5. An employee who is reduced in classification shall be returned to his or her previous higher classification and department when a vacancy occurs 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.

6. An employee in a provisional status in higher classification shall be returned to his or her permanent classification prior to layoff in order to determine his or her availability for displacement or reassignment.
7. 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.

8. An employee 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 **Article X, Section B.**

9. A part-time employee may displace another part-time employee only under the provisions that apply to full-time employees.

10. 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.

11. An employee designated by the City as a manager may or may not be reduced to a lower classification which would result in the employee having to work for another employee whom he or she formerly supervised when in a management position.

12. 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.

4. Efforts will begin immediately to relocate affected employees into comparable positions of responsibility and pay or lower rated positions where practicable as outline 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 City 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. An employee shall be recalled to his or her last classification or lower classified position in any Department of the City should he or she 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 period of three years from date of layoff and be considered for openings as they arise and are determined to be medically fit, as provided in **Section D** 3 above.

4. Upon reinstatement, the employee will receive his or her old salary step or, if in a lower classification, the step 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 an employee is recalled from layoff and had been (1) serving in a probationary status and (2) never in a permanent status in the Civil Service System, then his or her past seniority shall not be reinstated for purposes of satisfying the probationary period unless recalled to the former position with six (6) months following the layoff.

6. An employee 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 two (2) weeks should also be reported if the employee on layoff desires 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 employee shall have fourteen (14) calendar days to respond from receipt of such notice. Where the employee fails to respond, the City shall contact the next most senior employee on the Recall List, and the same procedures, shall apply. Failure of an employee to respond to notices sent as a result of three (3) opportunities during the permitted recall period shall cause removal of his or her name from the said list. In addition, employees must be available to return to work within two (2) weeks of receiving the above stated notification.

SECTION G BENEFIT CONSIDERATIONS

1. For layoffs under thirty (30) days, all benefits will be retained except for pro rata reduction in the retirement plan and reduction of seniority for days on layoffs.

2. For layoffs of thirty (30) days up to three years, there is no accrual of seniority, vacation, sick leave or other benefits for the period of the layoff. Sick leave and vacation benefits not previously paid the employee at the time of layoff shall be paid at the end of the first month of layoff unless at the time of layoff, an employee elects to leave all sick leave and vacation credits on account and have such credits reinstated upon recall. If the

employee elects to leave all sick leave and vacation credits on accounts, such employee, or his or her 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 and one year thereafter 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 employee be returned to work.

3. For layoffs of three years or more, recall privileges cease at three years.

4. Any employee recalled following a layoff shall be entitled to receive at least the same level of benefits which he or she was receiving at the time the layoff occurred, provided, however, any reduction or increase in benefits for all employees in the recalled employee's represented group during the layoff period shall apply to the recalled employee.

ARTICLE XI
CONTRACTING OUT

SECTION A CONTRACTING OUT

1. The City shall meet and confer with the BCEA on any impact of proposed contracting out.

2. The City and the BCEA agree that for any plan to contract out for services within the scope work of BCEA represented classifications, the City shall give the BCEA written notice of intended action and an opportunity to communicate orally or in writing for the purpose of presenting and obtaining views regarding the intended actions.

3. Contract extensions for "time only" within a fiscal year with no scope or monetary changes do not require a second meet and confer process. However, BCEA will be notified if this should occur.

SECTION B ENFORCEMENT

The City will actively enforce the terms of this Article during the life of this Agreement. The City Manager will direct the managers and executives to comply with these contracting out procedures. Part of the managers'/executives' annual evaluation will include their record relative to compliance with this contracting out procedure and the City Manager's directive.

SECTION C IMPLEMENTATION

1. Contracts, Department Purchase Orders, Direct Purchase Orders or Professional Services Agreements (PSAs) for services within the scope of work of BCEA represented classifications.
   A. The Department will fax or personally deliver a proposed contract to BCEA to inform BCEA of the Department's intent to contract out.

   B. BCEA will have five working days to present its views on the proposed contract.

   C. The Department will consider the Union's views if presented by BCEA but will not be obligated to meet and confer on the contract in question.

   D. Five working days from the date that the BCEA is notified of the Department's intended action, the Department may proceed with the contract at its discretion.

   E. In case of an emergency the Department may proceed with the contract without delay and discuss the contract with the BCEA as soon as possible but no later than within two (2) working days.

2. Contracts, Direct Purchase Orders or PSAs that **have** an impact on the work performed by employees represented by BCEA.

   A. The Department will fax or personally deliver a proposed contract to BCEA. The Department will maintain copies of the delivery method.

   B. The Department will also send a copy of the delivery method and contract to Management Services.

   C. The BCEA will have five (5) working days to contact the Department to indicate that it wishes to meet and confer about the contract in question.

   D. Failure of BCEA to respond to the Department's notification within five (5) working days will cause the BCEA to have waived its right to meet and confer on the proposed contract. The Department may proceed with the contract.

   E. The five (5) working days limitation may be extended with the mutual agreement of the Department and the BCEA.

   F To initiate the meet and confer process, the BCEA must deliver its request to meet and confer to the Department with a copy to Management Services, within five (5) working days from the time that it was notified that the Department intended to contract out the work.

   G. If the BCEA notifies the Department that it wishes to meet and confer on a contract, the Department will suspend the processing of the contract until the meet and confer process is completed.

   H. Upon notification by BCEA that it wishes to meet and confer on a proposed contract, Management Services and the applicable Department will represent the City in the negotiations.

   I. In case of an emergency, the Department may proceed with the contract without delay and meet with the BCEA as soon as possible but no later than within two (2) working days.

SECTION D DEFINITION OF EMERGENCY

For purposes of this Article, *emergency* is defined as an unforeseen circumstance requiring immediate action, a sudden unexpected happening, or an unforeseen occurrence or condition, or a pressing necessity.

SECTION E JOINT LABOR / MANAGEMENT COMMITTEE

1. The parties agree to establish a Joint Labor/Management Committee for the limited purpose of discussing the possibility of performing work with City of Burbank employees working overtime instead of contracting out

such work. Cost, feasibility, timeliness and quality of work issues will be subject to discussions by this Committee but the final decision as to whether or not it is in the best interest of the City to contract out such work will be with the City.

2. The parties agree to establish a Joint Labor/Management Committee for the limited purpose of reviewing the following issues:

- Merit pay restructuring
- Redistribution of Wellness monies
- Workers' Compensation rates savings
- Establishment of a Supervisor/Professional Sub unit
- Fees for Representation
- Potential removal of Exhibit N
- Revise and update language in the Grievance and Discipline Articles, adding additional options for appealing minor discipline, and defining suspension days (i.e. calendar vs. business days).
- Review Workers' Compensation Policy
- Review evaluation process
- Revisit vehicle accident matrix previously found in Exhibit J
- Language to encourage Citywide Training being taken on City time
- Language to clarify jacket and hat replacement in Article II K.3.
- Clarifying language relating to Call-outs
- Language relating to Development and Working Out-of-class, Citywide, and specifically at BWP.
- Language to protect Part-time employees
- Address specific concerns with the following BCEA positions/benchmarks: Workers Compensation Technician and Principal Clerk
- FLSA Audit and position reallocation
- Define how Union Leave is being tracked

ARTICLE XII
NON-DISCRIMINATION

SECTION A NON-DISCRIMINATION

The City and BCEA will not discriminate in the treatment of an employee on any basis (prohibited by Federal and State Law), union activity or union membership. The City and BCEA also will not discriminate in the treatment of an employee on the basis of part-time status, unless such treatment is directly based upon a level of benefit or right for part-timers which is codified in this agreement. These complaints are not subject to the grievance procedure and are under the jurisdiction of the Civil Service Board.

ARTICLE XIII
GRIEVANCE PROCEDURE

SECTION A STATEMENT

The purpose of the Grievance Procedure is to establish channels of communications between employees, supervisors and management. The City encourages any employee having a grievance related to his or her working conditions to discuss the matter informally with his or her immediate supervisor without undue delay. The informal discussion need not be reduced to writing and no records need be kept. The purpose of informal discussion is to settle grievances fairly and as quickly as possible. Management may limit an employee to a maximum of three employee representatives on the clock, unless management has a higher number of representatives. The employee may have his or her designated BCEA/AFSCME representative present during any step of this procedure.

SECTION B DEFINITIONS

1. GRIEVANCE

   A grievance is a dispute or difference of opinion raised by an employee, a group of employees (with respect to a single common issue), or the Union covered by this Agreement involving the meaning, interpretation or application of the provisions of this Agreement.

2. IMMEDIATE SUPERVISOR

   Immediate supervisor is defined as the employee's closest superior whose position has been designated a supervisory management or management by the City.

3. TIME LIMIT FOR FILING

   No grievance shall be considered and/or processed unless it is submitted within fifteen (15) working days after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any mutually agreed extension thereof, it shall be considered settled on the basis of the Department's last answer. If the Department does not answer a grievance or an appeal thereof within the specified time limits, the Union and/or the employee may elect to treat the grievance as denied at that step and immediately appeal to the next step of the grievance procedure. The time limit(s) in each step may be extended by mutual written agreement of the City and the Union representative and/or the employee involved in each step. The term working days as used in this Article shall mean the days Mondays through Fridays inclusive and excludes Saturdays, Sundays, holidays and/or other days on which City Hall is closed.

SECTION C PROCEDURE

1. STEP 1:
If an employee feels that he or she has a grievance concerning his or her working conditions or some action taken against him/her, he or she should contact his or her supervisor within fifteen (15) working days to discuss the matter informally. The supervisor will verbally respond to that employee within five (5) business days.

Note: Grievances involving discipline, up to and including discharge and grievances filed by the Union, shall be initially heard at Step 3 of the grievance procedure, i.e. department manager level. Grievances on written reprimands will only be heard at Step 3, they are not subject to Step 4 (Arbitration).

2. STEP 2:
Grievances not resolved at Step 1 shall be referred, in writing, to the employee's division manager within fifteen (15) working days after the designated supervisor's answer to Step 1. Copies of grievances must also be simultaneously submitted to the Management Services Director. This statement shall set forth in detail the exact condition or conditions as to which the grievance is made. The division manager shall conduct a grievance hearing within five (5) working days or at a time mutually agreeable to the parties. The division manager shall respond in writing with his or her decision to the Union within ten (10) working days following the hearing.

3. STEP 3:
If the grievance is not settled in Step 2 and the Union and/or the employee desires to appeal, the grievance shall be referred by the Union and/or the employee, in writing, to the department manager or his or her designated representative within ten (10) working days after the division manager's answer in Step 2. At this level, the employee through the union may, at time of submittal of the grievance to the Department Manager, revise the written grievance to include additional conditions and/or additional requests, as long as such corrections do not substantially cause the City to be faced with a new grievance. A meeting between the department manager, the employee(s), and the Union representative shall be held within five (5) working days of the receipt of the employee's and/or the Union's appeal or at a time mutually agreeable to the parties. The BCEA President shall be notified at least three (3) days prior to the meeting if the department manager will be sending a designee. If the grievance is settled as a result of this meeting, the settlement shall be reduced to writing and signed by the department manager or his or her representative, the employee(s), and the Union. If no settlement is reached the department manager or his or her representative shall give the department's written response to the Union within ten (10) working days following the date of the meeting.

4. MEDIATION

A. Initiation of Mediation

Prior to requesting arbitration for a grievance, the BCEA may request that the grievance be submitted to mediation, pursuant to the provisions of this section of the MOU.

B. Appointment of Mediator

The parties shall appoint a mediator from the list of names and in the same manner as provided for arbitrators in **Article XIII, Section C.5.A.**

C. Qualifications of Mediator

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

D. Vacancies

If any mediator shall become unwilling or unable to serve, the parties will appoint another mediator as provided for in **Article XIII, Section C.5.A.**

E. Representation

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

F. Date, Time and Place of Mediation

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

G. Identification of Matters in Dispute

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

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

The mediator may require any party to supplement such information.

H. Authority of Mediator

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and

written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.

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

I. Privacy

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

J. Confidentiality

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

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

1. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;

2. Admissions made by another party in the course of the mediation proceedings;

3. Proposals made or views expressed by the mediator; or

4. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

K. Written Agreement

A written agreement reached by the parties in the course of the

mediation is admissible in any subsequent proceeding to enforce its terms.

L. No Stenographic Record
There shall be no stenographic record of the mediation process.

M. Termination of Mediation
The mediation shall be terminated:

1. By the execution of a settlement agreement by the parties;

2. By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

3. By a written declaration of a party or parties to the effect that the mediation proceedings are terminated.

N. Exclusion of Liability
The mediator is not a necessary party in judicial proceedings relating to the mediation.

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

O. Interpretation and Application of Rules
The mediator shall interpret and apply these rules insofar as they relate to the mediator's duties and responsibilities.

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

5. STEP 4 ARBITRATION:

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance within fifteen (15) working days to the Management Services Director to schedule the matter for an arbitration hearing within twenty (20) calendar days of receipt of the request. The Union and the Management Services Director shall attempt to mutually agree upon an arbitrator, and, if they cannot agree, shall strike names from a panel of seventeen (17) arbitrators until one name remains. The final arbitrator’s name remaining on the list shall arbitrate the dispute. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his or her selection by a joint letter from the parties requesting that he or she set a time and place, subject to the

availability of the City and Union representatives.

PANEL OF ARBITRATORS:

Sara Adler	Michael Prihar	William Dorsey
Norman Brand	Joe Gentile	Robert Austin
Walter Daugherty	Charles Askin	
Mark Burstein	Buddy Cohn	

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

C. If there is a dispute between the parties as to the question of arbitrability, that question shall be submitted separately to the arbitrator for resolution prior to addressing the merits of the grievance.

D. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this memorandum of understanding. The decision of the arbitrator shall be solely advisory in nature. The arbitrator's written award shall be submitted within thirty (30) calendar days from the last day of the hearing. The arbitrator's decision shall be forwarded to the City Manager, who shall review the award and make the final decision within thirty (30) days of its receipt.

E. Employees called as witnesses during the course of the arbitration hearing shall be released for that purpose without loss of compensation or benefits. Witnesses will be subject to subpoena issued by the arbitrator, at the request of either the BCEA or the City, and enforceable by the City.

F. The fee and expenses of the arbitrator and the cost of a written transcript shall be borne equally by the parties.

SECTION D ALTERNATIVE ARBITRATION RESOLUTION

1. This is an alternate to the procedure set forth in **Article XIII, Section C/**Grievance Procedure. Individual members of the bargaining unit (BCEA) may have access to this procedure with the approval of the BCEA.

2. A written joint submission statement setting forth the issue(s) to be determined will be prepared by the parties prior to the hearing by an arbitrator. In the event the parties cannot jointly agree on a submission statement then at the hearing, each party shall present to the arbitrator its own submission statement in which case the arbitrator shall determine the issues to be resolved.

3. Only those grievances that directly concern and/or involve the interpretation and/or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration. In no event shall such arbitration extend to:
   A. The interpretation, application, merits or legality of any state or local law or ordinance; unless the arbitrator, in his or her discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

   B. The arbitrator will be compensated at the contracted flat daily rate and the costs related to the hearing will be borne entirely by the grievant. If a stenographic record of the hearing is made, it will be at the expense of the requesting party. A true copy of the stenographic record, if any, shall be forwarded to both the City and BCEA. The grievant can be represented by legal counsel, or a party of their own choosing. The BCEA shall be afforded the opportunity to be present during the course of the hearing as an observer.

4. The arbitrator selected shall hear the grievance(s) within thirty (30) working days of his or her selection, or by mutual agreement.

5. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.

6. The arbitrator shall issue a “letter award” within ten (10) days of the hearing, if a stenographic record is utilized. If no record is used the arbitrators “written award” shall be submitted within thirty (30) calendar days from the last day of the hearing. The arbitrator’s decision shall be forwarded to the City Manager, who shall review the award and make the final decision within thirty (30) days of its receipt. The decision of the arbitrator shall be solely advisory in nature to the City Manager.

7. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of the Memorandum of Understanding.

8. The decision of the arbitrator shall be binding upon the grievant, but only advisory respective to the City, and subject to review by the City Manager.

SECTION E JURISDICTION OF CIVIL SERVICE BOARD

Disciplinary actions including, but not limited to, suspensions, demotions, and termination shall be subject to the grievance procedure set forth above and shall not be subject to the jurisdiction of the Civil Service Board. Further, it is agreed the grievance provisions and the Civil Service Appeals procedure are mutually exclusive and that no relief shall be available under the Civil Service Appeals process on matters covered by this agreement with the exception of matters related to discrimination and sexual harassment.

ARTICLE XIV
DISCIPLINE AND DISCHARGE

SECTION A 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. REASONS FOR SUSPENSION, DEMOTION, OR DISMISSAL

   Suspension, demotion, or dismissal of an employee may be accomplished for any one or more of the following reason:

   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 job-related misdemeanor or felony involving moral turpitude;

   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. Absence from the job during the working hours without permission;

L. Unauthorized use of City tools, equipment or property;

M. Abuse or gross negligence in the care or operation of City tools, equipment or property;

N. Use of sick leave for unauthorized purposes;

O. Receiving gratuities or any personal favor in exchange for the performance or for the non-performance of an assigned duty;

P. Discussion with unauthorized persons of City business known to the employee to be confidential;

Q. Willful refusal to respond to an official call in an emergency;

R. Willfully making any false statements, certificates, or reports or in any manner committing or attempting fraud;

S. Violation of administrative rules and regulations;

T. Illegal possession or use of drugs or narcotics;

U. Incompetence or inefficiency in the performance of required duties;

V. Discrimination against, or harassment of, co-workers or the public based on race, religion, national origin, sex, age, handicap, or other unlawful consideration;

W. The consumption of alcohol or the use of drugs during the workday.

SECTION B LIE-DETECTOR TESTS

No employee shall be subjected to a lie-detector test as a condition of employment.

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 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.

B. In minor disciplinary matters the statement of charges should be specific and factual and enumerate violations of **Section A** of this article. All evidence requested by the employee or the Union, and relied upon for disciplinary actions, shall be supplied to the employee or his or her representative. Any evidence discovered after the initial request by the employee or the Union shall be supplied to the employee or the Union. Failure to provide all evidence relied upon for disciplinary action shall result in the exclusion of such evidence from any disciplinary hearing.

C. The employee shall receive by a written or oral notice to the employee of the date and time of the informal hearing at least two calendar days prior to the hearing.

D. The department manager or supervisor shall document only the problem, significant facts and the results (statements made by the parties at the hearing shall not be included). A copy will be placed in the employee's personnel file and the employee shall be given a copy.

E. 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.

It is understood by the parties that **Subsections D and E** above do not prevent the City from:

1) taking action against an employee who goes beyond the norm for behavior in a grievance or pre-disciplinary hearing, it being clear that behavior beyond the norm by a supervisor or leadworker can justify similar behavior by an employee, and

2) considering additional discipline for admissions made during the informal hearing, as long as the admissions go to new issues or are major in scope.

F. For purposes of clarification, the definition of a 1-day suspension will mean eight (8) hours of work time when used as part of a discipline. A "day" for a part-time employee will be their regularly scheduled hours or at the discretion of the Department head for non-regularly scheduled part-time employees.

3. MAJOR DISCIPLINE

A. Major discipline shall be all discipline administered, where the punishment imposed may result in suspension without pay or more than three days, or in the dismissal or demotion of the employee. Major discipline shall not be imposed for minor infractions that have occurred infrequently.

B. The employee shall receive notice at least 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. Further, major suspensions of 15 days or more will be calculated as follows:
15 days= 11 days of suspension as defined above
20 days= 15 days of suspension as defined above
30 days =22 days of suspension as defined above

4. STATEMENT OF CHARGES

In major disciplinary matters the statement of charges should be specific and factual and enumerate violations of **Section A** of this article. All evidence requested by the employee or the Union, and relied upon for disciplinary actions, shall be supplied to the employee or his or her representative. Any evidence discovered after the initial request by the employee or the Union shall be supplied to the employee or the Union. Failure to provide all evidence relied upon for disciplinary action shall result in the exclusion of such evidence from any disciplinary hearing.

5. 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 BCEA/AFSCME or an attorney.

6. THE HEARING

A. The department manager, or his or her authorized representatives in his or her absence, shall preside at major disciplinary hearings.

B. 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 ten calendar days. A summary of the decision will be sent to the employee and to the BCEA (Statements made by the parties at the hearing shall not be included).

7. EMERGENCY DISCIPLINARY SITUATIONS

A. 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.

B. 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.

C. At the discretion of the department manager, the employee may not be permitted to come to his or her regular place of employment or may be assigned a task where the department's function is not jeopardized by his or her presence.

8. IMPLEMENTATION
In implementing the disciplinary procedure a full trial type evidentiary hearing is not required in pre-disciplinary hearings.

SECTION D MEDIATION

Prior to requesting a post disciplinary hearing, BCEA may request that a discipline be submitted to mediation subject to the provisions **of Article XIII Section C.4.** of this MOU.

SECTION E FORMAL DISCIPLINARY PROCEDURES AND POST DISCIPLINARY HEARINGS

1. SUSPENSION
Any person holding a position or employment in the Civil Service System shall be subject to suspension without pay by the appointing power, but such suspensions shall not exceed a total of thirty (30) days in any fiscal year; provided, however, any person suspended without pay shall have the right of appeal in the manner provided by this Article.

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.

3. Right of Appeal is defined in **Section E of Article XIII.**

4. Verbal and written reprimands will be processed only in accordance with the provisions in **Article XIV**. Such reprimands may not be processed through the grievance procedure or appealed to the Civil Service Board.

ARTICLE XV
INFORMAL DISCUSSION OF DEPARTMENTAL PROBLEMS

SECTION A DEPARTMENTAL MEETINGS

Departmental Managers will implement the following policy:

1. The BCEA may request, monthly, that a meeting be scheduled between the Department Steward or Stewards, the Department Head, and his or her representatives, to discuss items of mutual interest. Advance notification of at least three (3) working days of such meeting(s) shall be sent to the BCEA President. At the option of the BCEA, the President of the BCEA may be present at such meetings. The Department Head 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. Union representatives cannot enter into binding agreements on meet and confer matters without the expressed written permission of the President of BCEA or his or her designated representative.

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.

4. Department managers shall permit short meetings for employees held by the Steward during business hours in order to discuss departmental problems so long as it does not interfere with the orderly and efficient operations of the Department.

ARTICLE XVI
HEALTH AND SAFETY

SECTION A SAFETY IN THE WORK PLACE

The City and the BCEA 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 City Employees Association (BCEA) will have two representatives on the Safety Coordinators Committee. Each representative will serve one (1) year. The representatives will be appointed six (6) months apart.

SECTION B SAFETY SHOES

1. Every two years the City shall provide to full-time and part-time employees three (3) pairs of department approved safety shoes to each affected employee at no cost to the employee. Approved safety shoes shall mean such styles as may be approved by the affected department and which provide, in the opinion of the City's Safety Officer, adequate safety.

2. For this section, the term "employee" shall mean a person on active status at the time of request for safety shoes.

SECTION C SAFETY GLASSES

1. 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.

2. For those employees, the City will pay for the cost of frames, prescription lens, and fitting or other eye protection as referenced in **Section C1** above. The cost of eye examinations to obtain the prescription will be paid by the employee. The City will provide plain safety glasses to qualifying employees not requiring prescription lens.

3. Broken or badly damaged glasses will be replaced by the same method as the glasses were originally obtained. Damaged safety glasses will be required to be turned in. Lost glasses will be replaced at the expense of the employee.

SECTION D RAINGEAR

The City shall provide raingear for Crossing Guards and Field personnel.

SECTION E VDT SAFETY COMMITTEE

The City & the BCEA agree that the issue of VDT (Video Display Terminal) safety

is worthy of study. The parties agree to establish a joint committee to review the information available, and formulate recommendations, and a plan including a time frame for implementation by the City.

SECTION F SPECIAL MEDICAL EXAMINATIONS AND DRUG AND ALCOHOL PROGRAMS

1. The City Manager or a Department Manager may require an employee to have a special medical examination at City expense, if it appears to the department manager that the employee has or is developing a condition that may impair his or her ability to perform his or her work. If the examination confirms that the employee has or is developing such a disabling condition, the employee will be advised of it and directed to seek attention under the direction of his or her personal physician. The employee will be evaluated for retention in his or her present position, transfer to another position, or rehabilitation training depending on specific conditions in each case. Evidence developed by this procedure shall not be used for discipline, discharge, or termination except when the disabling condition is due to alcohol or an illicit drug, and then only upon properly following the rules and standards in **"2" and "3"** below.

2. When there is reasonable cause to believe that an employee, while on the job, is unfit for duty because of alcohol or illicit drugs, or is using alcohol or illicit drugs on the job, the employer may direct such employee to submit to medical examination. Where the results of the medical examination shows that the employee's disabling condition on the job was due to the influence of alcohol or an illicit drug, the employee will be evaluated for retention in his or her present position, transfer to another position, rehabilitation training or imposition of discipline pursuant to **Article XIV - Discipline & Discharge.**

3. In administering **"2"** above the following rules shall be adhered to by the City:

   A. The City will take every reasonable step, directly and through clinics, medical personnel and other agents and contractors, to preserve the chain of custody of the urine or blood sample given and do so in a manner which eliminates or practically eliminates the opportunity for samples to be lost, switched, confused, mixed or otherwise compromised. Employee shall receive promptly upon request part of the urine or blood sample given by the employee and may, at their own initiative and expense, have such sample sent to an independent laboratory for testing. The union or the employee shall submit the sample jointly with the employer to the independent laboratory and do so in a manner in which the employer is given ample opportunity to observe the union's sample at all times prior to it being released to the independent laboratory.

   B. Employees will not be subjected to unusual or unprofessional

observation techniques when they provide samples.

C. The City will train employees to become Drug Recognition Experts to the extent that this is possible. If this is not possible the Department will seek to obtain appropriate training for employees in the recognition and identification of alcohol and drug use. Such alternate training must be acceptable to the union.

D. It is the intent of the City that whenever there is a vehicle accident involving a "third party", a police officer and/or a Drug Recognition Expert will respond to the accident. The police officer or the DRE will determine if a drug screen is necessary based on a determination that there is reasonable cause to believe that an employee, while on the job, is unfit for duty because of alcohol or drugs.

SECTION G U.S. DEPARTMENT OF TRANSPORTATION, ALCOHOL AND DRUG ABUSE POLICY

This agreement supplements the City of Burbank Alcohol and Drug Abuse Policy. The provisions of this agreement apply only to those employees who are subject to the U.S. Department of Transportation Drug Testing Regulations pertaining to holders of commercial driver's license when required by the City of Burbank. All other employees remain subject to the City's existing policies, Administrative Procedures, and the provisions of their applicable agreements.

As with all employees, employees subject to the U.S. Department of Transportation Drug Testing Regulations are expected to report to work free of drugs and/or alcohol.

The BCEA shall have access, upon request, to review any documents generated by the HEIDI Random Computer Program, including who has accessed the Program and when random tests were generated.

When a random test is generated, a hard copy of the randomly selected names, including a listing of the entire pool, will be printed and retained with the permanent drug testing records. (See Exhibit H).

ARTICLE XVII
EMPLOYEE RIGHTS

SECTION A PAYROLL DEDUCTION AND DUES

1. UNION MEMBER DEDUCTION AND DUES

   A. During the term of this Memorandum, upon receipt of an executed voluntary written authorization, the City shall deduct BCEA dues on the bi-weekly payroll basis. The form for this purpose shall be provided by the City and the amounts to be deducted for BCEA dues shall be certified to the City by the BCEA on a semiannual 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.

2. FEE FOR REPRESENTATION

   A. As a condition of continued employment each permanent employee represented by the BCEA who chooses not to be a dues paying member of this unit shall pay a service fee. The City shall implement deduction for this fee in the first payroll period that starts thirty (30) days after the Financial Services Department receives written notice of the new account.

   B. The BCEA shall be responsible for the preparation of the notice to all employees represented by the unit of the fee for representation in lieu of membership dues and that the fee for representation shall be automatically deducted from the employees' paychecks. The City shall provide copies of the notice to all new hires.

   C. RELIGIOUS EXCEPTION

   Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employees shall in lieu of dues or fees for representation, pay sums equal to said amount to a non-religious, non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, selected by the employee from a list of such eligible local funds designated by the BCEA. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the BCEA . Acceptable charities are: The Burbank Center for the Retarded, Burbank Temporary Aid Center (BTAC) and The Boys & Girls Club of Burbank.

3. INDEMNIFICATION

A. The BCEA agrees to defend and indemnify the City for any loss or damage, claims or cause of action relating to payroll deductions for BCEA dues and/or fees for representation provided for in the MOU. The defense will be provided by BCEA attorneys or attorney selected by them, with City approval. Such approval will not be unreasonably withheld. Exempted from this indemnification is any loss that occurs as a result of City errors in applying the rates to the classifications correctly.

SECTION B MEMBERSHIP LIST

The City shall furnish the BCEA a listing each September 1st, December 1st, March 1st and June 1st of member employees in classifications represented by the BCEA. The City shall furnish the BCEA a listing each September 1st of non-member employees in classifications represented by the BCEA. In addition, the City shall provide the BCEA 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 BCEA.

SECTION C 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 processing grievances or 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 to not 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 or campaigning for office, will not be permitted during working hours.

SECTION D MEETING WITH NEW EMPLOYEES

The City shall arrange for meetings between new employees and a union officer or authorized representative for the purpose of informing such employees of their scope of representation and benefits available to the employees. Such meetings shall occur during the first three (3) weeks of employment.

SECTION E PERSONNEL FILES

The City acknowledges that an employee is entitled to review the contents of their “official” file located in the office of the Management Services Department at reasonable intervals. An employee may request a Union representative to assist him or her in reviewing said folder.

SECTION F TIME OFF FOR CIVIL SERVICE BOARD MEETINGS

1. Employees shall be granted time off without loss of pay to attend meetings of the Civil Service Board which are scheduled during the employees regular working hours, if the employee is (1) president of an employee

organization and/or vice president, if the president cannot attend; (2) chairperson of the civil service committee or salary committee chairperson of an employee organization, if the salaries are being discussed; (3) present on official business before the Board including an appeal by the employee or representation of an employee by another for the purpose of appeal; or (4) present because, in the opinion of his or her department manager, the interests of the City are served by having the employee present.

2. Employees shall request permission from their department manager to attend at least twenty four (24) hours prior to the meeting. Unless otherwise authorized, employees must return to work as soon as the business for which they are attending is completed.

SECTION G RIGHT OF REPRESENTATION

The BCEA may, at the employee's option, represent the employee at disciplinary hearings, investigatory interviews, counseling, evaluations (only overall evaluations of less than satisfactory), meetings to mete out discipline, safety meetings (accident review), any discussion or meeting concerning layoff or retirement, grievance meetings, arbitration proceedings, or Civil Service Board meetings or hearings. If an employee requests union representation and is not provided with it, admissions obtained 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 H CITY BULLETIN BOARDS

Adequate space shall be made available to the BCEA on City bulletin boards throughout the City provided the material posted is not derogatory to the City, of a political nature, or commercial advertising designed for purposes other than employee benefit or morale, or not endorsed by the BCEA. Notice shall be dated and signed by the authorized representative of the union responsible for its issuance.

SECTION I UNION LEAVE

1. An aggregate of two thousand and eighty (2080) working hours per fiscal year shall be available without loss of pay for use by the BCEA President, and an aggregate of 300 hours of union leave will be available for board members and other representatives.

2. The hours shall be utilized to attend meetings or conventions held by labor or professional organizations, prepare for City-related union appearances, or counsel employees on labor relations subjects.

3. Released time with pay for BCEA Stewards, Executive Board and negotiating team members shall be continued as in the past. 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 his or her shift before the start of a Steward's Council or Executive Board meeting. Evening and night shift employees shall attend these meetings with pay and without adjustment of their hours.

ARTICLE XVIII
MANAGEMENT RIGHTS AND PAST PRACTICES

SECTION A MANAGEMENT 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 for just cause;

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 Article 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 **Section C** of this Article.

SECTION C PAST PRACTICES

Past practices concerning rights, wages, hours, and working conditions will be continued unless specifically altered by this agreement.

SECTION D CONTROL

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

ARTICLE XIX
MISCELLANEOUS

SECTION A ARBITRATION TRAINING

The City agrees to provide American Arbitration Association training to **new** BCEA Executive Board members and stewards. The City agrees that the BCEA will be advised of Civil Service Board openings and be afforded the opportunity to provide the City Council with a list of names for consideration for appointments.

SECTION B CONTRACT TRAINING

The parties agree that every manager and supervisor shall be provided with a copy of the current contract and receive formal training as to its application. This training is to be completed within ninety (90) days from City Council approval of this agreement

SECTION C MOU COPIES

The City will provide to the BCEA, at no cost, at least 800 printed copies of this collective bargaining agreement. The printed copies will be 8½ inches by 11 inches. The City will provide the copies no later than 60 days after the new Memorandum of Understanding is approved.

SECTION D 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, Engineer-In-Training certificates, FCC licenses, toxic materials certificates, smog certificates, continuing education units for required licenses and 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 or required seminars.

SECTION E 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 his or her 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 F 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.

SECTION G FAIR LABOR STANDARD ACT

The parties understand that many of the employees covered by this agreement may also be covered by the Fair Labor Standards Act of 1938, as amended, 29 U.S.C., Section 201 et seq. (FLSA). 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.

SECTION H PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws, ordinances and regulations and any lawful ordinances and regulations enacted by the City of Burbank. If any part or provisions of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal and state laws, regulations or ordinances or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended or superseded by such applicable law, regulation, or ordinance and the remainder of the Memorandum of Understanding shall not be affected thereby.

SECTION I TRADES COMMITTEE

The parties will continue with the joint Union/Management Committee known as the "Trades Committee". The purpose of the committee will be to meet and confer to determine whether inequities exist between BCEA trade classifications and comparable classifications within the IBEW trade series and other outside agencies.

SECTION J BURBANK EMPLOYEE RETIREE MEDICAL TRUST (BERMT)

The City provided $20,000.00 to set up a Retiree Medical Trust Coalition in 2003. In addition, the City deposited the sum of $2.4 million for three years worth of monthly payments for the prospective retirees. The employer rates were established as $50.00 per month effective April 1, 2003, $60.00 per month effective April 1, 2004, and $65.00 per month effective April 1, 2005. Upon implementation, employees contributed $20 per pay period to the trust.

Effective April 1, 2006 the City and each eligible employee will both contribute $26.25 per pay period to the BERMT.

Effective December 16, 2007 the City and each eligible employee will both contribute $30.00 per pay period to the BERMT. Effective September 7, 2008 the City and each eligible employee will both contribute $40.00 per pay period to the BERMT. Effective August 1, 2010 the City and each eligible employee will both contribute $50.00 per pay period to the BERMT.

SECTION K CLASSIFICATION VACANCIES

The City shall notify the BCEA quarterly as to any open position and the expected

time frame to fill said position.

SECTION L 457 CONTRIBUTION

Effective August 19, 2010, the City is to create a 457 (Deferred Compensation) matching program. The City will match an employee contribution up to $6.50/month to the 457 plan. Effective 7/1/2011, the City will increase its matching contribution by $33.50/month to a total of $40 per month.

In witness whereof, the parties hereto have caused their authorized representatives to execute this Memorandum of Understanding on this date to be effective the 18th day of October 2011, and as provided herein.

ON BEHALF OF THE CITY OF BURBANK:

MICHAEL S. FLAD
City Manager

JUDIE WILKE
Management Services Director

CARRIE MATSON
Deputy Financial Services Director

JOAQUIN BUSQUETS
Human Resources Manager

ERICKA REINKE
Administrative Analyst II

ON BEHALF OF THE BURBANK CITY EMPLOYEES'ASSOCIATION:

MICHAEL CASTRO
President

ROBERT KACZMAREK
1st Vice President

Date: December 15, 2011

EXHIBIT A

AFFECTED EMPLOYEES CLASSIFICATION TITLES

Note: Any classification marked with a plus (+) sign is exempted from layoff rights per **Article I and Article X.** Any classification marked with an asterisk (*) sign, although Civil Service, is subject to "expedited hiring" "Expedited hiring" means the City does not have to post, advertise, recruit, or select in accordance Civil Service Rules or Exhibit E of this MOU.

ACCOUNT CLERK	FACILITY TECHNOLOGY COORDINATOR
ACCOUNTANT	FIELD SERVICE REPRESENTATIVE II
ANIMAL CONTROL OFFICER	FIELD SERVICE REPRESENTATIVE III
APPLICATION DEVELOPMENT ANALYST I	FIRE EQUIPMENT MECHANIC
ASSISTANT PLANNER	FIRE EQUIPMENT SPECIALIST
ASSISTANT TRAFFIC SIGNAL TECHNICIAN	FIRE PREVENTION INSPECTOR
ASSISTANT TRANSPORTATION PLANNER	FLEET MAINTENANCE TECHNICIAN
ASSOCIATE PLANNER	FLEET UTILITY WORKER
	FOOD SERVICES AIDE *
BENEFITS COORDINATOR	FOOD SERVICES SUPERVISOR
BUILDING INSPECTOR I	FORENSIC SPECIALIST
BUYER I	FORENSIC SPECIALIST SUPERVISOR
BUYER II	
	GRAPHICS MEDIA DESIGNER
CARPENTER	GROUNDSKEEPER
CARPENTER LEADWORKER	GROUNDSKEEPER HELPER
CEMENT FINISHER	
CHILDREN'S LIBRARIAN	HEAVY EQUIPMENT OPERATOR
CIVIL ENGINEERING ASSISTANT	HEAVY TRUCK DRIVER
CIVIL ENGINEERING ASSOCIATE	HELICOPTER MECHANIC
CIVIL ENGINEERING ASSISTANT-BWP	HOUSING ASSISTANT + *
CIVIL ENGINEERING ASSOCIATE- BWP	HOUSING SERVICES ASSISTANT + *
COLLECTIONS SPECIALIST	HOUSING SPECIALIST + *
COLLECTIONS SYSTEMS JOURNEYMAN	HUMAN RESOURCES SPECIALIST
COLLECTIONS SYSTEMS LEADWORKER	HUMAN RESOURCES TECHNICIAN I
COLLECTIONS SYSTEMS WORKER	HUMAN RESOURCES TECHNICIAN II
COMMUNICATIONS OPERATOR	
COMMUNICATIONS SUPERVISOR	INFORMATION SYSTEMS ANALYST I
CONSTRUCTION INSPECTOR	INTERMEDIATE CLERK
CONSTRUCTION & MAINTENANCE LEADWORKER	
CONSTRUCTION & MAINTENANCE WORKER	JAILER
CROSS CONNECTION CONTROL SPECIALIST	
CROSSING GUARD *	KENNEL ATTENDANT
CUSTODIAL LEADWORKER	
CUSTODIAN	LABORER
CUSTOMER PROGRAMS ASSISTANT	LANDFILL LEADWORKER
CUSTOMER SERVICE REPRESENTATIVE I	LANDSCAPE LEADWORKER
CUSTOMER SERVICE REPRESENTATIVE II	LANDSCAPE SUPERVISOR
CUSTOMER SERVICE REPRESENTATIVE III	LEGAL SECRETARY
CUSTOMER SERVICE SUPERVISOR	LEGAL SECRETARIAL CLERK
	LIBRARIAN*
DUPLICATING MACHINE OPERATOR	LIBRARY ASSISTANT
	LIBRARY CLERK
ELECTRICAL SERVICE PLANNER	LIBRARY PAGE/PT
ELECTRICAL ENGINEERING ASSISTANT	LICENSE AND CODE SERVICES INSPECTOR I
ELECTRICAL ENGINEERING ASSOCIATE	LICENSE AND CODE SERVICES INSPECTOR II
ENGINEERING AIDE	LITERACY CLERK
ENGINEERING TECHNICIAN	

MAIL ROOM ASSISTANT	SENIOR RECREATION LEADER
MESSENGER-BILL DELIVERER/PT*	SENIOR REDEVELOPMENT PROJECT ANALYST
METAL WORKER	SENIOR SECRETARY
MOTOR SWEEPER OPERATOR	SENIOR SECURITY GUARD
MUNICIPAL RECORDS CLERK	SENIOR SURVEY AIDE
	SENIOR TREE TRIMMER
NETWORK SUPPORT ANALYST I	SENIOR VIDEO PRODUCTION ASSOCIATE
	SENIOR WATER PLANT MECHANIC
OFFSET PRESS OPERATOR	SENIOR WATER PLANT OPERATOR
	SIGN LANGUAGE INTERPRETER
PAINTER	SKILLED WORKER
PAINTER SUPERVISOR	SOCIAL SERVICES COORDINATOR *
PARKING CONTROL OFFICER	SOCIAL SERVICES SUPERVISOR
PARKING CONTROL SUPERVISOR	SOCIAL SERVICES PROGRAM SUPERVISOR/NUT
PAYROLL TECHNICIAN I	SOLID WASTE LEADWORKER
PAYROLL TECHNICIAN II	SOLID WASTE UTILITY WORKER
PERMIT TECHNICIAN	SOLID WASTE TRUCK OPERATOR
PIPEFITTER APPRENTICE	SPECIAL ACTIVITY LEADER *
PIPEFITTER	SPECIAL PROJECT CREW LEADER *
PIPEFITTER/OPERATOR	STOREKEEPER
PLANNING TECHNICIAN	STORES HELPER
POLICE RECORDS TECHNICIAN	STREET MAINTENANCE LEADWORKER
POLICE RECORDS TECHNICIAN SUPERVISOR	SUPERVISING ACCOUNT CLERK
POLICE TECHNICIAN	SUPERVISING CLERK
POWER SUPPLY SCHEDULER	SUPERVISING OFFSET PRESS OPERATOR
PRINCIPAL CLERK	
PROGRAM SPECIALIST	TECHNICAL SUPPORT ANALYST I
PUBLIC SAFETY FACILITY TECHNICIAN	TECHNICAL SUPPORT ANALYST II
PUBLIC WORKS JOURNEYMAN	TIRE MAINTENANCE WORKER
	TRADES & CRAFTS LEADWORKER
RANGEMASTER	TRAFFIC CONTROL JOURNEYMAN
RANGEMASTER ASSISTANT	TRAFFIC SIGNAL TECHNICIAN
RECREATION COORDINATOR	TRAFFIC SIGNAL OPERATIONS SPECIALIST
RECREATION SUPERVISOR	TRANSPORTATION OPERATIONS SUPERVISOR
REDEVELOPMENT PROJECT ANALYST	TRANSPORTATION SCHEDULER *
RIGHT OF WAY SPECIALIST	TRANSPORTATION SERVICES DRIVER *
	TREASURER TECHNICIAN
SECRETARY	TREE TRIMMER
SECURITY GUARD	TREE TRIMMER LEADWORKER
SENIOR ACCOUNTANT	
SENIOR ANIMAL CONTROL OFFICER	UTILITY ACCOUNTING ANALYST
SENIOR CIVIL ENGINEERING ASSISTANT	
SENIOR CLERK	VETERINARY TECHNICIAN
SENIOR COMPUTER OPERATOR	VIDEO PRODUCTION ASSOCIATE
SENIOR ELECTRIC SERVICE PLANNER	
SENIOR ENGINEERING TECHNICIAN	WATER METER MECHANIC
SENIOR FLEET MAINTENANCE TECHNICIAN	WATER PLANT MECHANIC
SENIOR FOOD SERVICES AIDE	WATER PLANT OPERATOR
SENIOR GROUNDSKEEPER	WATER QUALITY SPECIALIST
SENIOR LIBRARIAN*	WATER SERVICE PLANNER
SENIOR LICENSE & CODE SERVICES INSPECTOR	WELDER
SENIOR REAL ESTATE AGENT	WORKER'S COMPENSATION TECHNICIAN

EXHIBIT B

AFFECTED EXEMPT EMPLOYEES
CLASSIFICATION TITLES
BCEA

AQUATIC PROGRAM COORDINATOR
CLERICAL WORKER LIFEGUARD/INSTRUCTOR
FLEET MAINTENANCE APPRENTICE
JUNIOR CASHIER
LIBRARY MONITOR
LIFEGUARD
LOCKER ROOM ATTENDANT
MAIL ROOM ASSISTANT
PIPEFITTER APPRENTICE
POLICE CADET
RECREATION LEADER
SENIOR FOOD SERVICES AIDE
SENIOR LIFEGUARD
UTILITY WORKER
WORK TRAINEE I
YOUTH EMPLOYMENT ASSISTANT
YOUTH EMPLOYMENT COORDINATOR
YOUTH EMPLOYMENT JR TEAM LEADER
YOUTH SERVICES WORKER

NOTE: These positions may be temporarily classified as Exempt on a limited basis, only for the purpose of allowing current employees to accept these positions without loss of benefits.

EXHIBIT C

AFFECTED CONFIDENTIAL EMPLOYEES

The following classifications (positions) are designated as “confidential employees” per the City’s Employer/Employee Relations Ordinance:

BENEFITS COORDINATOR
HUMAN RESOURCES TECHNICIAN I
HUMAN RESOURCES TECHNICIAN II
INTERMEDIATE CLERK (MANAGEMENT SERVICES DEPARTMENT ONLY)
LEGAL SECRETARY
LEGAL SECRETARIAL CLERK
SENIOR CLERK (EMPLOYEE RELATIONS & CITY ATTORNEY’S OFFICE)

EXHIBIT D

DEFINITIONS

Arbitration: A system for resolving a grievance where the parties agree on an independent third party to resolve the dispute.

Civil Service System: The employment system based on merit and fitness established pursuant to Section 37 of the City Charter.

Class/Class of Position: 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.

Continuous Service: Employment in a regular position which has not been interrupted by resignation, discharge, retirement, or layoff.

Department: A principal branch of City government that includes the offices of elected City officials and Council appointed employees.

Differential Pay: Compensation in addition to an employee's base pay for performing the duties prescribed in Article II, Section K.

Displacement: A complex system of transfers and/or terminations utilized during a layoff or the return of a permanent employee to his/her former position.

Emergency: An unforeseen circumstance requiring immediate action, a sudden unexpected happening, or unforeseen occurrence or condition, or a pressing necessity. This definition does not apply to Emergency Leave.

Employee: Any officer or person represented by the BCEA and holding a position in the Classification Plan.

Exempt Employee/ Status: An employee whose classification is listed in Exhibit B and who is not covered by the Civil Service System, but is represented by the BCEA.

Fee for Representation A requirement, usually contained in a negotiated agreement, that all employees in a bargaining unit who do not wish to become members of that bargaining unit, pay a fee covering

the cost of representation to the employee organization that is the exclusive representative of the unit.

Full-Time Employee: An employee who regularly works an average of forty (40) hours a week exclusive of overtime (See Article III for benefit exception).

Grievance: A dispute or difference of opinion raised by an employee, a group of employees (with respect to a single common issue), or the Union covered by this Agreement involving the meaning, interpretation, or application of the provisions of this Agreement.

Hours of Work:

5/40 Workweek: A workweek that consists of five (5) consecutive eight (8) hour work days followed by two (2) consecutive days off.

9/80 Workweek: A work schedule in which an employee works nine (9) days/eighty (80) hours in a fourteen (14) calendar day period.

Just Cause: The arbitration standard for upholding discipline and/or discharge. The "just cause" standard must include the following: (1) the employee must have advance notice either expressed or implied, of the probable or possible consequences of poor performance or misconduct; (2) the employer's policies, practices, and performance rules must be reasonable and related to the employer's legitimate business interest; (3) before discipline is imposed, the employer must fairly investigate the suspected violation; (4) there must be substantial proof that the employee was guilty of poor performance or misconduct; (5) rules must be applied evenhandedly in comparable circumstances; and (6) the degree of discipline must be reasonable in light of the seriousness of the offense, the kind of employment involved, and the employee's record.

Layoff: A non-disciplinary termination of a regular appointment due to a reduction in personnel or an elimination of a position.

Leadworker: An employee who, under direction, assigns or directs other employees (i.e. a crew) to do routine work.

Meet and Confer (in Good Faith): Meet and confer in good faith means performance by duly authorized City representatives and duly authorized representatives of an employee organization recognized as the majority representative of their mutual obligation to meet at reasonable times and to confer in good faith regarding

matters within the scope of representation, including wages, hours, and other terms and conditions of employment, in an effort to: (1) reach agreement on those matters within the authority of such representatives and (2) reach agreement on what will be recommended to the City Council on those matters within the decision making authority of the City Council; but without requiring either party to agree to a proposal or to make a concession.

Meet and Consult: Consult or consultation in good faith means to communicate verbally or in writing for the purpose of presenting and obtaining views or advising of intended actions.

Overtime Work: Work that is performed by an employee of the City in excess of regularly scheduled hours, or on a holiday as defined in Article V, or at times other than those normally required for his/her employment.

Part-time Employee: An employee who regularly works less than forty (40) hours a week (See Article III for benefit exception).

Past Practice: There are generally four elements which should be present in order to cite a past practice: (1) a clear course of conduct; (2) a consistent activity or practice over a reasonable duration; (3) full knowledge and agreement concerning the activity or practice by the City and the Union; and (4) silence or ambiguity in the Memorandum of Understanding concerning the activity or practice.

Permanent Employee/ Status: An employee who has satisfactorily completed his probationary period and has received an appointment for an indefinite period.

Personnel File: Those official individual employee files maintained by the Management Services Department.

Position: The permanent movement of an employee from one classification to another classification where the maximum step of the new salary range is higher than the maximum step of the old salary range.

Provisional Employee/ Status: A non-permanent appointment to fill openings for an interim period of time.

Recall: A system utilized to reinstate employees who have been laid off or displaced.

Seasonal Appointment/ Status:	An employee who is appointed to a temporary position which may offer recurring periodic employment.
Seniority:	The status attained by the length of Civil Service is employment for the City of Burbank.
Shift Pay:	Compensation in addition to an employee's base pay for working hours as specified in Article III, Section J.
Supervisor:	An employee, regardless of job description, with the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or to adjust their grievances, or effectively recommend such actions. The exercise of this authority is not of a merely routine or clerical nature, but requires independent judgment. A supervisor is also responsible for evaluating employees' performances.
Temporary Appointment:	An employee who is appointed to a position for a short duration for which no rights or privileges accrue.
Title:	A position in the Classification Plan.
Transfer:	A movement from one department or title to another. Transfer to another title must be to a position of the same or comparable class and character or work, and where the same general type of examination is given for such position.
Working Out-of-Class:	An employee who spends at least 51% or more of his/her time performing duties of a higher level which are not generally included in his/her class specification.

EXHIBIT E

EMPLOYMENT EXAMINATIONS AND LISTS

The City of Burbank and the Burbank City Employee's Association (BCEA) agree to the following provisions relating to employment examinations and employment lists. This Agreement shall apply to all recruitment commenced from December 1, 1993.

I: EXAMINATIONS

1. **Examinations Impartial -** All examinations shall be competitive, impartial, and suitable, as determined by the Management Services Director, for testing fairly the relative merit and fitness of the person examined to perform the duties of the positions to which they seek appointment.

2. **Ordering of Examinations -** The Management Services Director shall schedule examinations whenever necessary. The Department Managers shall anticipate future personnel needs of their departments as far as possible.

3. **Public Announcement -** Notice announcing an examination, setting forth the title of the position, the period for submitting applications, and other descriptive material as deemed necessary by the Management Services Director, shall be posted on the official bulletin board in the Management Services Department in the City Hall, and other conspicuous places. Public notice shall be given at least five (5) working days prior to final filing date.

4. **Competitive Examinations**
   A. All examinations shall be competitive and examinations shall be deemed to be competitive when applicants are tested as to their relative qualifications and abilities, or when a single applicant is scored against a fixed standard.

   B. All competitive examinations shall consist of one or more parts carrying a specific or numerical percentage weight as announced at the time of the examination. Such weights are designed to qualify an applicant in terms of the relative fitness to perform the duties of the position for which the examination was ordered. Any part of an examination may be deemed as qualifying.

   C. Any recruitment posted as Open Competitive shall also be posted as Interdepartmental and Departmental Promotional. Any recruitment posted as interdepartmental shall also be posted as Departmental Promotional. Current employees competing in Interdepartmental Promotional or Departmental Promotional recruitment, meeting the minimum qualifications as posted in the bulletin, shall be admitted to the next level of the competitive process beyond application screening.

5. **Promotional Examinations**
   A. Promotional examination means an examination given for the purpose of

establishing priority among applicants who have status as permanent employees and for exempt Utility Workers, Clerical Workers, Recreational Leaders, and Pipefitter Apprentices who have completed at least one full year of service. Police Cadets may participate in any Police Departmental examination for any BCEA classification after three months of service as long as they have successfully completed the Police Department required background process.

B. Any promotion to a vacant position shall be based on competitive examinations, an evaluation of records of efficiency, merit, character, seniority in service, or such other measures of merit and fitness as may be necessary.

C. The method of examination, the rules governing the same, and the method of certifying shall be the same as provided for applicants for original appointment. The Management Services Director shall provide the Civil Service Board with a report each month of the promotional competitions which have been scheduled for fewer than four (4) eligible employees and the reasons therefore.

6. **Method of Examining -** Examinations may consist of one or more of the following parts, to which weights shall be assigned according to their relative value in ascertaining the fitness of candidates:

A. Written Tests;

B. Oral test of knowledge or ability;

C. Performance tests, including physical tests of strength, training, or experience;

D. Interviews covering general qualifications, education, training, or experience;

E. Evaluation of education, training, experience, or other qualifications as shown by the application, or by other information submitted, including questionnaires submitted to references; and any other measure of fitness as deemed appropriate.

7. **Continuous Examinations**

A. For classes of positions for which the Management Services Director finds it difficult to maintain adequate eligible lists, he may receive applications, conduct examinations, and create eligible lists continuously. (The Management Services Director shall prepare a list of these titles and send it to the Civil Service Board.)

The names of eligible candidates who took the same or a comparable examination on different dates may be ranked for purposes of certification in the order of final earned ratings, except as such order may be modified by the applications of veterans' preferences. Eligibility from a continuous

examination may be deemed to be established as of the date of the examination.

B. No unsuccessful applicant taking a continuous type of examination may reapply for the same position within (90) days, unless the position is removed from open continuous examination.

8. **Postponement or Cancellation of Examinations -** Any examination or any part thereof may be postponed or canceled at any time. Notice of such postponement or cancellation shall be posted on the official bulletin board in the Management Services Department in the City Hall, and mailed or telephoned to the applicants. In an emergency, when time does not permit such notice, and examination may be postponed or canceled, or the place of examination changed, by posting a notice on the official bulletin board in the City Hall, in the Personnel location at the place where the examination was to be held originally.

9. **Preparation -** The Management Services Director shall prepare, or have prepared under his direction, all examinations. He may call upon other persons to draw up, conduct, or grade examinations.

II: SCORING & REPORTING OF EXAMINATIONS

1. **Subjects, Weights, and General Averages -** An examination shall consist of one or more parts. Each part is to be weighted to represent its relative value in the whole examination. The method of obtaining the average percentage of the examination is as follows: Multiply the rating obtained in each part by the relative weight of that part, add the products, and divide the sums of the products by the relative weights. The results thus obtained will be the average percentage for the examination. The final average scores will be calculated and rounded up or down to the nearest whole score. The scores will be rounded down if below .5 and rounded up if .5 or above. Normally the general average passing score shall be seventy percent (70%) in any part of an examination.

   Any portion of an examination may be deemed as qualifying. When an examination consists of two or more parts, the Management Services Director shall determine whether all applicants who have received grades below seventy percent (70%) on one part will or will not be allowed to proceed to the next part of the examination. This decision is to be based on a consideration of the difficulty of the examination, the quality of the competition, and the needs of the service. Such determination is to be made before the identification of the competitor's examination papers.

   In attempts to improve the competitive process for selection, where an open and promotional examination is given, the Management Services Director may require a higher general average score for those in the promotional category. This minimum shall in no case exceed seventy-seven percent (77%).
   In written tests, the seventy percent (70%) used to represent the minimum score need not be the arithmetic seventy percent (70%) of the total possible score. It can be an adjusted score based on consideration of the difficulty of the test, the quality of the competition, and the needs of the service.

However, if an applicant fails in a part of the examination with a weight sufficiently great to make it impossible for him to attain a general average of seventy percent (70%) or more, he shall be excluded from further examination and shall be considered as having failed in the entire examination.

2. **Veteran's Preference**

A. When and if a veteran earns a passing grade in an Open Competitive examination, an additional one and one-half percent (1½%) of such grade scored shall be added to his grade for each six (6) months of active service, up to a maximum of six percent (6%).

B. A veteran entitled to a disability pension who has been honorably discharged because of wounds or other service incurred disabilities shall be entitled the full six percent (6%) regardless of length of service. Wives of veterans who were wounded, crippled, or otherwise physically or mentally incapacitated to an extent preventing them from engaging in any remunerative occupation, and widows of veterans who died while in such service, shall be accorded the same preference credit as provided for veterans.

C. The veteran should submit with his application his original discharge (or certificate of active service) or a photostatic copy or certified thereof, or, if this is not possible, an official record of his military or naval service based upon records of the Department of Defense. Such document must show the period of active service.

3. **Promotability -** When and if an employee earns a passing grade in a Promotional examination, there shall be added to his grade a credit for promotability determined by a special rating sheet filed by the Department Manager immediately prior to the competition, in accordance with the following point schedule:

Not recommended for promotion	0
Promotable	1
	2
Above Standard	3
	4
Outstanding	5

A copy of the rating sheet will be made available to employees by the Recruitment section at employees' request.

4. **Seniority -** When and if an applicant earns a passing grade in a Promotional examination there shall be added to his grade a seniority credit. Credit for seniority shall be determined from the record of the employee's service. For the completion of six (6) months of service, there shall be given a credit of one fourth (¼) point, and a like amount shall be added for each additional six (6) months of service thereafter, provided, however, that the total credit for the seniority shall not exceed five (5) points.

5. **Inspection of Examination**

   A. Any applicant in an examination may inspect a copy of the question booklet and the correct answers in the Management Services Department during the five (5) working days immediately following a written test. Standardized tests shall not be subject to review, and continuous tests, if not standardized, shall be open to review only after the end of the testing period.

   B. Examination papers of applicants are not subject to inspection by the public nor by other applicants, and the references and oral rating sheets shall be deemed confidential and shall not be open to inspection by the applicant nor by the public.

6. **Preservation of Examination Papers -** Application forms and examination papers for each examination shall be preserved for a period of not less than forty days after the date of the establishment of the resulting employment list. The examination papers written by an applicant certified for an appointment shall be open to the inspection of the appointing officer during this period.

   After the requirements of this section have been fulfilled, all papers relating to an examination must be destroyed, except as provided elsewhere in these rules.

7. **Retaking of Examinations -** Any person who has been disqualified in any part of an examination may take the next scheduled examination for the same classification under either of the following conditions:

   A. When at least three (3) months have elapsed since the date of the part of the previous examination in which the applicant was disqualified.

   B. When less than three (3) months have elapsed since the date of the part of the previous examination in which the applicant was disqualified, but that part has since then been substantially revised or charged.

8. **Reuse of Test Scores -** Test scores of applicants are considered in effect for a period of three (3) months. If an applicant takes a test for an examination for one (1) classification and then is accepted within three (3) months for another examination in which the same test is to be used, either as part or all of the current examination, his previous raw score on that test will be used in computing his converted score on that portion of the current examination.

9. **Results of Examination and Establishment of Employment List**

   A. No examination shall be deemed to have been completed until the markings and results thereof have been determined and an employment list has been established there from.

   B. The employment list may be promulgated by the City Manager and shall set forth in writing the names of the successful applicants in the numerical order in which they have been rated, giving their ratings and other data deemed to be pertinent for the purpose.

C. After reviewing the results of the examination and before establishing a list, the City Manager may reject the examination and notify the Civil Service Board at their next meeting, giving the reasons there for. If the examination is rejected, no employment list shall be established there from.

D. No person taking an examination shall acquire any rights by reason of the outcome thereof until an employment list has been established there from. Such employment list, however, may be revised or canceled as the result of any appeal involving the examination or the employment list. See Rule III, 4 below.

III: CIVIL SERVICE RULES

1. **Examination Appeals** - Any applicant who has competed in an examination may appeal any part of the examination according to the following provisions:

A. **Written Part**: Appeals on a written test may be made only on the basis of the following:

(1) Clerical or machine error
(2) Ambiguity
(3) Factual error

B. **Other Parts:** Appeals on other parts of an examination, including but not limited to performance, physical, or oral examinations or application review or rating from records, may be made only on the basis of any of the following:

(1) Mechanical errors in rating or scoring
(2) Fraud
(3) Prejudice
(4) Unfair or unreasonable conduct of examination

C. All appeals on any part of an examination must be submitted within five (5) working days of the test date and prior to the issuance of the scores. All appeals must state specific reasons and supporting evidence for the appeal. The Management Services Director may deny consideration to appeals that do not meet the requirements described above.

D. Appeals on the written test meeting the requirements described above may be referred for consideration to an Appeal Review Board consisting of at least two members. The Board shall be appointed by the Management Services Director. Evidence submitted in appeals may be summarized before presentation to the Appeal Review Board. The results of decisions made by the Appeal Review Board will either be posted in a conspicuous place or will be sent to appellants by mail.

E. Appeals on parts of the examination other than the written test will

be referred to the Management Services Director for consideration and decision. The results of these decisions will be sent to appellants by mail.

F. Appellants who are not satisfied with the decisions made by the Appeal Review Board or the Management Services Director may notify the Management Services Director in writing within five days of the date on the Notice of Results of Appeal (exclusive of Saturdays, Sundays, and holidays). The Management Services Director will then make arrangements for the appellant to present his appeal in person to the Civil Service Board. The Board, after hearing the appellant, will make their recommendations to the City Manager and his decision shall be final. Results of such will be mailed to the applicant.

IV: EMPLOYMENT LISTS

1. **Employment List Created -** The Management Services Director shall, when necessary, prepare in accordance with this Agreement and the Civil Service Rules, employment lists for classifications.

2. **Order of Names on Employment Lists -** The names of applicants who received a passing score shall be placed on an employment list within whole score ranks and in alphabetical order within the ranks. Candidates will be listed on the employment list in descending order of the whole score ranks, from highest to lowest.

3. **Disclosure of Names of Eligible Candidates -** The employment list, including the names and final scores of all those who passed the examination shall be open to public inspection.

4. **Termination of Employment Lists -** An employment list may be terminated by the City Manager whenever fewer than three (3) names remain on the list or when a certification of at least three (3) names is impossible because the eligible candidates on the list have either refused appointment or failed to reply to a written inquiry regarding availability.

5. **Duration of Employment Lists -** An employment list shall be in effect for one (1) year from the date of the establishment, except for Promotional lists for safety members (Fire and Police) which shall be in effect for two (2) years from the date of establishment. The Civil Service Board, at its discretion, may designate a shorter period of time for the duration of an employment list.

   An employment list may be extended by the City Manager for an additional year. A person eligible for certification may retain such rights beyond the life of the employment list as provided in III, 9 and 10 below.

6. **Automatic Cancellation of Employment List -** An employment list which has been in effect for six (6) months shall be canceled upon promulgation of a new employment list for the same position or group of positions, unless otherwise ordered by the Board.

7. **Employment List, Several Departments -** If an employment list is used for several departments, a refusal to accept a position in one department shall not preclude certification to a similar position in another department.

8. **Effect of Appointment from Employment List -** Whenever a person accepts a permanent appointment for a full-time position, his name shall be removed from the employment list for such a position. If he is appointed to a permanent part-time position, his name shall remain on such list. If he is appointed to a lower level position from an employment list pertaining to a higher position, his name shall remain on such list. (Any person declining to accept a full-time appointment on account of salary shall be removed from the list.)

9. **Restoration of Probationers to Employment List -** Upon the expiration of a military vacancy, any person having been appointed to fill such vacancy from an employment list shall have his name restored to the current and succeeding lists like the one on which his name previously appeared and in the place corresponding to his general average in the examination, to remain for the balance of the time that his name would have appeared on the original list until it expired, except where he has voluntarily resigned from the City service or been dismissed there from for cause.

10. **Veterans -** Upon written request, any person entitled to a veteran's preference with respect to any position and (1) not physically incapacitated to hold such position, or (2) who was prevented from accepting a prior appointment by such military service, may have his name restored to the same employment list on which his name previously appeared, or on the current list, in the same corresponding to his general average plus his veteran's preference.

V. CERTIFICATION FROM EMPLOYMENT LISTS & APPOINTMENT

1. **Requisition for Appointment -** Upon receipt of a signed and authorized requisition to fill one vacancy, the Personnel Division will certify the names of all eligible candidates whose scores, at the time of certification, represent the three (3) highest whole percentage score ranks on the employment list. If more than one vacancy exists, the Personnel Division will provide two (2) ranks more than the number of vacancies. All eligible candidates certified to the department will be considered equally qualified and the appointing authority may appoint any eligible candidate from the certified list of names. The department shall be required to interview all eligible candidates. Whenever an employment list from which certification is to be made contains fewer than three (3) ranks, the appointing authority may make an appointment from such list or may make a temporary appointment until at least three (3) ranks of eligible candidates are certified.

2. **Canvas of Employment List -** Whenever the Management Services Director is notified that proficiency in a special subject is needed in the position to be filled, he or she may ascertain the names of all those on the list who possess such qualifications and shall certify them, with the approval of the City Manager, in

order of standing, or shall, in his discretion, conduct a new examination.

3. **Appointments -** The appointing power may, with the approval of the City Manager and in accordance with the provisions of the Municipal Code and Civil Service Rules as to certification and appointment, fill a vacancy by making an appointment from an employment list established for a comparable or higher level position, provided:
   A. The duties or qualifications of the comparable or higher level classification include those of the position being filled; and

   B. No employment list exists for the position being filled; and

   C. There are not sufficient persons eligible for and wanting promotion to give a promotional examination for the position being filled.

4. **Priority of Lists -** When Open, Interdepartmental, or Departmental Competitive lists exists in some combination, the top three (3) ranks of each list shall be provided to the department from the Personnel Division. The department shall interview all candidates submitted from the Personnel Division. The department may select a candidate from any of the certified lists.

5. **Withholding Names & Certification or Removal from the Employment List** The name of an eligible may be withheld from certification or removed from the employment list for any of the reasons set forth in Civil Service Rule II, 4 or for any of the following:
   A. He expresses unwillingness or inability to accept appointment;

   B. He fails to respond within five (5) working days next succeeding the mailing of written inquiry regarding availability for permanent employment or request to appear for interview regarding such employment;

   C. He fails to present himself for duty at the time agreed upon after having accepted the appointment;

   D. He fails to present his license, registration, certificate, or any other credential required of the position.

6. **Temporary Appointments -** The acceptance or declination of an appointment for less than six (6) months shall not affect the certification of an eligible's name for permanent appointment. The name of an eligible that accepts a temporary appointment shall remain on the employment list.

7. **Objections and Substitutions -** If a person has been certified three times from an Open Competitive List or five (5) times from a Departmental or Interdepartmental List without receiving an appointment, his name shall be removed from the employment list, unless the City Manager approves the retention. The Department Manager may object to any person certified on any of the grounds herein above set forth or under Rule II, 4 as disqualifications for applicants. If such person's name shall be struck from the employment lists, the

Management Services Director shall certify the next name on the employment list.

8. **Appointment to a Seasonal Position -** Appointees to seasonal positions shall be by temporary appointment only.

EXHIBIT F

PUBLIC WORKS DEPARTMENT
BUILDING MAINTENANCE DIVISION
EMERGENCY CALL-OUT PROCEDURE

An emergency call-out crew for the Building Maintenance Division of the Public Works Department has been established to provide a guarantee that, in the event there is a problem, there will be qualified personnel available.

During the first week of January each year, all Construction & Maintenance Leadworkers, Construction & Maintenance Workers, Carpenter Leadworkers, and Carpenters in the Building Maintenance Division will be asked if they are interested in participating in the program. All employees who elect to participate (hereinafter referred to as “participants”) in January, will be required to remain in the program for a one year period.

Assignment to the call-out crew will be rotated each payroll period among all participants. Participants will receive compensation as set forth under Article II, Section H.26.

Work hours for the Building Maintenance Division are Monday through Friday from 7:00 a.m. to 3:30 p.m. Participants are required to be available for emergency calls and pages during all after-hour periods including, but not limited to, evenings, weekends, and holidays. Participants, who are scheduled to be on call, shall make themselves available to respond to emergency calls from the Police Department Dispatch Center, Public Service Guard, Verdugo Dispatch, and the Fire Department.

The participant who is paged will return the emergency page within fifteen (15) minutes of receiving the page and, if required, shall respond to the site of the emergency within forty-five (45) minutes of the page.

When a page is received and answered, each participant shall contact the Building Maintenance Supervisor for approval to respond to the emergency. If unable to contact the Building Maintenance Supervisor, the participant shall use their judgment to determine whether or not the situation warrants an emergency response. If the participant is uncertain, they shall contact the Fleet & Building Manager or the Assistant Public Works Director - Engineering/Field Services to determine if the situation warrants an emergency call-out. For this purpose, an emergency is defined as a situation which could cause hardship to the public or employees, damage to property, or injury to persons.

EXHIBIT G

PARKS & RECREATION DEPARTMENT
FORESTRY DIVISION
EMERGENCY CALL-OUT PROCEDURE

An emergency call-out crew for the Forestry Division of the Parks & Recreation Department has been established to provide a guarantee that, in the event there is a problem, there will be qualified personnel available.

During the first week of January each year, all Forestry Leadworkers and Senior Tree Trimmers in the Forestry Division will be asked if they are interested in participating in the program. All employees who elect to participate (hereinafter referred to as "participants") in January, will be required to remain in the program for a one year period.

Assignment to the call-out crew will be rotated every seven days among all participants. Participants will receive compensation as set forth under Article II, Section H.28.

Work hours for the Forestry Division are Monday through Friday from 6:30 a.m. to 4:00 p.m. Participants are required to be available for emergency calls and pages during all after-hour periods including, but not limited to, evenings, weekends, and holidays. Participants, who are scheduled to be on call, shall make themselves available to respond to emergency calls from the Police Department Dispatch Center, Public Service Guard, Verdugo Dispatch, and the Fire Department.

The participant who is paged, will return the emergency page within fifteen (15) minutes of receiving the page and, if required, shall respond to the site of the emergency within forty-five (45) minutes of the page.

When a page is received and answered, each participant shall contact the Forestry Services Manager for approval to respond to the emergency. If unable to contact the Forestry Services Manager, the participant shall use their judgment to determine whether or not the situation warrants an emergency response. If the participant is uncertain, they shall contact the Deputy Director of Parks and Recreation/Park Services to determine if the situation warrants an emergency call-out. For this purpose, an emergency is defined as a situation which could cause hardship to the public or employees, damage to property, or injury to persons, or impairment to public right-of-way access.

Once the participant receives approval or determines an emergency response is warranted, the participant will respond to the site of the emergency and try to resolve the immediate problem without causing further damage. This does not mean that the participant should attempt to make any repairs of systems or equipment or perform any work that is not normally within his or her scope of duties. If the participant is able to resolve the immediate problem (i.e. shut off the water) but it is believed that related devices, equipment, or associated systems will be affected by these actions or is unable

to resolve the immediate problem, the participant shall call out the appropriate personnel from the appropriate department to handle those devices. If the participant is able to effectively resolve the immediate problem and no additional assistance is needed, the participant shall notify the appropriate department or individual at the beginning of the next workday.

Note: Calling an employee at home for verbal assistance or job information and instruction is not appropriate. The employee is not required to discuss work-related issues during off hours. If the employee's knowledge is necessary to address an emergency response, then the employee is to be called in for a four hour minimum and shall be subject to the overtime rules in Article VIII, Section F of the Memorandum of Understanding.

EXHIBIT H

CITY OF BURBANK
U.S. DEPARTMENT OF TRANSPORTATION

ALCOHOL AND DRUG ABUSE POLICY
STATEMENT OF PURPOSE AND POLICY

Drivers of commercial vehicles are an extremely valuable resource for the City of Burbank. Their health and safety is a serious City concern. Drug or alcohol use may pose a serious threat to drivers and to the public's health and safety. It is, therefore, the policy of the City to prevent substance use or abuse from having an adverse effect in our drivers. The City maintains that the work environment is safer and more productive without the presence of alcohol, illegal, or inappropriate drugs in the body or on City property. Furthermore, all employees have a right to work in alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol and use illicit drugs are a danger to themselves, their co-workers, and the City's assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Highway Administration ("FHWA") has issued regulations that require the City to implement a controlled substance testing program for employees required to operate commercial vehicles. The City will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that remaining drug free and medically qualified to drive are conditions of continued employment with the City.

Specifically, it is the policy of the City that the use, sale, purchase, transfers, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on City premises, engaged in City business, while operating City equipment, or while under the authority of the City is strictly prohibited. The FHWA states the mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the Commercial Driver's License ("C.L.") licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalysis), conduct breath testing, and/or test all driver applicants for alcohol and drug use, and those suspected of violating this policy who are involved in a U.S. Department of Transportation ("DOT") reportable accident or who are periodically and/or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but also to ensure fairness to each driver. Every effort will be made to maintain the dignity of drivers or driver applicants involved. Appropriate disciplinary action will, however, be taken as necessary. Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. This policy is effective immediately and will supersede any prior conflicting policies and statements relating to alcohol or drug as those pertain to operators of commercial motor vehicles. This policy will be administered in cooperation with the terms of the alcohol/drug testing procedures set

forth in the Administrative Procedures or in any applicable Memorandum of Understanding.

ADMINISTRATION GUIDE TO THE CITY OF BURBANK ALCOHOL & DRUG TESTING PROCEDURES

I. PURPOSE

The purpose of this Administrative Guide is to set forth the procedure for the implementation of controlled substance and alcohol use and testing of commercial driver applicants and current commercial drivers pursuant to the City of Burbank Alcohol and Drug Abuse Policy. These procedures are intended as a guide only and are in no way intended to alter any existing relationship between the City and any driver, except as mandated by enforcement of the Department of Transportation /Omnibus Transportation Employee Testing Act of 1991 ("The Act").

The City's Alcohol and Drug Program Administrator designated to monitor, facilitate, and answer questions pertaining to these procedures shall be the Management Services Department, safety Office at Extension 5050.

II. DEFINITIONS

When interpreting or implementing these procedures, or the procedures required by the Federal Highway Administration ("FWHA") controlled substance testing regulations, the following definitions apply.

"**Alcohol"** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (EBT) under this part.

"Collection site" means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation on shipment of the samples to a laboratory.

"Commercial Driver's License (CDL)" refers to Class A or Class B Licenses.

"Commercial motor vehicle" means a motor vehicle or combination of motor vehicles which requires a CDL to operate and is used in commerce to transport persons or property if the motor vehicle:

1. Has a gross combination rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or

2. Has a gross vehicle weight rating of 26,001 or more pound; or

3. Is designed to transport 16 or more passengers, including the driver; or

4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR par 172, subpart F).

"Controlled substance" has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedule I through V as they may be revised from time to time (21 CFR 1308).

"Driver" means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner operated contractors, who are either directly employed by or under lease to an employer or who operates a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term "driver' includes a person applying to drive a commercial motor vehicle.

"Drug" means any substance (other than alcohol) that is a controlled substance as defined in this section and 49 CFR Part 40.

"FHWA" means the Federal Highway Administration, U.S. Department of Transportation.

"Owner-operator" means a driver who has been contracted for services with the City. For the purposes of this procedure and the City's Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the City's Alcohol and Drug Abuse Policy like all City employee drivers.

"Medical Review Officer (MRO)" means a licensed M.D. or D.O. with knowledge of drug abuse disorders, employed or used by the City to review drug results in accordance with this procedure.

"On duty time" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility to perform work. "On duty time" shall include:

1. All time at a facility, or other property, or on any public property, waiting to be dispatched unless the driver has been relieved from duty by the City;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;

3. All driving time;

4. All time, other than driving time, in or upon any commercial motor vehicle

except time spent resting in a sleeper berth;

5. All time loading and unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;

6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

"Performing a safety sensitive function" means a driver is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform a safety sensitive functions.

"Premises" means buildings, property, work and rest areas, vehicles, parking lots and any place the employee happens to be during the course an scope of City employment during regular working hours, breaks or any pay status.

"Prescription drugs" means any drug or medication prescribed by a licensed physician for a medical condition.

"Random selection process" means that alcohol and drug tests are unannounced; that every driver is subject to testing; and that tests are conducted annually equaling or exceed twenty five percent (25%) for alcohol tests and fifty percent (50%) for drug testing of the total number of drivers subject to said testing.

"Reasonable cause" means that the supervisor believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of alcohol or of a controlled substance.

"Safety sensitive function" means any of those on-duty functions set forth in CFR 49 Section 395.2.

"Substance Abuse Professional (SAP)" means a licensed physician, license or certified psychologist, social worker, employee assistance professional, or an alcohol and drug counselor certified by the National Association of Alcohol and Drug Abuse Counselors (NAADAC) Certification Commission. SAP's must have specific knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

III. SUBSTANCES PROHIBITED/PRESCRIPTION MEDICATIONS

1. "Alcohol use" means the consumption of any beverage, mixture or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed by Section IV of this policy.

2. Controlled Substances: In accordance with FHWA rules, urinalysis will be

conducted to detect the following substances:

Marijuana
Cocaine
Opiates
Amphetamines
Phencyclidine (PCP)

Detection levels requiring a determination of a positive result shall be in accordance with the guidelines adopted by the FHWA and in accordance with the recommendations established by the City of Burbank Alcohol and Drug Abuse Policy.

3. Prescription Medications: Commercial vehicle drivers taking legally prescribed medication issued by a licensed health care professional familiar with the driver's work related responsibilities must report such to their immediate supervisor or dispatcher, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

   In the sole discretion of the Alcohol and Drug Program Administrator, a driver may be temporarily removed, with pay, from a safety sensitive position if deemed appropriate.

IV. PROHIBITIONS

1. Alcohol Prohibitions

   The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety sensitive function, including:

   A. Use while performing safety-sensitive functions.

   B. Use during the four (4) hours before performing safety sensitive functions.

   C. Reporting for duty or remaining on duty to perform safety sensitive functions with an alcohol concentration of 0.04 or greater.

   D. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over the counter), unless the packaging seal is unbroken.

   E. Use during eight (8) hours following an accident or until he/she undergoes a post-accident tests.

   F. Refusal to take required test.

   Note: A driver tested and found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety sensitive functions for at least twenty four (24) hours.

However, documentation of this test constitutes written warning that City policy has been violated and the next occurrence could result in disciplinary action up to and including termination.

2. Drug Prohibitions

The regulations prohibit any drug use that could affect performance of safety sensitive functions, including:

A. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the commercial motor vehicle:

B. Testing positive for drugs; and

C. Refusing to take a required test.

All drivers will inform the Alcohol and Drug Program Administrator of any therapeutic drug use prior to performing a safety sensitive function.

V. DRIVER APPLICANT AND CURRENT DRIVER TESTING

1. Pre-employment testing:

All commercial driver applicants will be required to submit to and pass a urine drug test as a condition of employment. Job applicants who are denied employment because of a positive test may reapply for employment after six months.

Offers of employment are made contingent upon passing the City's medical review, including the drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment or incurring any costs associated with accepting employment with the City until after medical clearance has been received. **Under no circumstances may a driver perform safety sensitive functions until a confirmed negative test is received.**

Driver applicant drug testing shall follow the collection, chain-of-custody and reporting procedures as set forth in CFR 49 part 40.

2. Employees: Under all circumstances, when a commercial vehicle operator is directed to provide either a breath test or urine sample in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, the driver will be immediately removed from the safety sensitive function, and will be subject to further discipline or termination as appropriate.

3. The Alcohol and Drug Program Administrator will be responsible for designating the appropriate Substance Abuse Professional (SAP) who, in conjunction with the City's designated MRO, will diagnose the potential drug or substance abuse problem and recommend treatment.

A. The driver's successful completion of the approved treatment

program is a condition of continued employment as driver.

B. Following successful completion of any approved treatment program, the driver will be required to submit to at least six random tests during the first year and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition is grounds for immediate termination.

C. All supervisors will receive training to assist them in identifying alcohol and drug use behavioral characteristics.

4. Reasonable Suspicion Testing:

A. If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related or is otherwise demonstrating conduct that may be in violation of this Policy where immediate management action is necessary, a supervisor with the concurrence of the Alcohol and Drug Program Administrator, will require that driver to submit to a breath test or urinalysis.

B. Supervisors must take action if they have reason to believe one or more of the above-listed conditions is indicated and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor observing such conditions will take the following actions immediately:

1) Confront the employee involved immediately and keep under observation until the situation is resolved.

2) Secure the Alcohol and Drug Administrator's concurrence to observe the employee's behavior. Job performance and City policy violations must be specific.

3) If the supervisor believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately required to submit to a breath test or urinalysis. If the driver refuses to submit to testing for any reason, the driver will be informed that continued refusal will result in immediate removal from performing any safety sensitive functions and may result in discipline up to and including termination.

4) As a condition of employment, urine and breath may be subjected to testing. Failure to comply may subject the employee to subsequent discipline and/or suspension from driving duties. The drug testing/breath alcohol testing facility will receipt for all confiscated evidence.

5) If prior to confrontation by the supervisor, the driver admits to use but requests assistance, the Alcohol and Drug Program

Administrator will arrange for assessment by the Substance Abuse Professional (SAP). Reassignment to the employee's safety sensitive function, if offered, is conditional to completing the SAP's guidelines and is conditioned upon return to work testing.

C. The supervisor shall immediately but no later than within 24 hours - document the particular facts related to the behavior or performance problems, and present such documentation to the Alcohol and Drug Program Administrator.

D. The supervisor or the Alcohol and Drug Program Administrator will remove or cause the removal of the driver from the City-owned vehicle and ensure that the driver is transported to an appropriate collection site. Under no circumstances will the driver/employee be allowed to continue to drive a City vehicle until a confirmed negative test result is received.

E. If during the course of employment the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:

1) The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;

2) The diagnosis and prescribed treatment of the driver's condition will be determined by the Medical Review Officer and Substance Abuse Professional designated by the Alcohol and Drug Program Administrator in conjunction with the City of Burbank Management Services Director; and

3) The driver must be placed on Medical Leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.

5. Post-Accident Testing:

Currently, federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident (where driver performance could have contributed to the accident as determined by a citation for a moving traffic violation). The driver shall remain readily available for such testing or may be deemed by the Alcohol and Drug Program Administrator to have refused to submit to testing. No alcohol may be consumed for eight (8) hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at that time of the accident, he/she shall provide the necessary authorization for obtaining hospital

reports and other documents that would indicate whether there were any controlled substances in his/her system. Adherence by drivers to post-accident specimen collection requirements to a condition of continued employment (the failure of owner-operator or contract employee to comply with DOT post-accident and specimen collection rules will be considered a breach of his/her contract with the City, and the contract is invalid until appropriate substance abuse professional counseling has been completed.

6. Random Testing:
The City will conduct random testing for all covered drivers as follows:
   A. A citywide selection process, which removes discretion in selection from any supervisor personnel, will be adopted by the City. This process will select covered drivers through the use of a computerized program.

   B. The random testing, once begun, will provide for breath alcohol testing of at least twenty-five percent (25%) and for urine drug testing of at least fifty percent (50%) of all covered drivers.

   C. The random testing will be reasonably spaced over any twelve (12) month period.

7. Return-To-Duty Testing:
Before a driver returns to duty requiring the performance of a safety sensitive function after engaging in conduct prohibited by this policy, the driver shall undergo one of the following return to duty tests:
   A. If the original violation was alcohol related: a return to duty alcohol test with a result of less than a 0.02 BAC (Blood Alcohol Content); or
   B. If the original violation was substance abuse related: a return to duty test with a negative urinalysis test for controlled substance.

VI. COLLECTION OF SPECIMENS AND LABORATORY ANALYSIS

1. Breath Alcohol Testing: Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to CFR 49 Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide any or adequate breath will be considered a positive test, and the driver will be removed from a safety sensitive function until the issue is resolved.

2. Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow

federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.

3. Laboratory Analysis: As required by FHWA regulations, only a laboratory certified by the Department of Health and Human Services (DHHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the City. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance, and scientific analytical methodologies.

VII. CONSEQUENCES AND RETESTING PROCEDURES

1. Alcohol and drug abuse not only threatens the safety and productivity of all employees, but also causes serious individual health consequences to those who use them. Any confirmed actions prohibited by Part IV above, while performing a safety sensitive function, or refusing to take a breath or urine test, may be grounds for discipline as outlined in the following Disciplinary Policy:

DISCIPLINARY POLICY

The following guidelines may be followed for violations of the City of Burbank DOT Alcohol and Drug Abuse Policy. As stated above, these guidelines shall apply only to those commercial drivers licensed employees covered by the DOT regulations and other applicable laws.

FIRST POSITIVE TEST: Ten (10) day suspension. If the employee does not test clean at the conclusion of the ten (10) day suspension, the employee will be on leave without pay until he/she tests "clean" pursuant to DOT regulations. The employee will be subject to mandatory counseling and may be tested for drugs and alcohol at any time.

SECOND POSITIVE TEST: Thirty (30) day suspension. If the employee does not test clean at the conclusion of the thirty (30) day suspension, the employee will be on leave without pay until he/she tests "clean" pursuant to DOT regulations. The employee will be subject to mandatory counseling and may be tested for drugs and alcohol at any time. Employees will be offered a last chance agreement that provides for termination if the employee subsequently tests positive for drugs or alcohol. Employees who refuse to sign the agreement will be terminated.

THIRD POSITIVE TEST: Termination

2. A driver-applicant testing positive for alcohol or drug use is subject to disqualification. Refusal to submit to testing will also be considered a positive test.

3. Refusal may be defined as not providing an adequate breath or urine sample as directed, neglecting to sign appropriate control forms, using alcohol within eight (8) hours of an accident, or engaging in conduct that clearly obstructs the testing process.

4. Any employee testing positive for the presence of a controlled substance will be contacted by the City's MRO. The employee will be allowed to present medical documentation and explain any permissible use of a drug. All such discussion between the employee and the MRO will be confidential, to be shared only with the Alcohol and Drug Program Administrator or the Management Services Director. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the City as a negative.

5. Within seventy two (72) hours after the employee has been notified of a positive test result for drugs, he/she may request a retest of the split sample. A written, signed request will be provided to the MRO, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the City's Alcohol and Drug Program Administrator will be notified. A retest may be initiated as appropriate.

VIII. CONFIDENTIALITY

1. Under no circumstance, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written authorization from the applicable employee.

2. Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.

3. Collection of breath and urine samples must always be documented and sealed with a tamper proof sealing system in the presence of the driver, to ensure that all tests be correctly traced to the driver.

4. Drug test analysis from the DHHS approved laboratory will be forwarded directly to the MRO assigned by the Alcohol and Drug Program Administrator.

5. Alcohol and drug test results will be forwarded by the MRO to the Alcohol and Drug Program Administrator for confidential record keeping.

OBSERVED BEHAVIOR - REASONABLE SUSPICION RECORD

This form applies only to employees with Commercial drivers Licenses who are covered under DOT regulations. Attach other sheets as necessary:

Employee: Name:_____ Title: _____
Dept:_____

Observation:
Date: _____ Time: (from) _____am/pm (to):_____am/pm

Location: (Be specific)

_____
Street City

CAUSE FOR SUSPICION:

1. Presence of Drugs and/or Drug paraphernalia (specify):

2. Appearance:
   - ☐ Normal
   - ☐ Flushed
   - ☐ Puncture marks
   - ☐ Disheveled
   - ☐ Bloodshot eyes
   - ☐ Inappropriate
   - ☐ Tremors
   - ☐ Profuse sweating
   - ☐ Dilated/constricted pupils
   - ☐ Runny nose/eyes
   - ☐ Dry-mouth symptoms
   - ☐ Inappropriate wearing of sunglasses

   Other (specify)

3. Behavior/Speech:
   - ☐ Normal
   - ☐ Incoherent
   - ☐ Slurred
   - ☐ Silent
   - ☐ Confused
   - ☐ Slowed
   - ☐ Whispering

   Other (specify)

4. Awareness:
   - ☐ Normal
   - ☐ Confused
   - ☐ Mood Swings
   - ☐ Euphoria
   - ☐ Lethargic
   - ☐ In-coordination
   - ☐ Paranoid
   - ☐ Disoriented

   Other (specify)

5. Motor Skills/Balance:
   - ☐ Normal
   - ☐ Swaying
   - ☐ Falling
   - ☐ Staggering

   Other: (specify)

6. Walking and Turning:
   - ☐ Normal
   - ☐ Swaying
   - ☐ Stumbling
   - ☐ Falling

   Other (specify)

7. Cause for Suspicion:
   - ☐ Unusual or distinct pattern of absenteeism and/or tardiness
   - ☐ Frequent complaints of illness negatively affecting work performance
   - ☐ Increased high/low periods of productivity
   - ☐ Frequent lapses in concentration and/or judgment
   - ☐ Repeated difficulty in recalling instructions
   - ☐ Frequent accidents, mistakes
   - ☐ Frequently misses deadlines or takes more time than necessary to complete job

- ☐ Takes needless risks
- ☐ Disregard for safety of others
- ☐ Frequent complaints from co-workers
- ☐ Frequently borrowing money from co-workers
- ☐ Constantly complaining
- ☐ Bringing domestic or personal problems to work

8. Incidents Observed:

Date: _____ Time: _____am/pm Location:

Comments:

Name: _____ Signature: _____ Date: _____
Print Name

Supervisor's Comments:

Name: _____ Signature: _____ Date: _____
Print Name

Employee's Response:

Name: _____Signature: _____ Date: _____
Print Name

CITY OF BURBANK

U.S. DEPARTMENT OF TRANSPORTATION

ALCOHOL & DRUG TESTING PROCEDURES

ACKNOWLEDGMENT OF RECEIPT

Name of Employee: _____I hereby acknowledge that I have received the City of Burbank Alcohol and Drug Abuse Policy for Employees with Commercial Driver's Licenses, and I fully understand that I will be expected to comply with its provisions.

Dated: _____ _____

Employee Signature

_____

Employee Name Print/Type

_____

Witness Signature

_____

Department and Division

TESTING PROCEDURES

If a supervisor has reasonable cause to believe that either an employee has consumed drugs and/or alcohol on City premises or reported to work under the influence of drugs and/or alcohol, the supervisor must request a urine/breath test **even** though the employee is not believed to be impaired. The drug/alcohol test is not intended to prove impairment, but to confirm the presence of the drug and/or alcohol. Whether or not impairment is suspected, if the supervisor has reason to consider requiring a drug/alcohol test, use the following procedure to validate the reasons for considering a drug/alcohol test:

1. The supervisor should personally escort the employee to an office or other private area and have another supervisor present as a witness, if possible.

2. Confront the employee with reasons for suspecting drug and/or alcohol policy violations. Use the Reasonable Suspicion Record to record your observations and discussion, including information given by the employee. Complete the form and, in conversation with the employee, determine whether or not the employee has either consumed drugs and/or alcohol on City premises or during work duty, is under the influence, or whether the employee's off duty abuse of drugs and/or alcohol has resulted in work-related problems.

3. If the employee does not appear to be under the influence of drugs, including prescription drugs, has not consumed drugs during work duty or on City premises, and the employee is able to perform regular work duties, have him/her return to the work unit and resume work.

4. If it is believed that the employee is under the influence of, or has consumed drugs and/or alcohol on City premises or during work duty, or that the employee's off-duty abuse of drugs and/or alcohol has resulted in work-related problems, advise the employee that the City rules have been violated and that he/she is being requested to provide a urine sample for drug testing and/or breath sample for alcohol. Personally escort the employee (with another supervisor, whenever possible) to the City approved drug/alcohol testing site (presently Burbank Urgent Care during normal working hours and St. Joseph's Medical Center after hours). **The employee shall not be permitted to drive him/herself to the testing facility.**

   A. Burbank Urgent Care is located at 1130 W. Olive. The telephone number is (818) 843-8555. Advise the person that you are bringing a City of Burbank employee for a drug/alcohol screen and they will have the appropriate forms ready upon arrival.

   B. St. Joseph's Medical Center is located at Buena Vista/Alameda. After hours, an Occupational Health Staff member will be on-call and available for drug testing at the Emergency Department of the hospital. When drug testing is necessary, call beeper # (818) 953-5909 and the on-call staff member will make prompt arrangements.

   C. Every traffic accident involving a commercial drivers licensed employee will result in a drug and alcohol test screen.

5. Require the employee to read and sign a consent form available at the testing location agreeing to the urinalysis test. Advise the employee that refusal to sign the form or give a specimen will be treated as a refusal to obey a direct order, and will constitute an admission that the suspicion is reasonable and may be grounds for discipline, up to and including termination. Once the specimen is taken and initialed by the employee, the employee should be placed on Administrative Leave with pay pending test results and a review of the circumstances.
   A. If an employee is ordered to test at the end of or after their duty day, continue the employee on the payroll (on an overtime basis) and issue a direct order for them to attend testing. A refusal to test will be treated as in paragraph 5 above.

   B. Tampering with a test will be considered a failed test result.

6. Whenever an employee is required to provide specimens for testing, two (2) specimens shall be collected at the same time in order to facilitate the testing procedures described herein.

7. In testing for the presence of illegal drugs, the testing facility shall submit the first specimen for testing. If the initial test is positive for an illegal drug, the same specimen shall be subjected to a confirmatory test for verification.

8. The MRO will report the result to the City via a signed, written communication, within three (3) business days of completion of the MRO review. In the event of an initial positive test result, the City will direct the employee to contact the MRO for additional screening information. At the time the employee contacts the MRO, he/she may request that a second specimen be tested at another laboratory.
   A. All positive tests will be treated administratively in the following manner:

      1) The employee may be subject to discipline as outlined in the Disciplinary Policy.

      2) The employee will immediately be removed from the safety sensitive duty.

   B. The employee will be placed on either Administrative Leave or other leave as determined by the department. Placing the employee on Administrative Leave in no way confers and actual or inferred right on the employee. He or she is still subject to discipline up to and including termination.

   C. A follow-up test will immediately be arranged. If alcohol-related, the follow-up test will be the next day. If drug-related, the employee will be referred to the Substance Abuse Professional, who will determine the date of the follow test.
9. If the employee fails to contact the MRO or the employee does not request the

testing of the second specimen, or if the employee does request the testing of the second specimen and it also tests positive for an illegal drug, rehabilitative or corrective action shall be taken as specified in this policy.

10. At any time within twenty four (24) hours of being notified of a positive test result, the employee may present bona fide verification of a current valid prescription in the employee's name for any potentially impairing drug or medication identified in the positive drug screen.

11. If it is believed that the employee is impaired, make arrangements to have the employee taken home. Do not permit him/her to leave the premises or drive alone. If the employee refuses any assistance, make sure the witnessing supervisor can verify that the **employee refused such assistance.** If the employee cannot control his/her actions and departs without assistance, immediately call the Police Department to inform them of the employee's condition and refusal for assistance. Advise the Police of the employee's name, description (ethnicity, hair, eyes, height, weight, clothing, etc.) direction and mode of travel including a full description of any vehicle involved.

12. Each employee who has engaged in conduct prohibited under this Policy will be advised by the City of resources available in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.
    A. Substance Abuse Recovery Program: Only those employees who identify themselves as users of drugs or alcohol or being under the influence prior to the day of testing, will be eligible for the Substance Abuse Recovery Program. Any employee who attempts to self identify on the day of testing will be ineligible for the Substance Abuse Recovery Program.

    B. The employee will bear the cost of Substance Abuse Recovery Program.

13. Before an employee returns to duty requiring the performance of a safety sensitive function, the employee shall undergo a return-to-duty drug or alcohol test. In addition, the employee shall be evaluated by the Substance Abuse Professional to determine that he/she has properly followed any prescribed rehabilitation program.
    A. The employee may use sick leave to attend the meeting with the SAP.

14. The employee shall be subject to unannounced follow-up alcohol and controlled substances tests following the employee's return to duty, consisting of at least six (6) tests in the first 12 months following the employee's return to duty.
    A. The SAP may determine that the employee should be subjected to follow up testing for up to five (5) years.

EXHIBIT I

EVALUATION OF VEHICLE ACCIDENTS

I. STATEMENT:

In accordance with **Administrative Procedure IV-4** (Evaluation of Vehicle Accidents), it is the policy of the City to review all accidents involving City vehicles. The purpose of this procedure is to determine whether or not the accident may have been prevented by defensive driving techniques.

The National Safety Council defines a preventable accident as "any accident involving an organizational vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent the accident."

This Administrative Procedure does not apply to accidents involving equipment operation and/or malfunction, unless one of the involved parties is in a moving vehicle. This Administrative Procedure does not apply to the Police or Fire Department, as these departments have their own procedure in place.

II. PROCEDURE:

A. All vehicle accidents, regardless of what was damaged, the amount of damage, the location of the accident, or who was injured, must be reported in accordance with **Administrative Procedure IV-3** (Reporting City Property Damage). All vehicular accidents must be reported in writing to the driver's immediate supervisor in accordance with **Administrative Procedure IV-7** (Incident Analysis). Additionally, the applicable department must report all vehicular accidents to the Risk Management & Safety Division of the Management Services Department via the "Accident Notification" e-mail immediately, but not later than twenty-four (24) hours after the accident.

All correspondence related to a vehicular accident shall be confidential and noted as such on any report and/or paperwork generated (i.e.CONFIDENTIAL PERSONNEL MATTERS GOVT. CODE #54957).

B. The applicable department manager or designated representative shall convene and chair an Accident Investigation Committee no later than thirty (30) working days after the vehicular accident. The Accident Investigation Committee is separate from any of the safety committees described in **Administrative Procedure V-1** (Accident Prevention and Safety). An Accident Investigation Committee must evaluate all vehicular accidents.

The Accident Investigation Committee shall consist of:

1. The applicable department manager or designated representative (Committee chairperson);
2. The City's Safety Officer or designated representative;
3. The driver's immediate supervisor or a supervisor within the same chain of command;
4. The Assistant Management Services Director/Risk Management & Safety or designated representative;
5. Any other personnel as deemed necessary by the Committee Chairperson;

C. The employee(s) involved in the vehicular accident and his/her appropriate union representative shall receive notification of the date, time, and location of the Accident Investigation Committee meeting in order to attend.

D. The purpose of the Accident Investigation Committee is to determine if the accident was preventable and to make appropriate reports and recommendations regarding safe driving procedures. This determination shall be based on the Incident Analysis report, any Police investigation reports, any witness statements, any diagrams, photographs, and any other available evidence, and the Guidelines for Determining Motor Vehicle Accident Preventability, which can be found in **Administrative Procedure IV-4** (Evaluation of Vehicle Accidents).

The Committee shall complete its final report within ten (10) working days of the Committee's meeting unless the Committee Chairperson decides to extend the time limit based on unforeseen or extenuating circumstances. The findings of the Committee may be used as evidence in any disciplinary action(s) that are taken as a result of a vehicular accident.

A copy of the final report shall be provided to:

1. The applicable department manager (Committee Chairperson);
2. The employee(s) involved in the vehicular accident;
3. The appropriate union;
4. The Risk Management & Safety Division of the Management Services Department;
5. The employee(s)' department personnel file.

E. The Risk Management & Safety Division of the Management Services Department shall be responsible to create a historical record of employee vehicular accidents. It shall also be responsible to create and distribute a quarterly Vehicular Accident Report to the City Manager and all department managers. This report shall also contain a summary of any disciplinary actions taken as a result of the vehicular accidents.

NOTE: Disciplines resulting from the application of this administrative guide would expire at the end of three years, unless there were disciplines for subsequent preventable accidents within the three (3) year time frame.

ACCIDENT INVESTIGATION COMMITTEE FINAL REPORT & RECOMMENDATIONS

EMPLOYEE NAME: _____

EMPLOYEE CLASSIFICATION: _____

ACCIDENT DATE: _____

ACCIDENT INVESTIGATION COMMITTEE MEETING DATE: _____

MEETING ATTENDEES: _____

_____

_____

DATE OF FINAL REPORT: (DUE 10 DAYS AFTER COMMITTEE MEETING. PROVIDE JUSTIFICATION IF EXTENSION IS NEEDED) _____

_____

_____

ACCIDENT INVESTIGATION COMMITTEE FINDINGS: (INCLUDE SYNOPSIS OF ACCIDENT FACTS, ANY MITIGATING FACTORS CONSIDERED, DETERMINATION OF PREVENTABILITY, AND ANY RECOMMENDATIONS) _____

_____

_____

_____

_____

_____

DISTRIBUTION:

Employee
Employee's Union
Risk Management & Safety Division of Management Services Department
Labor Relations & Human Resource Division of Management Services Department
Department Manager ____ (Initial here to approve placement in employee's department personnel file)

FOR EMPLOYEE'S DEPARTMENT USE ONLY: (WITHIN 5 WORKING DAYS OF

THIS FINAL REPORT, THE EMPLOYEE'S SUPERVISOR MUST CHOOSE TO RECOMMEND OR NOT RECOMMEND ANY DISCIPLINARY ACTION AND COMMUNICATE THIS RECOMMENDATION TO HIS/HER DEPARTMENT MANAGER)

DISCIPLINARY ACTION TAKEN

_____

EXHIBIT J

BENCHMARK POSITIONS AND CLASSIFICATIONS TIED TO THE BENCHMARKS

ACCOUNT CLERK
Clerical Worker
Intermediate Clerk
Junior Cashier
Library Clerk
Library Monitor
Library Page
Library Page/PT
Literacy Clerk
Mail Room Assistant
Messenger Bill Deliverer/PT
Senior Clerk
Supervising Account Clerk
Supervising Clerk
Work Trainee I
Youth Employment Assistant
Youth Employment Coordinator
Youth Employment Jr Team Leader
Youth Employment Team Leader
Youth Services Worker

ACCOUNTANT
Senior Accountant

ASSOCIATE PLANNER
Assistant Planner
Assistant Transportation Planner
Graphic s Media Designer
Redevelopment Project Analyst
Senior Real Estate Agent
Senior Redevelopment Project Analyst

BUYER I
Buyer II

CARPENTER LEADWORKER
Carpenter
Construction & Maintenance Leadworker
Construction & Maintenance Worker
Painter
Painter Supervisor
Public Sfty Facility Tech
Trades & Crafts Leadworker
Traffic Control Journeyman

***CIVIL ENGNRG ASSOCIATE**
Civil Engineering Assistant
Civil Engineering Associate-BWP
Civil Engineering Assistant-BWP
Engineering Aide
Engineering Technician
Right of Way Specialist
Sr. Civil Engineering Assistant
Sr. Engineering Technician
Sr. Survey Aide

COMMUNICATIONS OPERATOR
Communications Supervisor
Police Cadet
Police Records Tech
Police Records Tech Supv
Police Tech

***CUSTOMER SERVICES REP II**
Customer Services Rep I
Customer Services Rep III
Customer Services Supervisor
Customer Programs Assistant

CUSTODIAN
Custodial Leadworker

***ELECTRICAL ENGINEERING ASSOC.**
Electrical Engineering Assistant
Facility Tech Cord
Power Supply Scheduler

FLEET MAINT TECH
Fire Equipment Mechanic
Fire Equipment Specialist
Fleet Maint Apprentice
Fleet Maint Tech
Fleet Utility Worker
Helicopter Mechanic
Senior Fleet Maint Tech
Tire Maintenance Worker

***FIELD SERVICES REP II**
Field Services Rep III

FIRE PREVENTION INSPECTOR
Construction Inspector

FORENSIC SPECIALIST
Forensic Specialist Supervisor

HUMAN RESOURCES TECHNICIAN II
Benefits Coordinator
Collections Specialist
Human Resources Technician I
Human Resources Specialist
Municipal Records Clerk
Payroll Technician I
Payroll Technician II
Permit Technician
Principal Clerk
Treasurer Technician
Workers' Compensation Technician

TECH SUPPORT ANALYST II
Application Development Analyst I
Computer Operator
Information Systems Analyst I
Network Support Analyst I
Senior Computer Operator
Technical Support Analyst I

JAILER
Rangemaster
Rangemaster Assistant

LEGAL SECRETARY
Legal Secretarial Clerk
Secretary
Senior Secretary

LIBRARIAN
Children's Librarian
Library Assistant
Senior Librarian

LIC & CODE SERVICES INSPECTOR II
Housing Assistant
Housing Services Assistant
Housing Specialist
Lic & Code Services Inspector I
Senior Lic & Code Services Inspector

LIFEGUARD
Aquatic Program Coordinator
Lifeguard-Instructor
Locker Room Attendant
Senior Lifeguard

OFFSET PRESS OPERATOR
Duplicating Machine Operator
Supervising Offset Press Operator

PARKING CONTROL OFFICER
Animal Control Officer
Crossing Guard
Kennel Attendant
Parking Control Supervisor
Senior Animal Control Officer
Veterinary Technician

***PIPEFITTER**
Cross Conn Ctrl Spec
Pipefitter Apprentice
Pipefitter/Operator
Water Meter Mechanic

RECREATION SUPERVISOR
Food Services Aide
Food Services Supervisor
Program Specialist
Recreation Coordinator
Recreation Leader
Senior Food Services Aide
Senior Recreation Leader
Social Services Coordinator
Soc. Services Program Supervisor-Nut
Social Services Supervisor
Special Activity Leader

SECURITY GUARD
Sr Security Guard

***SR. ELECTRICAL SERVICES PLANNER**
Electrical Services Planner
Water Service Planner

SR. VIDEO PRODUCTION ASSOCIATE Video Production Associate ***STOREKEEPER** Stores Helper **TRAFFIC SIGNAL OPERATIONS SPECIALIST** **TRANSPORTATION SERVICES DRIVER** Transportation Operations Supervisor Transportation Scheduler **TREE TRIMMER** Groundskeeper Groundskeeper Helper Landscape Leadworker Senior Groundskeeper Senior Tree Trimmer Special Project Crew Leader Tree Trimmer Leadworker ***Utility Benchmarks**	**UTILITY WORKER** Assistant Traffic Signal Technician Cement Finisher Collections Sys Journeyman Collections Sys Leadworker Collections Sys Worker Heavy Equipment Operator Heavy Truck Driver Laborer Landfill Leadworker Motor Sweeper Operator Public Works Journeyman Skilled Worker Solid Waste Leadworker Solid Waste Truck Operator Solid Waste Worker Street Maintenance Leadworker Traffic Signal Technician Traffic Signal Operations Specialist	***WATER PLANT OPERATOR** Sr. Water Plan Mechanic Sr. Water Plant Operator Water Plant Mechanic Water Quality Analyst Water Quality Specialist ***WELDER** Metal Worker Solid Waste Utility Worker Trades & Crafts Leadworker

EXHIBIT K

DATE: October 30, 1995

TO: Kathleen J. Lindblom
BCEA President

FROM: Michael F. Howard
Employee Relations Administrator

SUBJECT: PROCEDURE FOR FLOATING HOLIDAY TIME

Pursuant to our recent discussions regarding floating holidays, this memorandum will outline the procedure to be followed as of July 1, 1995. This procedure will not change unless approved in writing by both parties.

We agreed that pursuant to Article V. Section B. of the 1995-1997 BCEA MOU all full-time represented employees, unless otherwise specified below, are entitled to sixteen (16) hours of floating holiday per fiscal year. In addition to these floating holiday hours, such employees are entitled to 10.5 fixed legal holidays per year as specified in Article V. Section B.2. The .5 (four hours) fixed holiday is either for Christmas Eve or New Year's Eve. If an employee works both of these days, the employee shall be entitled to additional compensation for the four (4) hours holiday worked as provided in the rule on overtime.

Employees in the Refuse Section on the Incentive Program are not entitled to any of the 10.5 fixed legal holidays, except for December 25th, known as Christmas Day. In addition, these Incentive Program employees are entitled to twenty (20) hours of floating holiday each fiscal year.

Any other BCEA employee who receives a differential under Article II, Section H. for working holidays is not entitled to any of the 10.5 fixed legal holidays. However, these employees are entitled to twelve (12) hours of floating holiday each fiscal year.

Floating holiday hours shall be pro-rated for part-time employees and employees hired after July 1st of each year in a manner identical to personal leave. Payment for unused floating holiday time shall be paid at the end of each fiscal year not to exceed sixteen (16) hours.

If the above procedure accurately reflects our discussion of September 21, 1995 please sign one copy of this memorandum and return to my office by Friday, November 3, 1995.

MICHAEL F. HOWARD
Employee Relations Administrator

MFH:JLK:jj:jh

EXHIBIT L

PROFESSIONAL DEVELOPMENT
SUPERVISORY & PROFESSIONAL CLASSIFICATIONS

ACCOUNTANT
ASSISTANT PLANNER
ASSISTANT TRANSPORTATION PLANNER
ASSOCIATE PLANNER

BENEFITS COORDINATOR

CARPENTER LEADWORKER
CHILDREN'S LIBRARIAN
CIVIL ENGINEERING ASSISTANT
CIVIL ENGINEERING ASSOCIATE
CIVIL ENGINEERING ASSISTANT-BWP
CIVIL ENGINEERING ASSOCIATE-BWP
COMMUNICATIONS SUPERVISOR
CONSTRUCTION & MAINTENANCE LEADWORKER
CONSTRUCTION INSPECTOR
CROSS CONNECTION CTRL SPECIALIST
CUSTODIAL LEADWORKER
CUSTOMER SERVICE REPRESENTATIVE III
CUSTOMER SERVICE SUPERVISOR -

ELECTRICAL ENGINEERING ASSISTANT
ELECTRICAL ENGINEERING ASSOCIATE
ENGINEERING TECHNICIAN

FIELD SERVICES REPRESENTATIVE III
FIRE EQUIPMENT SPECIALIST
FIRE PREVENTION INSPECTOR
FIRE SAFETY ANALYST
FOOD SERVICES SUPERVISOR
FORENSIC SPECIALIST SUPERVISOR

GRAPHICS MEDIA DESIGNER

HUMAN RESOURCES TECHNICIAN II

LANDFILL LEADWORKER
LANDSCAPE LEADWORKER
LEGAL SECRETARY
LIBRARY ASSISTANT *
LIBRARIAN
LICENSE & CODE INSPECTOR II

PAINTER SUPERVISOR
PARKING CONTROL SUPERVISOR
POLICE RECORDS TECHNICIAN SUPERVISOR
POWER SUPPLY SCHEDULER
PRINCIPAL CLERK

RANGEMASTER
RECREATION SUPERVISOR

SENIOR ACCOUNTANT
SENIOR CIVIL ENGINEERING ASSISTANT
SENIOR CLERK *
SENIOR ANIMAL CONTROL OFFICER
SENIOR ENGINEERING TECHNICIAN
SENIOR EQUIPMENT MECHANIC
SENIOR GROUNDSKEEPER
SENIOR LIBRARIAN
SENIOR LICENSE & CODE SERVICES INSPECTOR
SENIOR REAL ESTATE AGENT
SENIOR RECREATION LEADER
SENIOR REDEVELOPMENT PROJECT ANALYST
SENIOR SECRETARY
SENIOR SECURITY GUARD
SENOR SURVEY AIDE
SENIOR TREE TRIMMER
SENIOR VIDEO PRODUCTION ASSOCIATE
SENOR WATER PLANT MECHANIC
SENOR WATER PLANT OPERATOR
SOCIAL SERVICES COORDINATOR
SOCIAL SERVICES PROGRAM SUPERVISOR-NUTRITION
SOCIAL SERVICES SUPERVISOR
STREET MAINTENANCE LEADWORKER
SUPERVISING ACCOUNT CLERK
SUPERVISING CLERK
SUPERVISING OFFSET PRESS OPERATOR

TRADES & CRAFTS LEADWORKER
TRAFFIC SIGNAL ASSOCIATE
TRANSPORTATION OPERATIONS SUPERVISOR
TREE TRIMMER LEADWORKER

VETERINARY TECHNICIAN
VIDEO PRODUCTION ASSOCIATE

WATER PLANT MECHANIC
WATER PLANT OPERATOR
WATER QUALITY ANALYST

*Only Senior Clerks or Library Assistants that perform supervisory duties will be eligible.

EXHIBIT M

UNIFORMS FOR COMMUNICATION OPERATORS

CITY PROVIDED

POLO SHIRTS

The City will provide the employee with four (4) polo shirts per year of the style already specified and agreed upon (e.g. blue, black, and gray). Employees may purchase additional shirts (beyond the allowed 4) at their own expense. Employees may wear any of the styles/colors agreed upon or any combination thereof (i.e. gray short sleeve one day, long black sleeve on another day, blue short sleeve another day, etc.) Polo shirts are not required to be tucked in and no belt is required when shirts are worn outside the plain black twill style pants.

SWEATER/JACKET

The City will provide one (1) sweater or jacket per year of the specified style agreed upon. The parties agreed that the sweater will be identical to that worn by the Police Records Technicians. The parties further agree that the jacket will be selected no later than September 30, 2008. Should the employees require a jacket prior to the final selection of the Communication Operator jacket; the parties agree that the sweater issued to the Police Records Technician will be worn.

EMPLOYEE PAID

PANTS

Employees will purchase and wear basic black twill style pants at their own expense. The quantity purchased will be determined by the employee. Black twill style pants are defined as clean, plain, full coverage pants. No low rise pants are permissible. Employees will be allowed to wear jeans on Sundays and for special City events such as “Casual for a Cure”.

BELT

When wearing a polo shirt that is tucked in, a plain black belt will be worn. Employees will purchase this belt at their own expense. Polo shirts are not required to be tucked in and no belt is required when shirts are worn outside the plain black twill style pants.

SHOES

Employees will purchase and wear plain black shoes at their own expense. Tennis shoes, thongs, “flip flops”, or overly casual sandals are generally prohibited unless given direct authorization.

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