



Memorandum of Understanding between the City of Burbank and the Burbank Fire Fighters Chief Officers' Unit

International Association of Fire Fighters Local No. 778



June 30, 2019
Through
June 30, 2021



TABLE OF CONTENTS

ARTICLE I	RIGHTS AND PLEDGES	1
I.A.	RECOGNITION	1
I.B.	MUTUAL PLEDGE OF ACCORD.....	1
I.C.	NON-DISCRIMINATION	1
I.D.	CITY RIGHTS.....	1
I.D.1.	GENERAL.....	1
I.D.2.	RESERVED RIGHTS.....	1
I.E.	UNIT RIGHTS.....	2
I.E.1.	UNIT ACCESS	2
I.E.2.	PAY FOR UNIT BUSINESS	2
I.E.3.	BULLETIN BOARDS	2
I.F.	SAFETY.....	2
I.F.1.	COMMITMENT.....	2
I.F.2.	OBLIGATIONS	2
I.F.3.	SAFETY COMMITTEE	3
I.G.	ACCESS TO PERSONNEL RECORDS	3
I.H.	DUES DEDUCTION.....	4
I.H.1.	UNIT DUES	4
I.H.2.	FIREFIGHTER'S CLUB DUES.....	4
I.I.	STRIKES AND LOCKOUTS.....	4
I.J.	FULL UNDERSTANDING, MODIFICATIONS, WAIVER	4
I.K.	SAVINGS CLAUSE	5
I.L.	MAINTENANCE OF EXISTING BENEFITS.....	5
I.M.	TERM OF AGREEMENT.....	5
ARTICLE II	SALARY & COMPENSATION	6
II.A.	SALARIES	6
II.B.	DIFFERENTIAL PAY	7
II.B.1.	FORTY (40) HOUR STAFF ASSIGNMENT	7
II.B.2.	DEPUTY FIRE CHIEF ASSIGNMENT.....	7
II.C.	SALARY PLAN	8
II.C.1.	ESTABLISHMENT OF SALARY RANGE	8
II.C.2.	MOVEMENT THROUGH THE SALARY RANGE	8

II.C.3. FAILURE TO PERFORM EMPLOYEE EVALUATIONS	8
II.C.4. ADVANCE IN SALARY UPON PROMOTION.....	8
II.C.5. APPEALS.....	9
II.D. MERIT PAY PLAN	9
II.E. MILEAGE REIMBURSEMENT	9
ARTICLE III HOURS OF WORK & OVERTIME	10
III.A. WORK PERIODS.....	10
III.A.1. SUPPRESSION PERSONNEL.....	10
III.A.2. FORTY (40) HOUR STAFF ASSIGNMENT	10
III.A.3. CONVERSION OF HOURS BETWEEN 56 AND 40 HOUR ASSIGNMENTS.....	11
III.B. ATTENDANCE.....	11
III.C. OVERTIME PAY	11
III.C.1. POLICY.....	11
III.C.2. DEFINITION OF OVERTIME WORK.....	12
III.C.3. RATE - OVERTIME.....	12
III.C.4. OVERTIME PAY - EMERGENCY CALL IN	12
III.C.5. OVERTIME PAY - ON CALL FOR COURT	13
III.C.6. OVERTIME PAY - MINIMUM STAFFING LEVEL (MSL)	14
III.C.7. TIME OFF WITH PAY IN LIEU OF OVERTIME.....	14
III.C.8. OVERTIME PAY - CIVIL SERVICE BOARD MEETINGS	14
III.C.9. STANDBY SAFETY OFFICER.....	14
III.D. LIMIT ON CONSECUTIVE HOURS WORKED	14
III.E. LIMIT ON OUTSIDE EMPLOYMENT	14
III.F. PRIORITIZATION OF OVERTIME ASSIGNMENT	15
ARTICLE IV PAY FOR TIME NOT WORKED	16
IV.A. HOLIDAYS	16
IV.A.1. STAFF HOLIDAYS.....	16
IV.A.2. SUPPRESSION HOLIDAY DIFFERENTIAL PAY.....	18
IV.B. SICK LEAVE.....	18
IV.B.1. USE	18
IV.B.2. NOTICE	18
IV.B.3. SICK LEAVE REVOKED.....	18
IV.B.4. RETURN TO WORK.....	18

IV.B.5. SICK LEAVE WITHOUT PAY	19
IV.B.6. SICK LEAVE ACCRUAL	19
IV.B.7. COMPENSATION FOR ACCRUED SICK LEAVE.....	19
IV.C. VACATION.....	19
IV.C.1. ACCRUAL	19
IV.C.2. ACCUMULATION	20
IV.C.3. VACATIONS - TERMINATION OF EMPLOYMENT	20
IV.C.4. VACATION SELECTION POLICY	21
IV.D. JURY SERVICE	21
IV.D.1. JURY SUMMONS.....	21
IV.D.2. REPORTING FOR JURY SERVICE	21
IV.D.3. RETURNING TO DUTY.....	21
IV.D.4. COMPENSATION FOR JURY SERVICE.....	21
IV.D.5. RETURN FROM JURY SERVICE.....	22
IV.E. LEAVE - DEATH IN FAMILY.....	22
IV.E.1. POLICY	22
IV.E.2. DEFINITION - MEMBER OF FAMILY	22
IV.F. INDUSTRIAL ACCIDENT LEAVE	22
IV.G. MILITARY LEAVE OF ABSENCE.....	23
IV.H. EMERGENCY LEAVE	23
IV.I. DAY-OFF EXCHANGES	23
IV.I.1. INTENT	23
IV.I.2. PROCEDURE	24
IV.J. RELIGIOUS OBSERVANCES.....	25
IV.K. TIME OFF FOR MUNICIPAL, COUNTY AND STATE ELECTIONS.....	25
IV.L. TIME OFF FOR CIVIL SERVICE BOARD MEETINGS	25
IV.M. LEAVE POLICIES.....	25
IV.M.1. RETURN AT EXPIRATION OF LEAVE	25
IV.M.2. RETURN FROM TEMPORARY ASSIGNMENT	25
IV.M.3. REFUSAL OF LEAVES OF ABSENCE	26
IV.M.4. LEAVE OF ABSENCE WITHOUT PAY	26
IV.N. UNAUTHORIZED ABSENCE	26
IV.O. FAMILY MEDICAL LEAVE	27
ARTICLE V BENEFITS.....	28

V.A.	PERS	28
V.A.1.	PERS EMPLOYEE CONTRIBUTION	28
V.A.2.	SURVIVORS BENEFITS	29
V.A.3.	FINAL COMPENSATION	29
V.A.4.	MILITARY SERVICE	29
V.A.5.	RETIREMENT FORMULA.....	29
V.A.6.	OPTIONAL SETTLEMENT 2 DEATH BENEFIT	30
V.B.	CITY 125 FLEX BENEFIT PLAN	30
V.B.1.	MONTHLY CONTRIBUTION TO 125 FLEX BENEFIT PLAN.....	30
V.B.2.	ELIGIBILITY FOR 125 FLEX BENEFIT PLAN	31
V.B.3.	DENTAL PROGRAM.....	31
V.B.4.	RETIREE BENEFIT.....	31
V.B.5.	POST EMPLOYMENT HEALTH PLAN.....	31
V.B.6.	401 (A) PLAN.....	32
V.C.	LIFE AND AD&D INSURANCE.....	32
V.D.	UNIFORM ALLOWANCE	33
V.E.	AFTER HOURS EDUCATION REIMBURSEMENT PROGRAM	33
V.F.	PROFESSIONAL DEVELOPMENT	33
V.G.	EDUCATIONAL INCENTIVE	34
V.H.	BILINGUAL PAY	35
V.I.	SHOOTING PAY.....	35
V.J.	EMPLOYEE ASSISTANCE PROGRAM.....	35
V.K.	SHORT/LONG TERM DISABILITY	36
V.L.	POST-TRAUMA COUNSELING.....	36
V.M.	PERSONAL EXPOSURE RECORD.....	36
V.N.	SICK LEAVE CONVERSION.....	36
V.O.	MEDICARE	36
ARTICLE VI MISCELLANEOUS.....		38
VI.A.	PROBATIONARY PERIOD.....	38
VI.A.1.	ONE YEAR PERIOD	38
VI.A.2.	EXTENSION OF PROBATION.....	38
VI.A.3.	TERMINATION OF PROBATIONARY APPOINTMENT	38
VI.A.4.	RETURN OF REJECTED PROBATIONARY EMPLOYEE TO FORMER POSITION	38

VI.A.5. DISPLACEMENT BY REINSTATEMENT OF ANOTHER TO FORMER POSITION.....	38
VI.B. GRIEVANCE PROCEDURE	38
VI.B.1. DEFINITION OF GRIEVANCE	38
VI.B.2. PROCEDURAL STEPS	39
VI.B.3. WRITTEN PRESENTATION	39
VI.B.4. TIME LIMITATIONS	39
VI.C. DISCIPLINARY PROCEDURE	40
VI.C.1. RESPONSIBILITY.....	40
VI.C.2. INVESTIGATIONS	40
VI.C.3. ADMINISTRATION OF DISCIPLINE	41
VI.C.4. PRE-DISCIPLINARY HEARING	41
VI.C.5. APPEAL OF DISCIPLINE	42
VI.D. LAYOFF, DISPLACEMENT AND RECALL	42
VI.D.1. PURPOSE	42
VI.D.2. SENIORITY.....	42
VI.D.3. LAYOFF	43
VI.D.4. DISPLACEMENT	44
VI.D.5. PROCEDURE	45
VI.D.6. RECALL.....	46
VI.D.7. BENEFIT CONSIDERATIONS	47
VI.E. HEALTH AND FITNESS	47
VI.E.1. MEDICAL SURVEILLANCE PROCEDURES.....	47
VI.E.2. WELLNESS FITNESS PROGRAM.....	48
VI.F. PHYSICAL FITNESS PARTNERSHIP PROGRAM.....	48
VI.G. LIGHT DUTY ASSIGNMENT	49
VI.H. TRAINING	49
VI.I. MOU COPIES.....	49
VI.J. NOTIFICATION OF UNION.....	49
VI.K. COMMON MEAL SITE CONTRIBUTION.....	50
VI.L. NEPOTISM POLICY	50
VI.M. SCORING OF PROMOTIONAL EXAMINATIONS.....	50
APPENDIX A NOTICE OF PROPOSED DISCIPLINE.....	51
APPENDIX B NOTICE OF DISCIPLINE	53

APPENDIX C 48/96 POLICY & OBJECTIVES	55
INDEX	59

ARTICLE I
RIGHTS AND PLEDGES

I.A. RECOGNITION

Burbank Fire Fighters, International Association of Fire Fighters, (hereafter referred to as the IAFF), Local No. 778, Chief Officers' Unit ("Unit"), is the recognized employee organization for all personnel ("employees") employed by the City of Burbank ("City") in the classifications of Fire Battalion Chief and Fire Marshal.

I.B. MUTUAL PLEDGE OF ACCORD

Inherent in the relationship between the City and its employees is the obligation of the City to deal justly and fairly with its employees and of the employees to cooperate with their fellow employees and the City in the performance of its public service obligation. In the interest of promoting and ensuring harmonious relations between the City and its employees, authorized representatives of the City and the Unit have met and conferred in good faith, exchanging various proposals concerning wages, hours, working conditions, and other terms and conditions of employment of the employees. The authorized representatives of the City and the Unit have reached an understanding and agreement as to wages, hours, working conditions, and other terms and conditions of employment of the employees which shall be submitted to the City Council of the City for approval and implementation of the terms and conditions by appropriate ordinance, resolution, or other lawful action.

I.C. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, marital status, race, color, ancestry, religious creed, disability, national origin, labor or political affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the Unit shall also be subject to immediate correction.

I.D. CITY RIGHTS

I.D.1. General

Responsibility for management of the City and direction of its work force is vested in City officials and department heads whose powers and duties are specified by law. The rights of the City include but are not limited to the exclusive right to: (1) determine the mission of its constituent departments, commissions and boards; (2) set standards of service; (3) determine the procedures and standards of selection for employment and promotion; (4) direct its employees; (5) take disciplinary action; (6) relieve its employees from duty because of lack of work or for other legitimate reasons; (7) maintain the efficiency of governmental operations; (8) determine the methods, means and personnel by which government operations are to be conducted; (9) determine the allocation and content of job classifications; (10) take all necessary actions to carry out its mission in emergencies; and (11) exercise complete control and discretion over its organization and technology of performing its work.

I.D.2. Reserved Rights

The City shall have all other rights and prerogatives including those exercised

unilaterally in the past, subject only to express restrictions on such rights, as are provided in this Agreement.

I.E. UNIT RIGHTS

I.E.1. Unit Access

Duly authorized representatives of the Unit, shall have access to the locations where work is being carried on during working hours for the purpose of observing working and safety conditions, investigating grievances, and seeing that the provisions of this Agreement are observed, provided that the employees are not interfered with in their work. This shall include, but not limited to Fire Stations, drill grounds, and emergency scenes.

I.E.2. Pay For Unit Business

Unit members representing Local 778 or joint committees of the Unit and City, will be allowed time off without loss of pay from regular scheduled work to attend any scheduled meeting with City representatives. In the event such meetings extend beyond the usual working hours, no compensation shall be paid by the City for time outside of regular working hours and work days.

I.E.3. Bulletin Boards

Bulletin boards shall be furnished by the City for the use of the Unit at each reporting location. The following types of notices, provided they are not of a political, commercial or controversial nature, may be posted after they are signed by an Officer or Representative of the Unit:

I.E.3.a. Notices of recreational or social affairs of the Unit;

I.E.3.b. Notices of Unit elections and appointments, and

I.E.3.c. Notices of business meetings of the Unit.

Notices of any other type not listed above shall first be approved by the Fire Chief before they are posted.

I.F. SAFETY

I.F.1. Commitment

The City and the BFF-COU reaffirm their joint commitment to ensure safety in the work place and to maintain a continuous awareness of safety procedures and accident prevention guidelines. It shall be the responsibility of the City to ensure compliance with safety and health standards, rules and practices. It shall be the responsibility of the employee to act on recognition of the fact that his primary duty is careful observance of all applicable safety rules and safe working practices.

I.F.2. Obligations

I.F.2.a. When engaged in emergencies or any and all activities, members shall exercise proper precautionary measures to avoid injuries to self or others.

I.F.2.b. Members shall comply with provisions of the Burbank Fire Department and City of Burbank Safety Rules and Standards.

- I.F.2.c.** All accidents causing damage or injury will be investigated thoroughly and the results made available to all members to reduce the likelihood of a recurrence.

I.F.3. Safety Committee

In order to maintain a high level of oversight to the health and safety of all Burbank Fire Department employees, a Standing Health and Safety committee shall be established. The Committee shall take a proactive approach to workplace health and safety.

- I.F.3.a.** The Department and Union shall jointly be committed to providing an enhanced level of expertise of committee members. The Committee shall consist of the following members.

- I.F.3.a.(1)** The Training and Safety Battalion Chief shall act as the Chair of the Committee.

- I.F.3.a.(2)** One “at-large” employee of the department, appointed by the Fire Chief. The “at-large” member shall act as Recording Secretary.

- I.F.3.a.(3)** The Burbank Fire Department representative to “SAFER” or like organization.

- I.F.3.a.(4)** Two members of the Burbank Fire Fighters, Local No. 778, appointed by the President of the Burbank Fire Fighters, Local No. 778. All provisions of I.E.2 shall apply.

- I.F.3.a.(5)** The City of Burbank Safety Officer.

- I.F.3.b.** This Committee shall meet monthly, or more often if deemed necessary by a majority of the committee members. They shall be responsible for reviewing all accident reports, Post Incident Analyses (F-T-7), and all departmental safety bulletins.

- I.F.3.c.** A sub-committee shall investigate all vehicular accidents in accordance with City of Burbank Administrative Procedures.

- I.F.3.d.** The Committee will provide recommendations to the Department regarding the purchase and maintenance of all the health and safety related items.

- I.F.3.e.** The Committee will provide recommendations to the Physical Fitness Committee as appropriate in order to reduce work-related injuries.

I.G. ACCESS TO PERSONNEL RECORDS

Employees shall have reasonable access to their official personnel and medical files. An employee desiring to review the content of his file(s) may do so by arranging an appointment with the Management Services Department. A representative of the Management Services Department will remain present during the employee's review of the file(s). Employees may also review their departmental personnel files by arranging an appointment with the Fire Chief or his designee.

I.H. DUES DEDUCTION

I.H.1. Unit Dues

The City shall deduct and remit monthly to the Unit, dues required of such employees as certified by a duly authorized representative of the Unit, provided such deduction is authorized in writing by the individual employee. Such deduction shall continue unless written notice of cancellation is given to the City. The City shall have no liability to collect Unit dues for any month in which the employee, in his last full pay period, receives, after legal deductions, pay less than the amount of such dues. In addition, the Unit shall defend, indemnify and save the City harmless from any liability resulting from any and all claims, demands, suits or other action arising from compliance with this Article.

I.H.2. Firefighter's Club Dues

The City shall deduct and remit monthly to the Firefighter's Club, dues required of such employees as certified by a duly authorized representative of the Firefighters' Club. Participation in the Firefighter's Club is mandatory. The City shall have no liability to collect Firefighters' Club dues for any month in which employees, during their last full pay period, receives, after legal deductions, pay less than the amount of such dues. In addition, the Firefighters' Club shall indemnify and save the City harmless from any liability resulting from any and all claims, demands, suits or other action arising from compliance with this Article. Method of deduction shall be by mutual agreement.

I.I. STRIKES AND LOCKOUTS

During the term of this Agreement, no work stoppages, strikes, slowdowns, or other concerted efforts to affect work performance shall be caused or sanctioned by the Unit; and no lockouts shall be made by the City. In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Unit fails to exercise good faith in halting the work interruption, the Unit and the employees involved shall be deemed in violation of this Article and the City shall be entitled to seek any and all remedies or initiate any and all actions at its discretion available to it under applicable law.

I.J. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

I.J.1. This Memorandum of Understanding (MOU) sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

I.J.2. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this MOU.

I.J.3. No agreement, alteration, understanding, variation, waiver or modification of

ARTICLE I

any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and, if required, approved and implemented by the City Council.

I.J.4. However, nothing contained in this Article shall be construed as giving the City the right to institute unilateral changes in existing wages, hours, or other terms and conditions of employment during the term of this MOU except as otherwise provided in this MOU.

I.J.5. The waiver of any breach, term, or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

I.K. SAVINGS CLAUSE

If any term or provision of this MOU is found to be in conflict with any City, 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 MOU shall remain in full force and effect during the period of such negotiations and thereafter until their normal expiration date. The parties understand that many of the employees covered by this MOU 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 thereunder and any additional benefits set forth herein, if compatible, with FLSA. In the event that any or all of the provisions of the FLSA are no longer applicable to sworn fire fighters due to legislation or judicial action(s) the conditions set forth in this MOU so effected shall be declared null and void and conditions changed herein as a result of the FLSA shall revert back to those in effect prior to the effective date of the act. This includes the City provision to pay overtime at the one and one-half rate (1 1/2) to Fire Battalion Chiefs and the Fire Marshal.

I.L. MAINTENANCE OF EXISTING BENEFITS

Except as provided in this MOU, wages, hours, working conditions, other terms and condition of employment, retirement benefits, insurance benefits, leaves, vacations, holidays, and other benefits presently enjoyed by affected employees shall not be changed by virtue of entering into this MOU.

I.M. TERM OF AGREEMENT

The term of this Agreement shall commence on June 30, 2019 and shall continue in effect until June 30, 2021.

ARTICLE II
SALARY &
COMPENSATION

II.A. SALARIES

The parties continue to look at the historical survey mechanism (four comparison agencies-Glendale, Pasadena, Santa Monica and Torrance) used to set wage increases based on the average total compensation salary survey. Additionally, an expanded survey originally proposed by the City in 2006 using Anaheim, Costa Mesa, County of Los Angeles, Glendale, Long Beach, Newport Beach, Orange County Fire Authority, Pasadena, Riverside City, Santa Ana, Santa Monica and Torrance is analyzed for trends in labor market total compensation.

II.A.1. Effective April 7, 2019, all salary ranges and incumbent salaries will be increased by 5%.

II.A.2. Effective the beginning of the pay period containing July 1, 2019, salary ranges and incumbent salaries will be increased by 4.25%.

II.A.3. Effective the beginning of the pay period containing July 1, 2020, all salary ranges and incumbent salaries will be increased by up to no more than 4%, based on salary survey, as provided in II.A.3.b. The actual amount of any increase will be set pursuant to the parameters herein for the said salary survey. For purposes of this July 1, 2020 salary increase, the following parameters will apply:

II.A.3.a. The salary survey will be finalized by June 1, 2020.

II.A.3.b. The salary survey will consist of the 11 agencies listed below. There will be no changes to the comparable titles used, unless a title is eliminated, reclassified, or the agency contracts out Fire Safety.

1. Anaheim – Fire Battalion Chief
2. Culver City – Battalion Chief
3. Glendale – Fire Battalion Chief
4. Los Angeles County
5. Long Beach – Battalion Chief
6. Newport Beach – Fire Line Battalion Chief
7. Orange County Fire Authority – Fire Battalion Chief
8. Pasadena – Fire Battalion Chief (56 hour)
9. Riverside – Fire Battalion Chief
10. Santa Monica – Battalion Chief
11. Torrance – Fire Battalion Chief

II.A.3.c. Only base pay for Battalion Chiefs working a 56-hour schedule will be included in the salary survey. No other compensation items will be surveyed.

II.A.3.d. The salary survey will include salaries with an effective date of July

1, 2020, and that have been adopted by the survey agencies as of June 1, 2020. Any agencies' increases scheduled or adopted beyond June 1, 2020 will not be included regardless of effective date.

II.B. DIFFERENTIAL PAY

The following "differential pay" shall be added to the base salary whenever the assignment or work week of any employee consists of:

II.B.1. Forty (40) Hour Staff Assignment

The differential pay for Fire Battalion Chief, Fire Marshal, or Deputy Fire Chief while assigned to a forty (40) hour work week shall be as follows:

0 - 1 year: 10.0% of employee's base salary;
1 year plus: 12.0% of employee's base salary.

II.B.2. Deputy Fire Chief Assignment

The differential pay for Fire Battalion Chief, while assigned as the Deputy Fire Chief, shall be 13.0% of base salary, in addition to all other applicable pay differentials. The provisions below shall apply while assigned:

II.B.2.a. Duration of Assignment

The Deputy Fire Chief assignment is intended to be a non-rotating assignment. However, appointment to and removal from the assignment will be at the sole discretion of the Fire Chief.

II.B.2.b. Confidentiality

The Deputy Fire Chief is regularly involved with confidential and sensitive information such as matters relating to labor relations, personnel, and operational needs. **Violation of confidentiality shall be grounds for discipline, up to and including termination, and/or removal from the Deputy Fire Chief assignment.**

- II.B.2.b. (1)** As a result of the confidentiality involved in this assignment, the Deputy Fire Chief shall not (1) serve as a board member, officer, or steward of the Union; (2) serve on a team which either consults, or meets and confers, with City management over issues relating to wages and other terms and conditions of City employment; or (3) serve as a designated employee representative in any grievance or disciplinary procedure.

II.B.2.c. Overtime Eligibility

The Deputy Fire Chief shall not be eligible for any overtime provided by this MOU, except for the following:

- II.B.2.c. (1)** At the discretion of the Fire Chief, the Deputy Fire Chief may be eligible for overtime that is reimbursable to the City from an outside source, which may include Fire Safety Officer assignments (film production safety) and backfill for operational

ARTICLE II

Battalion Chiefs on a Strike Team or overhead deployment. The Deputy Fire Chief shall only be eligible to work overtime to backfill for an operational Battalion Chief if no Battalion Chiefs are signed up to work.

- II.B.2.c. (2)** The Fire Chief, with the City Manager's approval, may provide overtime to the Deputy Fire Chief for extraordinary operational circumstances, as defined and identified by the Fire Chief, and when no other Fire Battalion Chief is available.

II.C. SALARY PLAN

II.C.1. Establishment of Salary Range

Salary ranges for employees in the Unit shall be expressed by a minimum/maximum salary range with no step increments.

II.C.2. Movement Through the Salary Range

Salary increases shall only be given in conjunction with a performance evaluation. No employee shall be given more than seven and one-half percent (7.5%) salary increase in any twelve month period, unless approved by the City Manager. The Fire Chief may reduce the monthly salary of an employee by up to five percent (5%) in any twelve month period on the basis of a less than satisfactory performance evaluation. Increases or decreases in salary pursuant to the provisions of this section shall be separate from, and in addition to, general adjustments provided annually by Council resolution. Any action by the Fire Chief with regard to an increase or decrease in salary, or refusal to grant any increase in salary, pursuant to the provisions of this agreement, shall be considered a grievable action and shall be subject to the Grievance Procedure as outlined in **Article VI.B.** of this MOU.

II.C.3. Failure to Perform Employee Evaluations

Performance evaluations shall be completed by the Fire Chief, no less than annually, prior to the employee's anniversary of the employment or promotion date. If the City fails to process the Personnel Action Form (PAF) in a timely manner, and this results in the employee not receiving their salary increase (if any is recommended by the Fire Chief), the City will pay the employee retroactive to the date that their evaluation was due as calculated by the Management Services Department.

II.C.4. Advance in Salary Upon Promotion

- II.C.4.a.** When an employee is promoted into a classification represented by the BFF-COU, the employee shall be placed at a salary at least five percent (5%) higher than the salary such employee received at such employee's previous position. The seniority held in the previous position shall be carried forward to the new classification. No person shall be hired into a position in a classification at a salary higher than fifteen percent (15%) above the bottom of the base salary schedule, without written approval of the City Manager.

- II.C.4.b.** An employee assigned supervisory responsibility shall be compensated at

a step which is at least five percent (5%) above the salary step of the highest said employee supervised. Special assignment or incentive pays shall not be considered in setting supervisory pay.

II.C.5. Appeals

An employee who has had a salary increase denied may, within ten (10) calendar days of written notification of the denial, request an informal hearing before the Fire Chief and present evidence as to why the salary increase should not be denied. The decision of the Fire Chief shall be final.

II.D. MERIT PAY PLAN

The Merit Pay Plan is suspended.

II.E. MILEAGE REIMBURSEMENT

Employees who are required to use a personal vehicle for performance of their duties shall be reimbursed as provided for in the Administrative Procedures or in the Internal Revenue Service mileage rate, whichever is higher.

Approved out-of-area travel shall be reimbursed according to the most economical and reasonably available mode of transportation.

ARTICLE III
HOURS OF WORK & OVERTIME

III.A. WORK PERIODS

III.A.1. Suppression Personnel

Suppression employees who are assigned to work either a Kelly schedule or a 48/96 schedule work an average of 56 hours per week ("56 hour employees").

III.A.1.a. Kelly Schedule

The work period for employees assigned to a Kelly schedule consists of nine (9), twenty-four-hour shifts within a 27 calendar day cycle. Each shift shall begin at 0730 hours and shall end 24 hours later, at 0730 the following morning.

The Kelly schedule shall be suspended while the 48/96 schedule is in place.

III.A.1.b. 48/96 Schedule

Suppression employees shall be regularly scheduled to work a 48/96 schedule, subject to the BFF-COU 48/96 Policy and Objectives (attached hereto as **Appendix C**), including the implementation date.

The work period for employees assigned to the 48/96 work schedule shall be a period of 24 consecutive hours, starting at 0700 hours one day and continuing to 0700 hours the next day. A scheduled rotation will occur after two 24-hour shifts (48 hours), followed by 96 hours off.

III.A.2. Forty (40) Hour Staff Assignment

III.A.2.a. The work period for employees assigned to a 40-hour assignment (40 hr. employees) shall be five (5), eight (8)-hour days (7.5 hours of work and 0.5 hours for lunch) within one (1) calendar week or an alternate work schedule. Employees may be assigned to a 9/80 or a 4/10 work week schedule, or another alternative schedule as approved by the Fire Chief. In order to accommodate both internal and external customer service, 40 hour staff employees may be allowed a flexible start/stop time at the discretion of the Fire Chief. Divisional responsibilities will be the priority in determining an alternative schedule. For the purposes of FLSA compliance, a 7-day work "FLSA cycle", consisting of 53 hours is effective, commencing 0800 hours, April 4, 1986. For the purpose of this section, the words "staff assignment" shall be defined as assignment by the Fire Chief to a 40-hour work week by Personnel Action Form.

III.A.2.b. With the approval of the Fire Chief, employees in Staff Assignments

may work flexible schedules between 0630 and 1830 hours on assigned on- duty days.

- III.A.2.c.** In order to maintain the minimum staffing level in accordance with Article **III.C.6.** an employee in a staff assignment may move his off duty day in order to accommodate hiring.

III.A.3. Conversion of Hours between 56 and 40 Hour Assignments

A conversion factor shall be used when an employee is transferred from a 40-hour assignment to a 56-hour assignment or vice versa to appropriately reflect leave balances. When an employee is transferred from a 40-hour assignment to a 56-hour assignment, all applicable leave balances shall be multiplied by the appropriate conversion factor. A 56-hour employee being transferred to a 40-hour assignment shall have all applicable leave balances divided by the appropriate conversion factor.

III.A.3.a. In-lieu Time: 1.4

III.A.3.b. Sick Leave: 1.5

III.A.3.c. Vacation Leave: 1.8

III.B. ATTENDANCE

- III.B.1.** 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 except in the case of emergency.

- III.B.2.** Absence without prior approval for five (5) consecutive days for 40 hour/week employees or three (3) consecutive shifts for 56 hour/week employees during any calendar year shall, at the discretion of the Fire Chief, be considered an automatic resignation.

- III.B.3.** Employees must be reachable and available if needed by the Fire Chief on a 24/7 basis, unless on vacation, other scheduled time off, or exigent circumstances.

III.C. OVERTIME PAY

III.C.1. Policy

The Personnel Policy of the City of Burbank discourages overtime work. Overtime will not be permitted except in cases of emergency (as defined by the Fire Chief) or when the public health, safety or welfare requires it. The Fire

Chief or his/her designee is responsible for giving prior approval of any overtime to be worked except in case of emergency, and shall make every effort to reschedule work to avoid overtime. Overtime usage will be reviewed by the City Manager or his/her designated representative to determine whether the authorized overtime was due to an emergency or that public health, safety or welfare required it. No employee may work overtime without prior permission of the Fire Chief.

III.C.2. Definition of Overtime Work

Overtime work is work performed in excess of 216 hours in a 27-day cycle for the Kelly schedule or in excess of 192 hours in a 24 day cycle for a 48/96 schedule for suppression personnel, or work performed in excess of 80 hours in a 14-day cycle for employees on a 9/80 schedule, 40 hours in a seven day cycle for employees on a 5/40 schedule, or 40 hours in a seven day cycle for employees on a 4/10 schedule.

III.C.3. Rate - Overtime

At the start of any fiscal year, employees shall elect either "Management Leave" or the overtime option.

III.C.3.a. For those who elect "Management Leave", the following provisions apply. Affected employees shall be granted forty (40) hours of management leave pro-rated on a fiscal year basis. Management leave is designed to replace overtime. Therefore, employees selecting this option will not be subject to restrictions imposed on other employees by the FLSA for overtime. Management leave not taken during the year in which it was credited shall not be added to any leave credited to subsequent years, but an employee may receive payment during the fiscal year for any management leave not taken, subject to the rules and conditions established by the City Manager. Each employee shall receive prior approval from the Fire Chief before using such leave.

III.C.3.b. For those who elect the overtime option, the following provisions apply. Employees shall be compensated for overtime work at the rate of one and one-half (1½) times their regular compensation. The Fire Chief 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.

III.C.3.c. EXCEPTION: Members electing to work overtime as defined by Section III.C.6.

III.C.4. Overtime Pay - Emergency Call In

III.C.4.a. Overtime of an emergency basis will be paid at time and one-half (1½)

at the forty (40) hour rate for overtime prior to or after a shift change. At the start of the next 24 hour shift change the overtime rate will be based on the 56 hour rate. However, if the call-in coincides with the start of a shift change, the overtime will be based on the 56 hour rate.

- III.C.4.b.** When an employee is called back to work after returning home, or is called to work on a day when he/she would normally be off duty, or is called to work on a shift to which he/she is not assigned, he/she shall be paid a minimum of four (4) hours of pay at the Emergency Call In overtime rate even though he/she works less than four (4) hours. Should an employee so called to work recalled after having been released from work he/she will again be paid a minimum of four (4) hours of pay at the overtime rate provided he/she worked at least four (4) hours during the previous call to overtime duty, or four (4) hours had elapsed since the previous call to duty. This section shall not apply to the Minimum Staffing Level (MSL) Hiring Procedure.

III.C.5. Overtime Pay - On Call for Court

Employees who are "on call" during off-duty hours pursuant to a subpoena issued in a court proceeding to employment will carry a beeper or leave a telephone number of their location during the period they are on call. Employees on call for court shall be entitled to compensation as follows:

- III.C.5.a.** Two (2) hours of straight time for the morning, or any portion thereof, and two (2) hours of straight time for the afternoon, or any portion thereof, when any such period falls on an employee's day off or vacation and the employee is required to remain available for call. Compensation shall be at the employee's regular rate of pay.

III.C.5.b. In the event any such employee is directed to attend court at a time falling within any period for which on-call compensation is provided by this section, he/she shall not be entitled to any such compensation for that portion of such period during which he/she was "on call" but shall be entitled to Emergency Call In overtime pay in accordance with **Article III.C.4.**

III.C.6. Overtime Pay - Minimum Staffing Level (MSL)

An employee who elects to be hired under the provisions of the MSL, shall be compensated at one and one-half (1½) times the regular fifty-six (56) hour rate of pay. An employee hired under the MSL shall be paid a minimum of four (4) hours of pay at the fifty-six (56) hour overtime rate.

III.C.7. Time Off With Pay In Lieu of Overtime

Effective December 16, 2007, employees may accumulate in-lieu time to a maximum of 300 hours for 40-hour assignments or 420 hours for 56-hour assignments. However, only employee recall or other overtime mandated by the department may be banked as in-lieu time and only at the discretion and approval of the Fire Chief. All other overtime will be paid.

III.C.8. Overtime Pay - Civil Service Board Meetings

Employees who are called to appear as a witness at a Civil Service Board meeting or other City-approved hearing procedure during off duty hours shall be entitled to overtime pay at one and one-half (1½) times the regular rate of pay at the 40 hour rate. Hours compensated for by this sub-section shall not count as overtime hours on duty. Appellants shall not receive overtime for such time.

III.C.9. Standby Safety Officer

Employees assigned as Standby Safety Officer shall be paid at one and one-half (1½) times the regular rate of pay at the forty (40) hour rate. Time spent on this special detail shall not count as hours worked toward the 216 hours in a 27-day cycle, 80 hours in a 14-day cycle, or 40 hours in a 7-day cycle. At no time shall Standby Safety Officer hours worked be banked as time off in-lieu of compensation.

III.D. LIMIT ON CONSECUTIVE HOURS WORKED

Employees shall be limited to a maximum of 120 consecutive hours of time worked. However, with the Fire Chief's approval, employees may exceed 120 consecutive hours of time worked.

III.E. LIMIT ON OUTSIDE EMPLOYMENT

All off-duty employment must be approved by the Fire Chief.

III.F. PRIORITIZATION OF OVERTIME ASSIGNMENT

Overtime will be assigned based on the number of overtime hours worked in the current six month period (January 1 to June 30 and July 1 to December 31). The employee with the lowest number of hours would be the first to be offered the overtime assignment. The cumulative total hours will be reset at the beginning of each six month period. The reset order will be based on the lowest hours worked during the previous period. The person with the lowest hours will be placed first, second, third, etc.

ARTICLE IV
PAY FOR TIME NOT WORKED

IV.A. HOLIDAYS

IV.A.1. Staff Holidays

IV.A.1.a. Entitlement

The following legal holidays shall be observed:

January 1st, known as "New Year's Day";
Third Monday in January, known as "Martin Luther King Jr. Day";
Third Monday in February, known as "President's 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 "Veteran's Day";
Thursday in November, known as "Thanksgiving Day";
Friday in November, known as the day after "Thanksgiving Day";
December 25th, known as "Christmas Day";
Any other days as may be authorized by resolution of the City Council.

IV.A.1.b. Floating Holidays

IV.A.1.b. (1) Employees shall receive twenty (20) hours floating holidays per year. Four (4) hours holiday shall be used on either Christmas Eve or New Year's Eve. The Fire Chief is responsible for ensuring that at least minimal staffing is maintained. The use of the remaining sixteen (16) hours floating holiday time is subject to approval of the Fire Chief so that appropriate service levels are maintained. Proration of holiday time shall be in accordance with the rules established by the City Manager. Unused floating holidays shall not be carried over from year to year. Payment for unused floating holiday time shall be paid at the end of each fiscal year in accordance with payroll procedures.

IV.A.1.b. (2) When an employee transfers from a 40-hour schedule to a 56-hour schedule, such employee's floating holiday accrual balance upon transfer shall be grandfathered and immediately paid out to the employee. The floating holiday accrual shall cease upon transfer to a 56-hour schedule, and the suppression holiday differential pay shall commence in accordance with **IV.A.2.**

IV.A.1.b. (3) When an employee transfers from a 56-hour schedule to a 40-hour schedule, such employee's suppression holiday differential pay shall immediately cease upon transfer, and such employee will receive pro-rated floating holiday hours as follows:

HOURS REMAINING IN THE FISCAL YEAR	FLOATING HOLIDAY HOURS
2,080	16 hours
1,820 – 2,079	14 hours
1,560 – 1,819	12 hours
1,300 – 1,559	10 hours
1,040 – 1,299	8 hours
780 – 1,039	6 hours
520 – 779	4 hours
260 – 519	2 hours

- IV.A.1.b. (4)** An employee will be compensated at their regular hourly rate for unused floating holiday leave under this section at the end of each fiscal year or upon termination or resignation.

IV.A.1.c. Working on a Holiday

- IV.A.1.c. (1)** If a legal holiday falls on a day on which an employee would normally work, those employees assigned to a 4/10 work schedule shall be entitled to the day off with pay with no additional deduction of vacation, management leave or in-lieu time. If he/she works, he/she shall be entitled to additional compensation as provided in the rule on overtime.

- IV.A.1.c. (2)** If any of the foregoing legal holidays fall on an employee's first or second day off (Saturday or Sunday) the nearest preceding or following working day, respectively, shall be the employee's day off, and the employee shall be entitled to additional compensation as provided in the rule on overtime if he/she works on such day. If any of the foregoing holidays are observed by the City on an employee's 4/10 day off, this shall not be grounds to adjust the holiday for said employee. However, any such affected employee shall be entitled to adjust their 4/10 day off to the nearest preceding or following working day. The specific day off chosen, to compensate for the employees 4/10 day off, shall be agreed upon with the Fire Chief.

- IV.A.1.c. (3)** An employee must be in a pay status on either the day preceding or day following the legal holiday to qualify for compensation for that holiday. An individual must be employed by the City of Burbank on the day of the holiday to qualify for holiday pay.

IV.A.1.d. Minor Holidays

The Fire Marshal and staff personnel shall work four minor holidays per year. The four holidays to be worked shall be designated by the Fire Chief each year. While

ARTICLE IV

so assigned, he/she shall receive, in addition to the regular rate of pay, compensation at the overtime rate.

IV.A.2. Suppression Holiday Differential Pay

Effective July 1, 1995, each employee in fire suppression shall receive a differential each pay period equal to 1/26 of the sum of twelve (12) holidays' compensation for working on a holiday (based on fifty-six {56} hour week). This differential shall be in lieu of the holiday provisions of **IV.A.1.** If a holiday falls on a day on which an employee assigned to fire suppression would normally work, he/she shall work that day without additional compensation.

IV.B. SICK LEAVE

IV.B.1. Use

Sick leave shall not be considered as a right which an employee may use at his/her discretion. Sick leave is intended to provide protection against loss of earnings due to illness or injury. Sick leave shall be allowed only in cases of personal illness or injury, illness in the immediate family or for pre-approved medical or dental appointments. Sick leave may be used if an employee is disabled from a job-incurred injury after exhausting his industrial accident leave.

IV.B.2. Notice

IV.B.2.a. An employee taking sick leave because of personal illness or injury, or illness in the immediate family, shall notify the Fire Chief or his/her designee prior to start of affected shift.

IV.B.2.b. An employee shall make every reasonable effort to schedule medical appointments on his day off. An employee taking sick leave for a medical appointment shall notify the Fire Chief not later than the work day prior to that appointment. It is recognized that, on occasion, emergencies do arise. In such instances, the employee shall notify the Fire Chief as soon as practical prior to such an appointment.

IV.B.3. Sick Leave Revoked

The City Manager shall revoke sick leave if it is determined that the employee is not in compliance with the provisions of **IV.B.2** above.

IV.B.4. Return to Work

IV.B.4.a. Medical Documentation

When an employee is absent more than five (5) consecutive work days on sick leave for 40-hour employees and three (3) consecutive 24-hour shifts for 56-hour employees, the employee upon their return to work shall submit a signed document from their medical provider stating that the absence was medically necessary, and any work restrictions, if applicable. If the employee is given work restrictions by their medical provider upon their return to work,

the employee will be referred to the City of Burbank's ADA Coordinator.

IV.B.5. Sick Leave Without Pay

Sick leave without pay may be granted by the Fire Chief after accumulated sick leave is exhausted. Application must include a physician's statement in writing showing the need and the duration. The City contribution toward an employee's flex plan shall continue at the normal rate for up to three (3) months.

IV.B.6. Sick Leave Accrual

IV.B.6.a. An employee shall be entitled to one (1) day (eight {8} hours for forty {40} hour employees; twelve {12} hours for fifty-six {56} hour employees) of sick leave for each calendar month during which he/she is employed by the City with pay.

IV.B.6.b. Forty (40) hour employees absent without pay in excess of eighty-seven (87) hours (121.33 hours for fifty-six {56} hour employees) in any one (1) month shall not receive sick leave accrual for that same month.

IV.B.6.c. 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 this current rate of pay and work schedule without the inclusion of overtime earnings.

IV.B.7. Compensation for Accrued Sick Leave

Effective June 20, 2015, an employee or employee's estate shall be entitled to receive a cash payout equal to 60% of the value of their accrued unused sick leave credit computed from the last base salary of the employee, including all base monthly special assignment and incentive pay. Payment shall be made as soon as practicable following the occurrence of any of the following events:

IV.B.7.a. Death;

IV.B.7.b. Resigns when eligible for retirement;

IV.B.7.c. Resignation to enter a City elective office without a break in continuity of City service and serves in such office or other City employment until retired under the City's retirement system; or

IV.B.7.d. Lay off because of the abolition of his position or employment or because of absence of funds.

IV.C. VACATION

IV.C.1. Accrual

All full-time affected fifty-six (56) hour/forty (40) hour employees shall accrue vacation as follows:

ARTICLE IV

- IV.C.1.a.** Six (6) twenty-four (24) hour shifts/two (2) calendar weeks per year;
- IV.C.1.b.** Upon the completion of eight (8) years of continuous service, an additional three (3) twenty-four (24) hour shifts/one (1) calendar week shall be added to the allowance currently available and the annual allowance thereafter shall be nine (9) twenty-four (24) hour shifts/three (3) calendar weeks per year;
- IV.C.1.c.** Upon completion of seventeen (17) years of continuous service and each year thereafter, vacation shall be accrued at the rate of twelve (12) twenty-four (24) hour shifts/(4) four calendar weeks per year.
- IV.C.1.d.** Vacation accrued in any current year may be taken in the year in which it is accrued with the consent of the Fire Chief subject to such procedures and limitations as may be specified by the City Manager.
- IV.C.1.e.** Forty (40) hour employees absent without pay in excess of eighty-seven (87) hours (121.33 for 56 hour employees) in any one (1) month shall not receive vacation accrual for that same month.

IV.C.2. Accumulation

The total vacation accumulation shall be limited to the following amount based on years of employment:

Through completion of eight years	432 hours for 56 hour employees 240 hours for 40 hour employees
Beginning of the ninth year through completion of the seventeenth year	648 hours for 56 hour employees 360 hours for 40 hour employees
Beginning of the eighteenth year and over	864 hours for 56 hour employees 480 hours for 40 hour employees

IV.C.3. Vacations - Termination of Employment

Upon resignation, death, or other termination of employment, all vacation accrued to the employee shall be granted and a cash settlement will be made. The employee or his/her estate shall receive 100% of his/her accrued vacation computed from his/her last base salary as an employee, including base monthly salary bonuses.

IV.C.3.a. Buy Back of Accrued Vacation Leave

An employee may cash out, at the straight time rate of pay, up to 72 hours of accrued vacation leave, in increments of 24 hours. The employee must notify the department of the request to cash out vacation prior to November 30th of the year previous to usage. This

ARTICLE IV

request shall be approved by the Fire Chief and the City Manager or designee. Such hours shall be paid on the final payroll warrant of each year.

IV.C.4. Vacation Selection Policy

Vacation selection shall be at the mutual agreement of the unit members, with seniority in rank prevailing in the selection process. Any conflicts will be resolved by the Fire Chief.

IV.D. JURY SERVICE

IV.D.1. Jury Summons

Employees receiving a "Jury Summons" shall notify the Fire Chief within one (1) working day, by presenting a copy of this document. Since the receipt of this notice indicates that no exemption or personal excuse has been granted, the employee will report to jury service as directed by the Court. If the employee is unable to notify the Fire Chief of his jury summons, he/she should report to the Court as instructed and notify the Fire Chief at the earliest possible time.

IV.D.2. Reporting for Jury Service

Upon reporting for actual jury service, the employee shall notify the Jury Supervisor that he/she is a City employee receiving paid jury leave, and file the Certificate of Jury Service, which he/she obtains from the department, with the Jury Supervisor. Upon completion of jury service, the employee shall obtain this form, completed by the Court, and present it to the Department.

IV.D.3. Returning to Duty

IV.D.3.a. Suppression Personnel

IV.D.3.a.(1) If the employee is scheduled to report for jury service the following morning, the employee must report to duty if the employee can be on-duty prior to 1530 hours when released from jury service for the day. The employee shall be released from duty at 1930 hours.

IV.D.3.a.(2) If the employee is not scheduled to report for jury service the following day or is excused from jury service, the employee must report to duty regardless of the time the employee is released from jury service. The employee will work the remainder of the shift.

IV.D.3.b. Forty (40) Hour Personnel

IV.D.3.b.(1) The employee shall report to duty when excused from jury service if the employee can be on-duty prior to 1530 hours of a regularly scheduled day. If the employee cannot be on-duty by 1530 hours the employee shall report to duty on the next regularly scheduled day.

IV.D.4. Compensation for Jury Service

All employees will receive regular pay during time actually lost from work because of

ARTICLE IV

jury service. The term "regular pay" means full pay for regularly scheduled work, which the employee would have received had he not been called to jury service, including shift premium or schedule differentials that would have resulted from regularly scheduled work. All time spent on jury leave must be documented. Employees must account to their departments for any time off for illness or other reasons, while on jury service. Upon completion of jury service, the employee shall obtain and submit to the Administrative Battalion Chief's Office the warrant for jury fees and mileage. The City Treasurer's Office shall cash the warrant and return to the employee that portion of the warrant covering mileage, and jury fees representing jury service performed by the City employee on his regular day off.

IV.D.5. Return from Jury Service

Upon returning from jury service, the employee shall submit the completed Certification of Jury Service to his/her department which will account for all regularly assigned workdays during which the employee was on jury duty. Regularly assigned workdays on which the employee did not report for work or for jury service may not be paid unless covered by sick leave, vacation time, or accumulated overtime, as they would for a normal absence.

IV.E. LEAVE - DEATH IN FAMILY

IV.E.1. Policy

An employee shall be entitled to absent himself from work in the event of the death of a member of his/her immediate family. The City Manager may, at his/her discretion, authorize pay for all or any portion not to exceed three (3) days for 40 hour employees and two (2) shifts for 56 hour employees of such leave, provided a written request for such pay is filed by the employee. Any absence in excess of leave outlined in this policy shall be in accordance with the existing rules.

IV.E.2. Definition - Member of Family

For purpose of this rule the term "member of the immediate family" is limited to:

IV.E.2.a. Any relative by blood or marriage who is residing in the employee's household, or

IV.E.2.b. Parents, step-parents, spouses, registered domestic partner, children, step-children, brother, sister, grandparents, grandchildren, son/daughter-in-law, father/mother-in-law, sister/brother-in-law, grandfather/grandmother-in-law, or responsible guardian or person who has acted in that capacity regardless of place of residence.

IV.F. INDUSTRIAL ACCIDENT LEAVE

If an employee is compelled to be absent from duty on account of any injury or disease which comes under the State of California Workers' Compensation Insurance and Safety Act, he/she shall receive compensation from the City for each such accident as follows: The City will pay full salary for up to one (1) year cumulative for each injury, as mandated per Labor Code 4850. The employee shall

ARTICLE IV

be entitled to all sick leave or vacation benefits while on industrial disability leave. After a one (1) year period temporary disability benefits are paid at the current statutory rate based upon 2/3 of the employee's normal gross salary. The employee may be permitted to take as much of his/her accumulated sick leave or vacation leave which when added to his/her temporary disability indemnity will result in a payment to him/her not to exceed 100% of normal gross salary. Normal gross salary shall include differential pay to which the employee would have otherwise been entitled, however it shall not include any overtime pay.

IV.G. 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 of 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.

IV.H. EMERGENCY LEAVE

An employee may be excused from work without loss of pay for emergencies or special circumstances not covered by this rule. Such leave of absence may be granted by the Fire Chief, not to exceed one (1) day. For longer periods of time, approval of the City Manager is required. Any emergency leaves of absence in excess of fifteen (15) days shall be brought to the attention of the Civil Service Board. Emergency leave may be granted to employees in instances where:

- IV.H.1.** Actual or potential damage to an employee's personal residential property or personal belongings due to natural or civil disasters requires the employee's presence to protect, salvage or restore his/her property to a safe condition;
- IV.H.2.** Death in the immediate family requires more than the three (3) days of death leave (not to exceed two {2} days of emergency leave);
- IV.H.3.** An employee is subpoenaed to appear in court as a witness;
- IV.H.4.** Other emergencies or special circumstances not covered by Civil Service Rule XV requires an employee's absence from work.

IV.I. DAY-OFF EXCHANGES

IV.I.1. Intent

The department recognizes that a fire fighter's unique working arrangement does result in hardships which create a need to provide a means to exchange assignments on a temporary basis with other members of the department. Day-off exchanges shall not be considered a right which an employee may use at

ARTICLE IV

his/her discretion, but shall be allowed only in cases of need which can be shown by the requesting member as necessary and that it will not adversely affect shift and department operations.

IV.I.2. Procedure

- IV.I.2.a.** All exchanges must be requested on Schedule-Change Request forms F-A-2.
- IV.I.2.b.** All requests must be signed and submitted to the Fire Chief for approval at least forty-eight (48) hours prior to the effective date
- IV.I.2.c.** All exchanges must be with eligible Battalion Chiefs.
- IV.I.2.d.** The burden of proof for showing that a day-off exchange is necessary rests with the requesting members. Failure, refusal or inability to provide reasonable and persuasive supporting evidence of need shall result in denial by the Fire Chief.
- IV.I.2.e.** The "day off" and "day worked" in an exchange by members shall be completed as soon as possible so as to limit the impact of the exchange due to future schedule changes and to reduce the record and payroll implications involved.
- IV.I.2.f.** All exchanges must be completed prior to the end of each calendar year.
- IV.I.2.g.** Day-off exchanges "with self" shall be permitted only for extraordinary need and necessity and shall be approved by the Fire Chief.
- IV.I.2.h.** Day-off exchanges "with self" will usually be approved only if a favorable balance of manpower can be shown for both shifts involved or that there is no adverse impact on either shift.
- IV.I.2.i.** Members involved in day-off exchanges are responsible for confirming that all approvals required are finalized before altering their schedules. Members shall not "assume" an exchange is approved.
- IV.I.2.j.** Members who are transferred to different duty assignments, who have one part of an exchange already completed, will have the final part of the exchange designated by the department through the clarification process.
- IV.I.2.k.** Shift transfers which impact trades by any of the affected members, before any part of the trade is effective, shall invalidate the entire trade.

IV.J. RELIGIOUS OBSERVANCES

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

IV.K. TIME OFF FOR MUNICIPAL, COUNTY AND STATE ELECTIONS

Time off will be provided to employees who, as registered voters, do not have time to vote before reporting for work or after finishing work. The employee shall notify the Fire Chief two (2) days prior to the election of his/her need and reason for the time off. The employee may take as much time off as needed, whether it be at the beginning or the end of the day, yet will only be compensated for a maximum of two (2) hours of regular working time. NOTE: In the event a member is hired to work an MSL Overtime (K) in the morning of said election day, the requirement to notify the Fire Chief two days prior shall be waived. However, any time off needed to vote shall be considered time off without pay for said member. Members are encouraged to vote "Absentee" if at all possible, or if they foresee any circumstances which might have a negative impact on manpower for a given shift.

IV.L. TIME OFF FOR CIVIL SERVICE BOARD MEETINGS

Employees shall be granted time off without loss of pay to attend meetings of the Civil Service Board which are scheduled during the employee's regular working hours, if the employee is: president of an employee organization or his/her designee, if the president is unable to attend; chairman of the Civil Service Committee; 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 present because, in the opinion of the Fire Chief the interests of the City are served by having the employee present. Employees may attend Civil Service meetings by notifying the Fire Chief at least twenty-four (24) hours prior to the meeting. As soon as the business for which the employee is attending the meeting is completed, unless otherwise authorized, the employee must return to work. An employee who is called to appear as a witness at a Civil Service Board hearing or other City-approved hearing procedure while off-duty shall receive additional compensation defined in **Article III.C.8**. Appellants shall not receive overtime for such time.

IV.M. LEAVE POLICIES

IV.M.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/she had been eligible to transfer at the time his/her leave of absence was granted.

IV.M.2. Return from Temporary Assignment

ARTICLE IV

Upon the termination of a temporary assignment, a permanent employee shall be returned to his/her permanent position.

IV.M.3. Refusal of Leaves of Absence

IV.M.3.a. No leave of absence shall be granted, and if granted it shall be revoked, where the 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:

IV.M.3.a.(1) Of accepting private employment,

IV.M.3.a.(2) Of enabling employment of a temporary employee to the same position,

IV.M.3.a.(3) Because of political pressure or other improper influence, or,

IV.M.3.a.(4) For a purpose contrary to the good of the service.

IV.M.3.b. 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.

IV.M.4. Leave of Absence Without Pay

The City Manager may grant a leave of absence without pay to any employee, upon recommendation of the Fire Chief. The Fire Chief may grant a leave of absence without pay for a maximum of one (1) calendar week. An employee desiring a leave of absence without pay for three (3) continuous days or more shall file a written request thereof on forms provided by the Management Services Department. The request shall state the title of his/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 Fire Chief's approval of a leave of absence without pay for a continuous period up to a maximum of twenty-four (24) hours, may be reported by noting on the time report.

For any leaves, or combination of leaves within a twelve month period, the City may continue to pay its share of health and life insurance benefits for a maximum of three months in accordance with the **Eligibility for Benefits Administrative Procedure II-39**.

IV.N. 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.

Absence without prior approval for more than five days, with no employee contact,

will be considered an automatic resignation.

IV.O. FAMILY MEDICAL LEAVE

Family medical leave shall be subject to the City's **Administrative Procedure II-23** regarding Maternity Leave, and **Administrative Procedure II-31**, regarding Family Care and Medical Leave.

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

For any leaves, or combination of leaves within a twelve month period, the City may continue to pay its share of health and life insurance benefits for a maximum of three months in accordance with the **Eligibility for Benefits Administrative Procedure II-39**.

ARTICLE V
BENEFITS

V.A. PERS

V.A.1. PERS Employee Contribution

V.A.1.a Effective December 22, 2013, the City ceased paying the 9% employee contribution to the Public Employees Retirement System (PERS) for employees identified by PERS as Classic Members (generally employees who became members of PERS prior to January 1, 2013). Each Classic Member employee shall be responsible for paying the full 9% employee share of PERS contributions, with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 4.14(h)(2).

As a result of and in accordance with the Public Employees' Pension Reform Act (PEPRA), employees identified as New Members by PERS (generally employees who became members of PERS on or after January 1, 2013) are required to pay a member contribution equal to one-half of the normal cost rate. The City shall not pay for any portion of the employee contribution in accordance with Section 7522.30 (c) of the California Government Code. As of the date of this contract, the member contribution for New Members is 10.25% and is subject to change by PERS.

V.A.1.b. In implementing the provisions of this Section, each affected employee shall be obligated to contribute any increase in employee contributions which may hereafter result from any state or federal enactment or action which mandatorily increases the total employee contribution rate above its current level of nine percent (9%) for Classic Members and 10.25% for New Members.

V.A.1.c. Cost Sharing. As permitted by Government Code Section 20516, the City and the BFF-COU agree to share the cost of the employer contribution toward current pension benefits through the following schedule:

Effective the beginning of the pay period immediately following CalPERS approval of the retirement contract amendment, Classic Members shall contribute an amount equal to 1.5% of compensation earnable towards the employer PERS contribution, which is separate from, and in addition to, the 9% employee contribution described in Section **V.A.1.a.** above, for a total contribution of 10.5%

Effective the beginning of the pay period containing July 1, 2020, Classic

Members shall contribute an amount equal to 3.7%, which includes the 1.5% already being paid, of compensation earnable towards the employer PERS contribution, which is separate from, and in addition to, the 9% employee contribution described in Section **V.A.1.a.** above, for a total contribution of 12.7%.

V.A.2. Survivors Benefits

Retirement benefits shall include 1959 Survivor Benefits under Section 21382.4 (Fourth Level) of the California Government Code and Post-Retirement Survivor Allowance to Continue After Remarriage under Section 21266 of the California Government Code. The cost of this benefit will be paid by the employees. To the extent that the safety employees surplus, held at PERS, is available to abate the cost of payment, then this cost will be made from such funds.

V.A.3. Final Compensation

The retirement benefits for each employee identified by PERS as a Classic Member are calculated based upon the employee's highest one year's compensation, pursuant to the provisions of Section 20024.2 of the California Government Code.

For employees who are identified by PERS as New Members, PEPRAs mandates that the final compensation for each employee's retirement benefits be calculated based upon the employee's highest thirty-six months compensation pursuant to the provisions of Section 7522.32 of the California Government Code.

V.A.4. Military Service

Retirement benefits shall include Military Service Credit as Public Service pursuant to the provisions of Section 20930.3, Statutes of 1976, of the California Government Code.

V.A.5. Retirement Formula

Effective July 1, 2003, or as soon thereafter as PERS and Burbank Municipal Code requirements can be satisfied, the retirement benefit shall include Section 21363.1 of the California Government Code to provide safety employees with a 3% @ 55 retirement plan formula. As a result of PEPRAs, effective January 1, 2013, this retirement plan will only be applicable to employees identified by PERS as Classic Members.

Effective January 1, 2013, as a result of PEPRAs, the City is mandated to provide safety employees identified by PERS as New Members with a 2.7% @ 57 retirement plan in accordance with Section 7522.25 (a)(b)(c)(d) of the California Government Code.

V.A.6. Optional Settlement 2 Death Benefit

Effective July 1, 2003, the City shall provide the PERS Pre-Retirement Optional Settlement 2 Death Benefit.

V.B. CITY 125 FLEX BENEFIT PLAN**V.B.1. Monthly Contribution to 125 Flex Benefit Plan**

V.B.1.a. The City will contribute the statutory minimum for employees and retirees under the Public Employees' Medical & Hospital Care Act (PEMHCA).

V.B.1.b. Active employees hired prior to January 1, 2007 will receive a base cafeteria amount of \$556.17 per month, from which contribution for the physical fitness program contribution (**Article VI.F.1.**) will be deducted. The PEMHCA minimum is included in the base cafeteria amount.

V.B.1.c. Active employees hired on or after January 1, 2007 will receive a base cafeteria amount of \$350 per month, from which contribution for the physical fitness program contribution (**Article VI.F.1.**) will be deducted. The PEMHCA minimum is included in the base cafeteria amount.

V.B.1.d. In addition to the \$125 Fringe Benefit contribution as provided for in Section V.B.1.b. and V.B.1.c. above, the City will make additional \$125 contributions towards the cost of medical premiums for eligible employees. The maximum total contribution shall not exceed the amounts shown below. Contributions will be for premium costs only.

**FOR FULL-TIME EMPLOYEES HIRED PRIOR TO 01-01-07
EFFECTIVE DECEMBER 1, 2015**

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	\$ 556.17	\$ 28.83	\$ 585.00
2 PARTY	\$ 556.17	\$ 483.83	\$ 1,040.00
FAMILY	\$ 556.17	\$ 793.83	\$ 1,350.00

**FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER 01-01-07
EFFECTIVE DECEMBER 1, 2015**

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	\$ 350.00	\$ 170.00	\$ 520.00
2 PARTY	\$ 350.00	\$ 690.00	\$ 1,040.00
FAMILY	\$ 350.00	\$ 1,000.00	\$ 1,350.00

**FOR FULL-TIME EMPLOYEES HIRED PRIOR TO 01-01-07
EFFECTIVE DECEMBER 1, 2016**

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	\$ 556.17	\$ 28.83	\$ 585.00
2 PARTY	\$ 556.17	\$ 528.83	\$ 1,085.00
FAMILY	\$ 556.17	\$ 853.83	\$ 1,410.00

**FOR FULL-TIME EMPLOYEES HIRED ON OR AFTER 01-01-07
EFFECTIVE DECEMBER 1, 2016**

PLAN OPTION	CAFETERIA	ADDITIONAL "UP TO" MEDICAL	TOTAL POTENTIAL ALLOWANCE
1 PARTY	\$ 350.00	\$ 205.00	\$ 555.00
2 PARTY	\$ 350.00	\$ 735.00	\$ 1,085.00
FAMILY	\$ 350.00	\$ 1,060.00	\$ 1,410.00

V.B.2. Eligibility for 125 Flex Benefit Plan

All employees must enroll in one of the PERS Health Benefits Program plans, unless they submit to the City both proof of health coverage and sign a health insurance waiver. Employees who fail to complete either requirement shall not be allowed to utilize their flex benefit plan contributions for any other eligible plans. Employees who meet the requirements shall be allowed to utilize their flex benefit plan contributions for any of the eligible plans.

V.B.3. Dental Program

Effective July 1, 2009 dental insurance shall be provided by the City for all employees at no premium cost, not to exceed \$118.00 per month. Spouses and dependents will be covered if economically feasible under the financial provisions of this Section.

V.B.4. Retiree Benefit

Effective July 1997, the City agrees to pay to the BFF-COU \$4,175 once annually for the benefit of retirees. The BFF-COU will administer the application of this benefit for its retirees. The BFF-COU and its retirees are solely responsible for the tax treatment of any payments or reimbursements of such amounts to the retirees.

V.B.5. Post Employment Health Plan

Effective the beginning of the pay period containing July 1, 2016, the City shall contribute, \$150 per month per employee to Nationwide Retirement Solutions for the Post Employment Health Plan (PEHP), which assists employees with

postemployment medical expenses as authorized under Internal Revenue Code § 501 (c) (9). All employees represented by the BFF-COU shall participate. There shall be no individual election by the employee.

Effective December 22, 2013, the City shall make an additional contribution to an individual member's PEHP account. At the time of separation, the additional contribution shall be 100% of all accrued leave payout. Payout of sick leave is equal to 60% of the total value of unused accrued sick leave computed from the employee's last base salary upon the happening of one of the following events:

- V.B.5.1 Resignation when eligible for retirement;
- V.B.5.2 Resignation to enter a City elective office without a break in continuity of City service and serves in such office employment until retired under the City's retirement system;
- V.B.5.3 Upon lay off because of the abolishment of position or employment because of absence of funds.

Effective June 20, 2015, the amount contributed shall increase from 50% to 60% of the total value of the accrued unused sick leave credit. Any such contribution made pursuant to this section shall be in lieu of the cash out of accrued sick leave provided for in Section **IV.B.7. Compensation for Accrued Sick Leave, above.**

V.B.6. 401 (a) Plan

Effective July 1, 2006, each eligible employee will contribute, on a non-elective basis, \$30.00 per month to Nationwide Retirement Solutions 401 (a) Plan. All employees represented by the Union shall participate. There shall be no individual election by the employee. It is agreed that the PEHP and 401(a) Plans are a cooperative agreement between the City and the Union to assist with post-employment medical obligations. The two plans require the contributions of the parties as specified to keep them in effect.

V.C. LIFE AND AD&D INSURANCE

The City will provide a group term life insurance policy to eligible employees in the amount of \$50,000 with a carrier selected by the City. The policy will carry an accidental death and dismemberment (AD&D) rider. The AD&D rider provides a benefit up to \$52,000, subject to the terms and conditions of the policy. This benefit will be provided at no cost to the employees.

In addition, the City will provide up to \$50,000 Accidental Death and Dismemberment (AD&D) insurance subject to the terms and conditions of the City's policy. This benefit will be provided at no cost to the employees.

V.D. UNIFORM ALLOWANCE

V.D.1. Effective the beginning of the pay period containing July 1, 2015, the City will pay a uniform allowance of \$1,000 per year. Payment shall be made to each employee via standard payroll check twice annually as follows:

\$500 will be paid on the first paycheck in December of each year to cover the period of June through November.

\$500 will be paid on the first paycheck in June of each year to cover the period of December through May.

V.D.2. The City shall provide all safety equipment, including but not limited to uniform trousers and safety boots.

V.D.2.a. It is recognized that through the City's bid process, the successful vendor for safety boots may not meet the personal needs of the individual. In said case, where the employee can show that an alternate purchase meets the specifications as put forth by the Fire Chief, the member may make the alternate purchase and receive reimbursement from the City for the cost of the boots up to the City's contract vendor price.

V.E. AFTER HOURS EDUCATION REIMBURSEMENT PROGRAM

Effective July 1, 2015, the City will provide 75% reimbursement up to \$5,000 per fiscal year, with a group cap of \$10,000/year, to employees employed over 30 hours per week for participation in educational programs which provide employees opportunity for personal career development and benefit the City by increasing the technical and managerial competency of its staff. Reimbursable costs include tuition, texts, receipted parking fees, required instructional computer software and foreign language audio tapes, certain materials and fees for courses which are directly related to the employee's present position or promotion within the City. Costs for retained supplies such as paper, pens, pencils and related supplies are not reimbursable. Carryover of unpaid expenses into subsequent years will be allowed. The entire program will be subject to rules established by the City Manager. .

Notwithstanding any provision of the **Education Reimbursement Program 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 75% reimbursement has been fulfilled.

V.F. PROFESSIONAL DEVELOPMENT

V.F.1. Effective the beginning of the pay period containing July 1, 2015, the City shall pay \$525 per year, distributed over 26 pay periods, to all represented

employees for professional development purposes.

V.G. EDUCATIONAL INCENTIVE

V.G.1. The goal of this pay is to encourage employees to further their education during their off-duty time in order to be a more qualified and valuable asset to the City. Effective July 1, 2006, the City shall provide education incentive pay in accordance with the levels listed below to qualified employees upon the successful completion of their recruit academy and submission of the degree, certificate and/or official transcripts. Compensation shall begin the first pay period following the submission. At no time shall units of college credit earned while attending training in an on-duty status and also receiving or having the potential to receive additional compensation for the further education (e.g. paramedic or hazmat school) be used to fulfill the requirements for incentive pay as defined below. The submission of any units of college credit, certificate or degree shall be from an institution of higher learning accredited or recognized through the Office of the State Fire Marshal or the Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities (WASCACSCU) or equivalent accrediting institution for units earned from an institution outside the State of California prior to employment with the City of Burbank. Upon employment with the City of Burbank, all coursework from an institution outside the State of California must be verified classroom participation and accreditation through an organization of the same stature as WASCACSCU. A minimum of fifty percent (50%) of any units of college credit earned and submitted for incentive pay shall be in direct classroom attendance. The remaining fifty percent (50%) may be through an alternate means of learning (i.e. on-line web-based correspondence.) NOTE: Any classes taken through the approved alternate means must have access to an instructor. It is incumbent upon the employee to provide proof of compliance with this section. Any questions pertaining to this pay should be addressed prior to the enrollment in the class, program or school.

V.G.1.a. \$60 per month for thirty (30) units of college credit of which a minimum of twenty-one (21) units shall be fire science/emergency medical courses. The remaining units may be a combination of courses which directly relate to the fire service field (i.e. communication skills, computers, etc.). Completion of Certified Fire Officer or Certified Fire Prevention Officer shall be alternate means of meeting the aforementioned requirement.

V.G.1.b. \$115 per month for an A.A./A.S. degree in fire science or a related field (i.e. emergency medical technician, business administration, computer programming) - OR - sixty (60) units of college credit, of which a minimum of thirty (30) units are in fire science/emergency medical

technician courses.

- V.G.1.c.** Effective the beginning of the pay period immediately following Council adoption of the MOU, the City will pay \$285 per month for completion of the State Fire Marshal's Chief Officer courses to initiate a task book. Employees will be required to provide proof of successful completion of all Chief Officer courses in order to receive this additional pay.
- V.G.1.d.** \$200 per month for a B.A. or B.S. degree.
- V.G.1.e.** \$300 per month for a M.A. or M.S. degree.
- V.G.1.f.** 3% of base pay per month for the completion of the California Incident Command Certification Systems (CICCS) Strike Team Leader courses to initiate a task book. Employees will be required to provide proof of successful completion of all CICCS Strike Team Leader courses in order to receive this additional pay. This additional pay shall be paid in addition to any of the incentives in Sections V.G.1.a. through e.

V.H. BILINGUAL PAY

A bilingual bonus of \$100 per month will be paid to qualified employees who are approved to speak a second language. Payment of the bonus will be subject to the following criteria:

- V.H.1.** The Fire Chief will determine the need for assignment within the department.
- V.H.2.** Individuals desiring to receive the bonus must have their proficiency in a second language evaluated in a manner mutually agreed upon between the City and the Unit.

V.I. SHOOTING PAY

Qualified employees who are assigned responsibility to carry firearms shall receive a monthly shooting bonus as follows:

- | | | |
|---------------|-----------------------------------|-------------------|
| V.I.1. | Qualified as Marksman | \$ 0.00 per month |
| V.I.2. | Qualified as Sharpshooter | \$ 7.00 per month |
| V.I.3. | Qualified as Expert | \$15.00 per month |
| V.I.4. | Qualified as Distinguished Expert | \$30.00 per month |

V.J. EMPLOYEE ASSISTANCE PROGRAM

The City shall provide benefits of an Employee Assistance Program (EAP) at no

premium cost to the affected employees. Any change within benefit levels shall be subject to meet and confer.

V.K. SHORT/LONG TERM DISABILITY

V.K.1. The City shall provide satisfactory short term and long term disability insurance coverage for all employees, at no premium cost to employees.

V.K.1.a. Employees may at their option opt out of the City's Short Term and Long Term Disability Plan and join the Local No. 778 PYI Disability Fund. The City will pay up to \$23.00 per month for the PYI fund premium.

V.L. POST-TRAUMA COUNSELING

Affected employees involved in a traumatic incident shall participate in a minimum of one (1) post-trauma counseling session at City expense.

V.M. PERSONAL EXPOSURE RECORD

The City shall pay to California Professional Fire Fighters an amount not to exceed twenty dollars (\$20.00) per employee per year for the purpose of maintaining a Personal Exposure Record for each affected employee. Employees shall coordinate submission of exposure reports through the department Training Officer.

V.N. SICK LEAVE CONVERSION

On January 1 of each year, an employee may convert up to a maximum of thirty (30) hours (forty-five {45} hours for fifty-six {56} hour employees) accumulated sick leave at fifty percent (50%) cash value for the sole purpose of reimbursing the employee for medical costs not otherwise covered by the employee's medical insurance, accrued during the prior calendar year. This conversion is subject to the following:

V.N.1. Only employees who have served a minimum of two (2) full-time continuous years of service shall be eligible.

V.N.2. Reimbursement shall be made only for medical and hospital costs not otherwise covered by the employee's medical insurance plan which are incurred by the employee and any dependents covered by the employee's medical insurance program. Reimbursement shall not be made for any dental or medical costs not eligible for coverage under the City's medical insurance plan.

V.O. MEDICARE

Effective April 1, 1986, all newly hired employees 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 wage. The deduction and wage requirements are determined by federal regulations. In the event that

ARTICLE V

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.

ARTICLE VI
MISCELLANEOUS

VI.A. PROBATIONARY PERIOD

VI.A.1. One Year Period

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

VI.A.2. Extension 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 an employee to his or her new position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Fire Chief may recommend, and the City Manager may extend, an employee's normal probationary period by a maximum of six (6) months in two (2) month increments.

VI.A.3. Termination of Probationary Appointment

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

VI.A.4. Return of Rejected Probationary Employee to Former Position

An employee rejected during the probationary period from a position to which he/she has been promoted shall be reinstated to the position from which he/she was promoted, unless the employee is discharged for cause as provided in the Civil Service Rules.

VI.A.5. Displacement by Reinstatement of Another to Former Position

Any employee, though he/she may have attained permanent status, who is displaced as a result of another employee's being returned to his or her former position under **VI.A.4.**, or under this paragraph, shall likewise be reinstated to his or her former position. If an employee so affected has permanent status but no former position, he/she shall be placed on the appropriate layoff list.

VI.B. GRIEVANCE PROCEDURE

VI.B.1. Definition of Grievance

VI.B.1.a. A grievance is any complaint or dispute regarding the application of or

ARTICLE VI

Interpretation of this M.O.U., rules, regulations, policies, or procedures relating to wages, hours, or other terms and conditions of employment.

VI.B.2. Procedural Steps

VI.B.2.a. Step One: Not later than five (5) working days after the event giving rise to the grievance, or five (5) working days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must file a written appeal with the Fire Chief. Not more than ten (10) calendar days after receipt of the grievance, the Fire Chief shall meet with the grievant and, if requested, his union representative. The Fire Chief shall give his/her answer to the grievant within ten (10) calendar days of the meeting.

VI.B.2.b. Step Two: If the grievance is not resolved at Step One, the employee, not later than ten (10) calendar days after receipt of the decision of the Fire Chief, may forward the written grievance together with the written decision of the Fire Chief to the Management Services Director who will at the next regular meeting of the Civil Service Board schedule the matter for hearing. The Civil Service Board after hearing the matter will make a recommendation to the City Manager within thirty (30) calendar days. The decision of the City Manager will exhaust this administrative procedure.

VI.B.3. Written Presentation

VI.B.3.a. All grievances presented at Step One of the procedure (**VI.B.2.a.**) shall set forth the following: the material facts giving rise to the grievance; the provisions of this MOU, if any, alleged to have been violated; the names of the aggrieved employee(s); the date; and the remedy sought. The Unit will be provided a photocopy of any grievance filed without Unit representation at the time of the receipt of the Step One written grievance. The written grievance or appeal at each step of this procedure shall be signed and dated by the aggrieved employee or his/her Unit representative. All written answers and decisions by the appropriate City officer shall be signed and dated by that officer.

VI.B.4. Time Limitations

VI.B.4.a. The object of this procedure is rapid resolution of problems in the work place. No grievance or appeal will be accepted beyond the time limits established in this procedure. An employee who fails to timely file a grievance or appeal will be deemed to waive any further grievance or appeal for the event giving rise to the grievance. If a City official fails to respond within the time limits, the employee or the Unit may immediately appeal to the next level. Time limits may only be extended

By mutual written agreement of the Unit and the Fire Chief.

VI.C. DISCIPLINARY PROCEDURE

The efficient operation of the Burbank Fire Department is dependent on a well-disciplined, cohesive organization. The Management and Unit agree that occasions will occur when an employee's performance and/or behavior must be modified in order to insure that the mission of the department is not adversely impacted. Discipline must be fair and consistent in order to positively affect the employee. Ideally, the goal of discipline is to assist the member in reaching his/her full potential.

VI.C.1. Responsibility

VI.C.1.a. It is the responsibility of the Fire Chief and all Chief Officers to maintain discipline and carry out the directives of the department. Any incident or behavior which does not conform to Burbank Fire Department policies, City of Burbank Administrative Procedures, or the Rules of the Civil Service System, City of Burbank, shall be disciplined in the most appropriate manner.

VI.C.2. Investigations

VI.C.2.a. When the Fire Chief observes or is made aware of an incident which may constitute "just cause" for discipline, he/she must first conduct an investigation of same.

VI.C.2.b. The extent of the investigation shall be determined by the complexity of the incident(s) and its perceived severity. If an investigation is appropriate, it shall be conducted in the most expedient manner possible.

VI.C.2.c. If the Fire Chief determines that an interview of an employee could lead to discipline, it is incumbent on the Fire Chief to advise that employee of the following prior to any questioning or the request for a written statement:

VI.C.2.c. (1) The subject of the investigation has the right to have Unit representation present during any and all interviews, interrogations, etc. In the event that representation is not immediately available, a reasonable delay shall be granted to the employee in order to allow the Unit to provide representation.

VI.C.2.c.(2) If the request is for a written statement, the employee may request that the Fire Chief provide a memorandum outlining the information requested.

VI.C.2.c.(3) Any statements (either oral or written) may be used as part of the evidentiary basis for discipline of the employee.

- VI.C.2.c.(4)** Compelling an employee to offer testimony against himself/herself under protest may result in the compromise of testimony in any related criminal proceedings.

VI.C.3. Administration of Discipline

- VI.C.3.a.** Upon the conclusion of an investigation, the Fire Chief shall determine the level of discipline most appropriate. The following constitutes the levels of progressive discipline:

VI.C.3.a.(1) Oral counseling;

VI.C.3.a.(2) Oral reprimand with written documentation (into departmental personnel file);

VI.C.3.a.(3) Written reprimand;

VI.C.3.a.(4) Suspension;

VI.C.3.a.(5) Demotion;

VI.C.3.a.(6) Termination.

VI.C.4. Pre-Disciplinary Hearing

- VI.C.4.a.** Prior to the imposition of discipline, other than oral counseling, the employee shall be served with written notice of the proposed discipline. The notice shall include the level of proposed discipline, the charges, facts supporting the charges, the reasons for severity of the proposed action, and a statement of the employee's right to respond to the charges (see Appendix A).

- VI.C.4.b.** The employee shall be given fourteen (14) calendar days in which to request a hearing or submit a written appeal of the proposed discipline. Upon receipt of the appeal or request for a hearing, the employee shall have the right to review all materials which make up the evidentiary basis of proposed discipline.

- VI.C.4.c.** The Fire Chief shall schedule a hearing within fourteen (14) calendar days or render a decision based on a review of the written appeal within this time frame. The employee shall have the right to representation during the hearing. This hearing shall be informal in nature, with the Fire Chief rendering his decision within fourteen (14) calendar days. The decision shall be in writing, stating the charges, facts supporting the charges, reason for severity, findings, and the imposition, reduction, or dismissal of the disciplinary action. This notice shall include the employee's right to an appeal as set forth in Section VI.C.5., if applicable.

VI.C.5. Appeal of Discipline

VI.C.5.a. Oral counseling and oral reprimand with written documentation may not be appealed.

VI.C.5.b. Employees who wish to appeal the imposition of the final department decision regarding written reprimand, suspension, demotion, or termination may do so by submitting a written request for an appeal hearing to the Fire Chief within fifteen (15) calendar days of the date of service of the written final department decision. For discipline subject to the Formal Hearing Procedure in Article V.C.5.c, this written notice shall serve as the Notice of Defense described in Government Code §11506.

VI.C.5.c. Informal Hearing Procedure - Appeal of the final department decision regarding written reprimand shall be subject to the informal hearing procedure contained in the Administrative Procedure Act (Government Code §§ 14000-11445.60), as required by the Fire Fighters Procedural Bill of Rights. The Fire Chief shall be the presiding officer and their decision on the appeal shall be final.

VI.C.5.d. Formal Hearing Procedure – Appeal of the final department decision regarding suspension, demotion, and termination shall be subject to the formal hearing procedure in the Administrative Procedure Act (Government Code §11500-11529), as required by the Fire Fighters Procedural Bill of Rights. The formal hearing procedure shall be presided over by an Administrative Law Judge, and their determination shall be advisory to the City Manager, whose decision on the appeal shall be final. For the purposes of the formal hearing procedure, the final written decision provided to the employee pursuant to Article V.C.4.c shall serve as the Accusation described in Government Code §§11500, et seq.

VI.D. LAYOFF, DISPLACEMENT AND RECALL

VI.D.1. Purpose

The purpose of this section is to provide a fair and equitable basis for the reduction of personnel when this becomes necessary in the 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.

VI.D.2. Seniority

ARTICLE VI

- VI.D.2.a.** Seniority is defined as the status attained by the length of service in employment for the City of Burbank.
- VI.D.2.b.** Seniority shall accrue based on the most recent 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 reemployment. Seniority shall be reinstated in the case of layoffs where the employee is recalled within three (3) years of date of layoff. Such seniority shall include credits for prior time worked only and will not include any time while on layoff.
- VI.D.2.c.** Seniority shall be implemented in accordance with the provisions as set forth in this Article.
- VI.D.3. Layoff**
- VI.D.3.a.** 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 section.
- VI.D.3.b.** Except as outlined in **VI.D.4.d.**, layoffs should be effected within the department; general displacement of employees across departmental lines shall not be permitted.
- VI.D.3.c.** An employee with unique skills or body of knowledge for the performance of his or her duties, as determined by the Fire Chief 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:
- VI.D.3.c.(1)** 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.
- VI.D.3.c.(2)** 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.
- VI.D.3.c.(3)** Possession of a unique craft, artistic endeavor or professional level skill not available in other City employees.
- VI.D.3.d.** An employee who has been previously appointed to provisional status in a higher classification at time of layoff considerations shall revert back

ARTICLE VI

to his or her permanent classification for purposes of determining his or her layoff.

- VI.D.3.e.** 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.
- VI.D.3.f.** An employee may voluntarily request layoff in lieu of reassignment should his or her seniority be sufficient to be retained on the payroll.
- VI.D.3.g.** An employee on layoff shall be recalled to his or her previous classification based on the minimum qualification requirements which existed at the time of his or her layoff.

VI.D.4. Displacement

- VI.D.4.a.** Except as stated in **VI.D.4.d.**, an employee whose position has been eliminated shall be permitted to transfer to a lower rank within the department. Date of appointment to permanent rank in their present classification shall govern who remains or who is displaced to the next lower rank. A higher ranking officer may only displace a lower ranking officer where the former employee has an earlier date of rank at the lower rank than the latter employee. On taking a lower classification, the employee shall be paid at the highest rate of the lower classification which is not greater than the rate earned prior to the displacement.
- VI.D.4.b.** In such instances as outlined in **VI.D.4.a.**, immediately preceding, employees must meet the minimum qualifications of the newly assigned position.
- VI.D.4.c.** Additionally, an employee must be medically fit to perform the duties of the newly assigned position.
- VI.D.4.d.** 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:
 - VI.D.4.d.(1)** He/she served in that title and in that department where a vacancy or employee with lesser seniority exists, and
 - VI.D.4.d.(2)** The department manager of the department to which the transfer is to be made approves such transfer if said department is any of the following: City Council, City Manager, City Attorney, or Management Services Department.
- VI.D.4.e.** An employee who is reduced in classification shall be returned to his or her

ARTICLE VI

previous higher classification and department when a vacancy occurs within a three (3) 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.

VI.D.4.f. An employee in a provisional status in a 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.

VI.D.4.g. Where three (3) or more employees exist in a classification within a department, the department shall not be required to lose more than fifty percent (50%) of its employees in any given classification through displacement by higher classified, longer seniority employees.

VI.D.4.h. 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 **Civil Service Rule IX. P 1.B.**

VI.D.4.i. 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/she formerly supervised when in a management position.

VI.D.4.j. As used in this section "higher classification" or similar phrases are synonymous and interchangeable.

VI.D.5. Procedure

VI.D.5.a. 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.

VI.D.5.b. An immediate determination should be made as to which positions will be involved and the number of employees to be affected.

VI.D.5.c. 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.

VI.D.5.d. Employees to be affected by a layoff will be given written notice thirty (30) calendar days in advance.

VI.D.5.e. Efforts will begin immediately to relocate affected employees into comparable positions of responsibility and pay or lower rated positions

where practicable as outlined in **VI.D.4.** First priority for filling open positions will be given to affected employees as opposed to other employees or job applicants under consideration.

VI.D.6. Recall

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

VI.D.6.a. Persons on the Recall List shall have absolute rights over regular employment, transfer or reinstatement lists.

VI.D.6.b. 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/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 **V.D.6.c.**

VI.D.6.c. Employees on the Recall List will hold reinstatement rights for a period of three (3) years from date of layoff and be considered for openings as they arise and are determined to be medically fit.

VI.D.6.d. Upon reinstatement, the employee will receive his or her old wage step or if in a lower classification, the step nearest to, but not exceeding the old classification. In addition, if recalled within three (3) years of layoff, previous seniority will be reinstated less any time spent on layoff.

VI.D.6.e. 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 within six (6) months following the layoff.

VI.D.6.f. An employee on layoff status shall be responsible for keeping the City's Personnel Office 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.

VI.D.7. Benefit Considerations

VI.D.7.a. 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 layoff.

VI.D.7.b. For layoffs of thirty (30) days up to three (3) 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 to 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, representative 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 (3) year period and one (1) 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.

VI.D.7.c. For layoffs of three (3) years or more, recall privileges cease at three (2) years.

VI.D.7.d. Any employee recalled following a layoff shall be entitled to receive at least the same level of benefits which he/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.

VI.E. HEALTH AND FITNESS

VI.E.1. Medical Surveillance Procedures

The City shall provide a medical surveillance and monitoring program in compliance to NFPA at no cost to the affected employees. Any change within benefit levels shall be subject to meet and confer.

VI.E.2. Wellness Fitness Program

The Wellness-Fitness Program is designed to follow the directives of the IAFF-IAFC Wellness-Fitness Initiative. To this end, the Department and Union jointly strive to achieve the goals as outlined in the initiative. The parties agree to establish a joint labor/management committee to discuss the option of establishing, in part or in whole, a mandated testing program for the purpose of employee wellness/fitness.

VI.E.2.a. All 56-Hour employees shall participate in the Wellness-Fitness Program and will be allowed one hour and fifteen (15) minutes (normally scheduled from 0730 to 0845) followed by a fifteen (15) minute cleanup period each on-duty shift, to participate in physical fitness activities. Activities during this period shall focus on cardio-vascular, muscular strength and endurance conditioning. Participation in team sports is prohibited during this period. Department business needs will take precedence regarding schedule and employees will be allowed to participate at another mutually agreeable time of the shift if it is not possible to do so during the normally scheduled time. If emergency response(s) significantly interfere with the allotted time, the program period may be extended or rescheduled if time permits.

VI.E.2.b. All 40-Hour staff and special assignment employees shall participate in the Wellness-Fitness Program and will be allowed one hour (normally scheduled from 0630 to 0730) followed by a fifteen (15) minute cleanup period two (2) work days per week to participate in physical fitness activities. The hour shall consist of 30 minutes of off-duty time and 30 minutes of on-duty time. Activities during this period shall focus on cardio-vascular, muscular strength and endurance conditioning. Participation in team sports is prohibited during this period. Department business needs will take precedence when selecting work days to participate in physical fitness activities. Should Department business needs take precedence, employees will be allowed to participate in physical fitness during their allotted meal period.

VI.F. PHYSICAL FITNESS PARTNERSHIP PROGRAM

VI.F.1. In July 1994, the joint Physical Fitness Program was established. The City increased the flex benefit at that time by \$3.00. Each employee agreed, beginning July 1, 1994, to contribute \$6.00 per month from their flex benefit to the Burbank Fire Department Physical Fitness Partnership Program. As such, the \$6.00 contributed to the joint Physical Partnership Program is shared equally by the City and each BFF-COU employee (\$3.00 City and \$3.00 employee contribution for a total of \$6.00 per month). The City agrees to remit to the Union this joint contribution of the employees and the City for the joint Physical Fitness Partnership Program. The City shall provide monthly disbursements of all monies.

VI.F.2. Said funds shall be solely used for the purchase and maintenance of physical fitness supplies and equipment.

VI.G. LIGHT DUTY ASSIGNMENT

Light duty assignment shall be considered in instances where employees are unable to perform the required duties of their current position due to an injury or illness. Said transfer may be made on a temporary basis at the discretion of the Fire Chief. Transfers to said position shall be made in accordance with a medical doctor's recommendation and the City's return to work policy, provided an opening exists within the capabilities of the injured/disabled employee.

VI.H. TRAINING

It is the goal of the Burbank Fire Department and Local No. 778 to provide quality training to its members. In order to achieve this goal, both parties recognize the need to augment departmental training programs with off-duty classroom instruction. The parties hereby agree to the following:

VI.H.1. The Fire Department may make the BFD Training Center available to the Unit with the approval of the Fire Chief at no cost, for the purpose of providing fire science education. Reservation of the Training Center shall be scheduled through the appropriate department officer. Such use shall not be unreasonably denied.

VI.H.2. All costs associated with the provision of instructors, accreditation, materials, etc., shall be the responsibility of the Unit. This shall not preclude the Unit from charging students appropriate fees to defray the cost of training.

VI.H.3. The Unit shall have the option to invite fire fighters from other departments to said training.

VI.H.4. The Unit shall certify the City as an "additional insured" through their provider for all usage of the Training Center. The Unit shall provide a copy of said active policy to the Risk Manager of the City of Burbank.

VI.I. MOU COPIES

The City will provide to the BFF-COU, at no cost, at least twelve (12) printed copies and two (2) electronic copies of this collective bargaining agreement. The printed copies will be 8½ inches by 11 inches.

VI.J. NOTIFICATION OF UNION

In the interest of meeting the needs of Burbank Fire Department members, active and retired, the City of Burbank and the Burbank Fire Fighters - Chief Officers' Unit, Local No. 778, mutually agree on the following:

VI.J.1. In the event of an active member's on-duty or off-duty illness or injury

ARTICLE VI

which requires said member's hospitalization, the officer in charge will attempt to contact the President, or his/her designee, to coordinate with the Fire Department Administration to best meet the immediate needs of the involved Firefighter and his/her family. This policy shall also be applicable in the event of a Firefighter's death.

VI.J.2. The President or unit Chairman shall be notified of all "Code 20" incidents within the Verdugo Fire System.

VI.J.3. Local 778, upon confirmation of a retired member's injury, illness or death, shall contact the Fire Department Administration as soon as possible. During normal business hours, the Unit President, or his/her designee, shall contact the Administrative Battalion Chief. At all other times, the Line Battalion Chief shall be contacted. Upon notification, both parties will work together to meet the immediate needs of the retired Firefighter and his/her family.

VI.J.3.a. This policy shall in no way place any financial obligation upon either party beyond their normal scope of responsibility.

VI.J.3.a.1. Failure on the part of either party to adhere to this policy shall not be remedied through the grievance process during the term of this contract. Both parties agree that the intent of this policy is solely to aid the Burbank Firefighter and his/her family during a time of great need.

VI.K. COMMON MEAL SITE CONTRIBUTION

Employees are required by the Burbank Fire Department to contribute financially to congregate meals in the fire station at a charge equal to the value of the meals, irrespective of whether the employee chooses to eat the meal. An employee with a medical related dietary requirement or substantiated dietary custom due to religious beliefs shall be excused from this policy.

VI.L. NEPOTISM POLICY

Employees will be subject to the **Employment of Relatives Administrative Procedure II-53.**

VI.M SCORING OF PROMOTIONAL EXAMINATIONS

The City of Burbank's Civil Service Rule V, Subsections 3. and 4 shall not be applied to the scoring of promotional examinations for the position of Fire Battalion Chief.

APPENDIX A

Date

Name of Employee

Address of Employee

City, State, Zip Code

SUBJECT: NOTICE OF PROPOSED (SPECIFY TYPE OF DISCIPLINARY ACTION)

This letter is to notify you of proposed action to *(type & length of disciplinary action)* from your position of *(classification)* with the City of Burbank. Your proposed *(type of disciplinary action)* will be effective no sooner than *(date of disciplinary action will start)*.

The following constitutes the charges and grounds upon which this proposed *(type of disciplinary action)* is based:

1.CHARGES:

Violation of *(the applicable MOU articles and sections, Civil Service Rules and/or Administrative Policies)*.

A.

Quote the language for the specified MOU articles and sections, Civil Services Rules and/or Administrative Policies.

B.

2.GROUNDS:

A.

State the detailed and specific incidents that resulted in this proposed disciplinary action.

B.

3.REASONS FOR SEVERITY OF ACTION:

A.

State the detailed and specific incidents and prior disciplinary action, if any, that lead to the proposed level of this disciplinary action.

B.

4. RIGHT TO RESPOND:

All written material, reports and documents which constitute the evidentiary basis of the charges are included with this letter for your review.

If you wish to review, inspect or make additional copies any of these items prior to the date of the pre-disciplinary meeting, you may contact *(name)* at the *(place/office)* in the City of Burbank.

YOU ARE FURTHER NOTIFIED OF YOUR RIGHT TO RESPOND TO THE CHARGES ORALLY OR IN WRITING. If you choose to respond you must do so by *(date)*, *(time)*. If you wish to respond orally, you may make an appointment to see *(name/title)* by calling *(phone number)*.

FAILURE TO RESPOND SHALL BE DEEMED A WAIVER OF YOUR RIGHT TO RESPOND PRIOR TO IMPOSITION OF SAID DISCIPLINE.

Fire Chief

A COPY OF THE FOREGOING NOTICE WAS
PERSONALLY SERVED/MAILED CERTIFIED TO

 (Name)
THIS (Day) DAY OF (Month/Year)

 (Signature of Server)

cc: *Personnel Department*



___ **REVIEWED CITY ATTORNEY OFFICE**

___ **REVIEWED PERSONNEL DEPARTMENT**

APPENDIX B

Date

Name of Employee

Address of Employee

City, State, Zip Code

SUBJECT: NOTICE OF (SPECIFY TYPE OF DISCIPLINARY ACTION)

In a letter sent to you on *(date of previous proposed notice)*, you were informed of a proposed *(type & length of disciplinary action)* from your position of *(name of classification)*.

The following constitutes the charges and grounds upon which this *(type of disciplinary action)* is based:

1.CHARGES:

Violation of *(the applicable MOU articles and sections, Civil Service Rules and/or Administrative Policies)*.

A.

Quote the language for the specified MOU articles and sections, Civil Services Rules and/or Administrative Policies.

B.

2.GROUNDS:

A.

State the detailed and specific incidents that resulted in this proposed disciplinary action.

B.

3.REASONS FOR SEVERITY OF ACTION:

A.

State the detailed and specific incidents and prior disciplinary action, if any, that lead to the proposed level of this disciplinary action.

B.

4. REVIEW OF ACTION:

You responded to this letter by meeting with me on *(date of meeting/or response)* to discuss this action. After carefully reviewing your *(oral/written)* response and all relevant material, I have concluded that the charges and grounds are *(state decision regarding evidence presented, e.g. correct, incorrect in part, unsupported, etc.)*. I am informing you that *(state the decision regarding the pending discipline, e.g. type and length of disciplinary previously proposed, type and length of modified disciplinary action, or no disciplinary action, etc.)* effective *(date of action)*.

5. RIGHT TO APPEAL:

Within ten (10) calendar days of this notification, you have a right to file an appeal before the Civil Service Board pursuant to Article VI.B.2.b. of the BFF-COU MOU.

FAILURE TO FILE SHALL BE DEEMED A WAIVER OF YOUR RIGHT OF APPEAL.

Fire Chief

A COPY OF THE FOREGOING NOTICE WAS
PERSONALLY SERVED/MAILED CERTIFIED TO

 (Name)
THIS (Day) DAY OF (Month/Year)

 (Signature of Server)

cc: Personnel Department



 REVIEWED CITY ATTORNEY OFFICE

 REVIEWED PERSONNEL DEPARTMENT

APPENDIX C
BFF-COU 48/96 POLICY AND OBJECTIVES

1. Affected Employees

This agreement will apply to Fire Suppression employees on a 24-hour shift schedule.

2. Effective Date

The new 48/96 work schedule went into effect on July 1, 2018, and will continue for a trial period ending on January 1, 2020.

3. Work Period

The work period will be defined as a 24-day work period in order to accommodate the 48/96 work schedule. Overtime will be paid in accordance with Section III.C of the MOU, as applicable to a 24-day work period.

4. Description of 48/96 Work Schedule

A duty shift will be a period of two (2) twelve (12) hour workdays worked consecutively in a 24 hour period, beginning at 0700 hours one day and continuing to 0700 hours the next day. A scheduled rotation will occur after two 24-hour shifts (48 hours), followed by 96 hours off.

5. Trial Period

The City may extend the trial period for any reason. Either the City or the Association may terminate the 48/96 work schedule at any time for any reason during the trial period. To that end, the parties shall have the following responsibilities:

- (a) The party requesting to extend the trial period or terminate the 48/96 work schedule (hereinafter "extend/terminate") shall provide the other party a written notice of the intent to do so at least 60 days prior to issuing a final decision to extend/terminate the 48/96 work schedule.
- (b) The party requesting to extend/terminate the 48/96 work schedule shall also include in the written notice the reasons for extension/termination of the 48/96 work schedule.
- (c) The parties shall meet within 30 days of the notice referred in subsection 5(a) above to determine whether the reason(s) given for the proposed action can be resolved to the mutual satisfaction of the parties.
- (d) No sooner than 30 days following the meeting, the requesting party shall notify the other party of the final decision to extend/terminate the 48/96 work schedule if extension/termination is still desired. If notice of termination is given, the City will make every effort to revert to the previous Kelly work schedule as soon as possible, but no later than one calendar year beginning from the date of such written notice.

If neither party exercises the right to extend/terminate the schedule under this section, the 48/96 schedule will continue after the end of the trial period, subject to the termination options provided in Section 6 below.

6. Termination of 48/96 Schedule

The City may, at its sole option, terminate the 48/96 work schedule for the following reasons: (i) failure to meet the objectives of the 48/96 work schedule set forth in Section 11 below; (ii) negative trends in the measurable objectives set forth in Section 11 below; and/or (iii) operational difficulties and/or challenges as identified by the Fire Chief.

- (a) No less than 60 days prior to issuing a termination notice, the City will contact the Association to meet and discuss the challenges identified with the 48/96 work schedule with the intent to determine whether the issues can be resolved. No sooner than 30 days following the meeting, if the issues are not resolved to the City's satisfaction in its sole discretion, the City will notify the Association of its final decision to terminate the 48/96 work schedule.
- (b) In addition, the Association may request to terminate the 48/96 schedule. Upon receipt of the Association's request to terminate the 48/96 schedule, the parties will meet and confer regarding the Association's request.
- (c) Written notice of termination will be submitted to the other party. The City will make every effort to revert to the previous Kelly work schedule as soon as possible, but no later than one calendar year beginning from the date of such written notice.

7. Emergency Backfill

In an effort to preserve coverage in emergency situations, it shall be the responsibility of the BFF-COU to ensure that emergency backfill of responding resources occurs within 60 minutes of the initial dispatch notice. It is the intent of this policy to ensure the roster is filled within 60 minutes, not to require employees to arrive within 60 minutes. To support this effort, the City shall utilize all available resources, including mass text message notification and making phone calls from an identifiable phone number.

8. Holiday Black-Out Period

Effective July 1, 2018 (the date the 48/96 schedule was implemented), all employees, regardless of seniority, will be subject to a "holiday black-out period" wherein vacation time off will be restricted to Tier 2 Vacation Leave on Thanksgiving Day, Christmas Eve, and Christmas Day.

9. Maximum Continuous Duty

The maximum allowable continuous duty hours are capped at 120 hours (mandatory and/or voluntary), with a minimum 6-hour period thereafter before the employee returns to any duty. An exception to the maximum continuous duty hours may be

approved by the Fire Chief or his/her designee in their sole discretion for off-district assignments through mutual aid or unusual circumstances, such as a local disaster.

10. Minimum Time Off

Tier 2 vacation, holiday, sick leave, and in lieu time may be scheduled in a minimum of 4 hour blocks, and Tier 1 vacation must be taken in 24 hour shifts, except as required by state, local, or federal law.

11. 48/96 Schedule Objectives

It shall be the goal of the 48/96 schedule to increase productivity and training opportunities, enhance employee morale and job satisfaction, and maintain continuity of assignments without negative impacts on the fire service or City, including, but not limited to, the following areas:

- Sick leave use
- Number of injuries/Workers' Compensation claims
- Number of vehicle accidents
- Training hours completed
- Number of fire inspections performed
- Overtime cost
- Emergency backfill

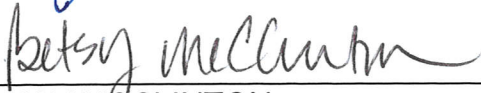
12. The Fire Chief or designee may exercise the authority granted to the City herein.

In witness whereof, the parties hereto have caused their authorized representatives to execute this Memorandum of Understanding on this date effective since June 30, 2019, and as provided herein.

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



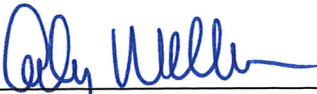
JUSTIN HESS
Acting City Manager



BETSY MCCLINTON
Management Service Director



SARAB S. KHALSA
Human Resources Manager



ANELY WILLIAMS
Senior Administrative Analyst

**ON BEHALF OF THE
BURBANK FIRE FIGHTERS
CHIEF OFFICERS' UNIT:**



DANNY ALVAREZ
President



MARK HATCH
Vice President

INDEX

A

ADVANCE IN SALARY UPON PROMOTION	8
AFTER HOURS EDUCATION REIMBURSEMENT PROGRAM	33
APPEALS	9
ATTENDANCE	11

B

BILINGUAL PAY	35
BULLETIN BOARDS	2

C

CITY RIGHTS	1
CIVIL SERVICE BOARD MEETINGS	14, 25
COMMON MEAL SITE CONTRIBUTION	50

D

DEATH IN FAMILY	22
DENTAL PROGRAM	31
DISABILITY INSURANCE	36
DISCIPLINARY PROCEDURE	40-42
DISPLACEMENT	38, 42, 44-46
DUES DEDUCTION	4

E

EDUCATIONAL INCENTIVE	34
ELECTIONS	25
EMERGENCY CALL IN	12
EMERGENCY LEAVE	23
EMPLOYEE ASSISTANCE PROGRAM (EAP)	35

F

FAILURE TO PERFORM EMPLOYEE EVALUATIONS	8
FAMILY MEDICAL LEAVE	27
FLEX BENEFIT PLAN	30
FLOATING HOLIDAYS	16

G

GRIEVANCE PROCEDURE	38-40
---------------------------	-------

H

HEALTH AND FITNESS	47
HOLIDAYS	16

I

INDUSTRIAL ACCIDENT LEAVE	22
---------------------------------	----

INDEX

J

JURY SERVICE	21
--------------------	----

L

LAYOFF	42, 43–44
LEAVE OF ABSENCE WITHOUT PAY	26
LEAVE POLICIES.....	25
LIFE INSURANCE	32
LIMIT ON CONSECUTIVE HOURS WORKED	14
LOCKOUTS.....	4
LONG TERM DISABILITY INSURANCE	SEE DISABILITY INSURANCE

M

MAINTENANCE OF EXISTING BENEFITS	5
MANAGEMENT LEAVE	12
MEDICARE.....	36
MERIT PAY PLAN	9
MILEAGE REIMBURSEMENT	9
MILITARY LEAVE.....	23
MILITARY SERVICE.....	29
MOVEMENT THROUGH THE SALARY RANGE.....	8
MUTUAL PLEDGE OF ACCORD	1

N

NEPOTISM POLICY	50
NON-DISCRIMINATION	1
NOTIFICATION OF UNION	49

O

ON CALL FOR COURT	13
OVERTIME PAY.....	11–14

P

PAY FOR UNIT BUSINESS.....	2
PERS	28
PERSONAL EXPOSURE RECORD	36
PERSONNEL FILES.....	3
PHYSICAL FITNESS PARTNERSHIP PROGRAM.....	48
POST EMPLOYMENT HEALTH PLAN (PEHP)	31
PROBATIONARY PERIOD	38
PROFESSIONAL DEVELOPMENT	33
PROMOTION	8, 38

R

RECALL	42, 46–47
RECOGNITION	1
RELIGIOUS OBSERVANCES	25

INDEX

RETIREEES	31
RETIREMENT SAVINGS PLAN - 401(A).....	32
RETURN TO WORK.....	18

S

SAFETY	2
SALARY PLAN	8
SAVINGS CLAUSE.....	5
SCORING OF PROMOTIONAL EXAMINATIONS	50
SENIORITY	42
SHOOTING PAY	35
SHORT TERM DISABILITY INSURANCE	SEE DISABILITY INSURANCE
SICK LEAVE.....	18
SICK LEAVE ACCRUAL.....	19
SICK LEAVE CONVERSION.....	36
SICK LEAVE WITHOUT PAY	19
STANDBY SAFETY OFFICER	14
STRIKES	4
SURVIVORS BENEFITS	29

T

TERM OF AGREEMENT	5
TIME OFF WITH PAY IN LIEU OF OVERTIME	14
TRAINING CENTER.....	49

U

UNAUTHORIZED ABSENCE	26
UNIFORM ALLOWANCE.....	33
UNIT ACCESS	2
UNIT RIGHTS.....	2

V

VACATION	19–21
----------------	-------

W

WORK PERIODS	10
WORKERS' COMPENSATION.....	SEE INDUSTRIAL ACCIDENT LEAVE
WORKING ON A HOLIDAY	17