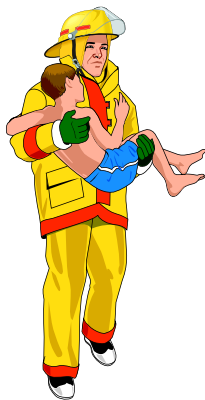




Memorandum of Understanding between the City of Burbank and the Burbank Fire Fighters

International Association of Fire Fighters
Local No. 778



April 8, 2018 through June 30, 2018

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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 AFL-CIO, CLC ("Union"), is the recognized employee organization for all personnel ("employees") employed by the City of Burbank ("City") in the classifications of Fire Fighter, Fire Engineer, Deputy Fire Marshal and Fire Captain.

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 Union 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 Union 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, political or labor affiliation. Any violation of this provision by the City shall be subject to immediate correction; any violation by the Union 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. UNION RIGHTS

I.E.1. Union Access

Duly authorized representatives of the Union 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 is not limited to Fire Stations, drill grounds, and emergency scenes.

I.E.2. Pay For Union Business

Employees, as designated by the President of the Union who are engaged in official Union Business related to cohesive labor-relations with the City, will be allowed time off without loss of pay, including any applicable Fair Labor Standards Act (FLSA) compensation from regular scheduled duty to attend any scheduled meeting, community event, training, convention or seminar. 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 periods (off-duty).

I.E.2.a. It shall be the responsibility of the Union President to properly inform and request the use of this "Union Leave" through the Fire Chief. Except in the case of exigent circumstances relating to the provision of essential services to the City of Burbank, the leave shall be granted.

I.E.2.b. The Union shall have an aggregate of 1456 hours (56 hour schedule) or 1040 hours (40 hour schedule) during a two year period of time. This two year cycle shall commence effective July 1, 2009. This cycle is in recognition of the "bi-annual" nature of many officially sanctioned Union conventions, training seminars, etc. It shall be the responsibility of the Union to maintain an accurate accounting of the hours utilized under this section.

I.E.2.c. It is acknowledged that due to the employees' unique work schedule, a significant amount of time spent with representatives of the City negotiating, attending committee meetings, etc. are performed without pay in an off-duty status. Therefore, if a Union-designated representative is participating in an activity at the behest of the City and the Union representative is able to respond to an emergency, the time spent in said activity shall not count against the aggregate hours total.

I.E.2.d. At no time shall the Union Leave be utilized for political purposes.

I.E.3. Bulletin Boards

Bulletin boards shall be furnished by the City for the use of the Union 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 Union:

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

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

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

I.E.3.d. Notices of any other type not listed above shall first be approved by an appropriate supervisor before they are posted.

I.F. SAFETY

I.F.1. Commitment

The City and the Union 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 employees to act on recognition of the fact that their primary responsibility 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, employees shall exercise proper precautionary measures to avoid injuries to self or others.

I.F.2.b. Employees 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 employees 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 raising the 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 (1) "at-large" employee of the department, appointed by the Fire Chief.

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 Article 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:

I.F.3.b. (1) Reviewing all accident reports, Post Incident Analyses (F-T-7), and all departmental safety bulletins.

I.F.3.b. (2) Seeking positive motivation for accident awareness and prevention.

I.F.3.b. (3) Providing recommendations for the purchase and maintenance of all health and safety related items.

I.F.3.b. (4) Providing recommendations to the Physical Fitness Committee as appropriate to promote wellness and reduced work-related injuries.

I.F.3.b. (5) Publishing the Safety committee meeting minutes signed by the Chairperson and Recording Secretary.

I.G. ACCESS TO PERSONNEL RECORDS

Employees shall have reasonable access to their official personnel and medical files. Employees desiring to review the content of their file(s) may do so by arranging an appointment with the Employee Relations Division. A representative of the Employee Relations Division 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 a representative of the Fire Department.

I.H. DUES DEDUCTIONS

I.H.a. Union Dues

The City shall deduct and remit monthly to the Union, dues required of such employees as certified by a duly authorized representative of the Union, 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 Union dues for any month in which employee's, during their last full pay period, receives, after legal deductions, pay less than the amount of such dues. In addition, the Union 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.

I.H.b. Firefighter's Club Dues

The City shall deduct and remit monthly to the Firefighters' Club, dues required of such employees as certified by a duly authorized representative of the Firefighters' Club. Participation in the Firefighters' 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 Union; 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 Union fails to exercise good faith in halting the work interruption, the Union 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, however, in the event that planned operational changes in the delivery of EMS services are to be implemented that may impact working conditions or compensation, the Fire Department and union agree to negotiate the impact of these changes during the term of the MOU.

I.J.3. No agreement, alteration, understanding, variation, waiver or modification of 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 Memorandum of Understanding may also be covered by the Fair Labor Standards Act of 1938, as amended 29 U.S.C. Section 201, et seq. (FLSA). The parties further understand that a memorandum dated May 19, 1986 from Curtis V. Reynolds, Fire Chief, to All Members of the Burbank Fire Department, shall serve as the City's compliance document under FLSA. Such memorandum is incorporated into this document. 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 employees covered due to legislation or judicial action(s) the conditions set forth in this Memorandum of Understanding 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.

I.L. MAINTENANCE OF EXISTING BENEFITS

Except as provided in this MOU, wages, hours, working conditions, other terms and conditions 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 April 8, 2018, and shall continue in effect until June 30, 2018.

Further, in the event the City and BFF negotiate and agree to retroactive wage increases, such retroactive payments will not be determined by recalculating each individual BFF member's pay for each pay period during the agreed upon retroactive time period. Each employee shall instead receive a payment equal to the percentage wage increase due to their title applied to the amount of base wage, and any additional earnings calculated on base wage, earned during the agreed upon retroactive time period.

The City and BFF agree the procedure to calculate retroactive payments set forth above will closely approximate the retroactive payments due to employees rather than exactly calculate the payments. The City and BFF agree this procedure significantly shortens the time needed to calculate retroactive payments, which benefits BFF members, and also significantly reduces the City's administrative effort expended in calculating the payments, which benefits the City.

ARTICLE II
PAY FOR TIME WORKED

II.A. WORK PERIODS

II.A.1. 56-Hour Suppression Assignment

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").

II.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 "FLSA cycle". Each shift shall begin at 0730 hours and shall end 24 hours later, at 0730 the following morning. For the purposes of FLSA compliance, a 27 day work "FLSA cycle", consisting of 204 hours is effective, commencing 0730 hours, April 14, 1986.

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

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

Suppression employees shall be regularly scheduled to work a 48/96 schedule, subject to the BFF 48/96 Policy and Objectives (attached hereto as Exhibit B), 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.

II.A.2. 40-Hour Staff Assignment

The work period for employees assigned to a 40-hour staff 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. 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 14, 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.

II.A.3. 40-Hour Special Assignment

The work period for employees temporarily assigned to a 40-hour Special Assignment (56 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. In order to accommodate both internal and external customer service, 40 hour Special Assignment 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 payroll purposes, said employee shall remain on a 56-hour work week. For the purpose of FLSA compliance, a 27-day work "FLSA cycle",

consisting of 204 hours is effective, commencing 0730 hours, April 14, 1986.

II.A.4. 40-Hour Special Assignment - Fire Fighter Recruit

Employees assigned as a Fire Fighter Recruit shall receive pay at 90% of the first step of the Firefighter position, exclusive of all special assignment and incentive pays and shall be unrepresented until completion of the recruit academy. Upon successful completion of the recruit academy, employees shall receive representation and compensation in accordance with the provisions of this MOU.

II.A.5. Limit on Consecutive Hours Worked

Affected employees shall be limited to a maximum of 120 consecutive hours of time worked followed by a minimum of 6 hours off-duty time. Exception: The Fire Chief may authorize an extension of the consecutive hours worked for employees deployed or as a result of deployment under State or Federal Mutual Aid.

II.A.6. Limit on Outside Employment

The FLSA defines certain kinds of work performed by off-duty employees for other employers as "Joint Employment" under conditions where the work is of a similar nature or skill to that performed on duty. Current department policies requiring all off-duty employment to be approved by the Fire Chief will be strictly enforced to insure that joint employment situations do not arise. All employees are hereby prohibited from knowingly accepting or performing any work which might pose a conflict with provisions of FLSA without prior approval of the Fire Chief or authorized representative.

II.A.7. 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.

II.A.7.a. In-lieu Time: 1.4

II.A.7.b. Sick Leave: 1.5

II.A.7.c. Vacation Leave: 1.8

II.B. ATTENDANCE

II.B.1. Employees shall be in attendance at their assignment during the regular hours of work (on duty) and shall not absent themselves while on duty for any reason without the prior approval of the Fire Chief except in the case of emergency.

II.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.

II.C. WAGE PLAN

II.C.1. Thirteen-Step Range

Wage ranges for employees in the Union represented classifications shall be expressed in a thirteen-step wage range.

There shall be a difference of two and one-half percent (2.5%) between steps.

II.C.2. Movement Through the Wage Range

Affected employees below the thirteenth step of the wage range shall be considered for wage adjustment on an annual basis and may receive an adjustment of up to three (3) steps within a year. The Fire Chief shall have the authority to grant step increases. Initial adjustments for employees at step one of an affected classification shall be made effective on the sixth month of service if the employee's performance at the six month period is satisfactory. Subsequent adjustments shall be considered annually thereafter. Wage adjustments due shall be made effective on the first day of the next pay period after the employee's anniversary date. Increases within the wage range shall be based upon satisfactory job performance as documented by performance evaluation. The Fire Chief shall have the authority to grant wage adjustments more than once annually only to the extent that an employee not exceed an increase of three steps within a one year period. The standard adjustment for satisfactory job performance shall be two steps. For the purpose of wage adjustment considerations, employees shall be evaluated annually and may be evaluated on a more frequent basis at the Fire Chief's discretion, not to exceed one evaluation every three months. The performance evaluation shall be conducted on forms agreed upon between the City and the Union.

II.C.3. Failure to Perform Employee Evaluations

Performance evaluations shall be completed by the employee's supervisor, subject to review by the Fire Chief, no less than annually, prior to the employee's anniversary of the employment or promotion date. Failure to complete an evaluation on time will result in an automatic two step advancement, not to exceed top step.

II.C.4. Advance in Wage Upon Promotion

II.C.4.a. When an employee is advanced from one rank to another, the employee is to be advanced to the next higher wage and the seniority held in the rank and step from which advanced is to be carried forward to the new rank. The step seniority carried forward is not to exceed twelve (12) months. When an employee has been at top step for one year or longer and is advanced to another title, the employee is to be advanced to the next higher wage plus two steps.

II.C.4.b. An employee assigned supervisory responsibility shall be compensated at a step, which is at least five percent (5%), above the wage step of the highest said employee supervised. Special assignment or incentive pays shall not be considered in setting supervisory pay.

II.C.5. Denial of Step Increase

An employee who receives two consecutive overall below satisfactory performance evaluation ratings shall not be advanced to the next wage step and shall be notified in writing of such denial. An employee who has had a step increase denied shall be reconsidered for a future wage increase no later than six months following the denial. Any increase shall be based on satisfactory job performance.

II.C.6. Appeals

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

II.D. WAGE

II.D.1. Adjustments

There shall be no wage increases for the term of this agreement.

II.E. OVERTIME PAY

II.E.1. Policy

The Personnel Policy of the City of Burbank discourages overtime work. Overtime will not be permitted except in cases of emergency (as determined by the Fire Chief) or when the public health, safety or welfare requires it. The Fire Chief or authorized representative 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 designated representative to determine whether the authorized overtime was due to an emergency or that public health, safety or welfare required it. No employee subject to provisions of the FLSA may work overtime without prior permission of the Fire Chief or authorized representative. Employees assigned to a Kelly schedule may not begin their tour of duty prior to 0730 hours of the shift to be worked and may not work past 0730 hours the following morning without prior authorization. Employees assigned to a 48/96 schedule may not begin their tour of duty prior to 0700 hours of the shift to be worked and may not work past 0700 hours 48 hours later without prior authorization.

II.E.2. Definition of FLSA Overtime

Overtime is hours on-duty in excess of 182 hours in a 24-day "FLSA cycle" for 48/96 employees, 204 hours in a 27-day "FLSA cycle" for employees assigned to a Kelly schedule, or hours on-duty in excess of 53 hours in a seven-day "FLSA cycle" for 40-hour employees.

II.E.3. Overtime Payment Schedule

Overtime will be paid every pay period; however, the pay period following the end of each 27-day "FLSA cycle" for a Kelly schedule or 24-day "FLSA cycle" for a 48/96 schedule will be used as a reconciliation check to make sure that all proper overtime payments have been made in accordance with the FLSA. In the event that an employee uses sick leave while scheduled on the "shift on-duty" portion of a trade, said employee shall have their overtime compensation adjusted as soon as practical.

This means that these second paychecks may be greater or less than the first check.

II.E.4. Time Off With Pay In Lieu of Overtime

Employees may accumulate in-lieu time to a maximum of 200 hours for 40-hour assignments or 280 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.

II.E.5. Overtime Pay Rate - FLSA

The City will pay 56 hour employees overtime at one and one-half (1½) the regular 56 hourly rate of pay for all hours on-duty, paid vacation leave (excluding vacation cashed out), and union administrative leave in excess of 204 hours in a 27-day "FLSA cycle" for a Kelly schedule or 182 hours in a 24-day "FLSA cycle" for a 48/96 schedule, except where otherwise indicated in this Article. Forty (40) hour employees electing to participate in the Minimum Staffing Level (MSL) overtime hiring procedure shall be paid at one and one-half (1½) the regular 56 hourly rate of pay for all hours on-duty, paid vacation leave (excluding vacation cashed out), and union administrative leave in excess of 53 hours within a seven (7) day "FLSA cycle". Only hours actually on-duty are counted for the purpose of calculating FLSA overtime. Paid leave time of any type, except for paid vacation leave (excluding vacation cashed out) and union administrative leave, shall not be counted as total hours on-duty.

II.E.6. Overtime Pay - Employee Recall

II.E.6.a. Disaster, Emergency and Non-Emergency Recall

Overtime paid for disaster, emergency and non-emergency employee recall as defined in the Burbank Fire Department's Policy Manual sections 4.1602 B and C will be at one and one-half (1½) times the 40-hour rate. For purposes of determining hours eligible for overtime payment under the FLSA defined in **Article II.E.2**, disaster, emergency and non-emergency employee recall overtime will not count as hours on-duty towards the 204 hours in a 27-day "FLSA cycle" for employees assigned to a Kelly schedule, 182 hours in a 24-day "FLSA cycle" for employees assigned to a 48/96 schedule, or 53 hours in a 7-day "FLSA cycle" for 40 hour employees.

II.E.6.b. MSL Recall

Overtime paid for MSL employee recall as defined in the Burbank Fire Department's Policy Manual section 4.1602 D will be at one and one-half times (1½) the 56 hour rate until the assigned shift staffing falls below 33, at which time all MSL recall overtime will be paid at one and one-half (1½) the 40 hour rate. For purposes of determining hours eligible for overtime payment under the FLSA defined in **Article II.E.2**, MSL employee recall overtime hours will not count as hours on-duty towards the 204 hours in a 27-day "FLSA cycle" for employees assigned to a Kelly schedule, 182 hours in a 24-day "FLSA cycle" for employees assigned to a 48/96 schedule, or 53 hours in a 7-day "FLSA cycle" for 40 hour employees.

II.E.6.c. Minimum Payment

When an employee is recalled back to duty after returning home, or is recalled to duty on a day when the employee would normally be off duty, or is recalled to duty on a platoon to which the employee is not assigned, the employee shall be paid a minimum of four (4) hours of pay at the Employee Recall overtime rate even though the employee works less than four hours. Should an employee so recalled to duty be recalled after having been released from duty, the employee will again be paid a minimum of four (4) hours of pay at the overtime rate provided the employee worked at least four hours during the previous recall to overtime duty, or four hours had elapsed since the previous recall to duty.

II.E.7. 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 shall carry a beeper or leave a telephone number of their location during the period they are on call. Court standby time will be considered off-duty time for purposes of the FLSA. Effective July 1, 1987, employees on call for court shall be entitled to compensation as follows:

II.E.7.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. Hours compensated under **II.E.7.** shall be considered hours worked for purposes of FLSA.

II.E.7.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, the employee shall not be entitled to any such compensation for that portion of such period during which the employee was "on call" but shall be entitled to emergency employee recall overtime pay as defined in **Article II.E.6.a.**

II.E.8. Overtime Pay - Minimum Staffing Level Hiring

II.E.8.a. An employee who is voluntarily hired back while off-duty under the provisions of the Minimum Staffing Level Hiring Procedure (MSL), shall be compensated at the regular 56 hourly rate of pay. When applicable, the provisions of **Article II.E.5** shall also apply. An employee hired under the MSL shall be paid a minimum of four (4) hours of pay.

II.E.9. Overtime Pay - Fire Safety Officer (FSO)

II.E.9.a. Employees voluntarily hired back while off-duty as Standby Fire Safety Officers shall be paid at one and one-half (1½) times the regular rate of pay at the 40-hour rate. For purposes of determining hours eligible for overtime payment under the FLSA defined in **Article II.E.2.** Standby Fire Officer over time shall not count as hours on-duty toward the 204 hours in a 27-day "FLSA cycle" for a Kelly schedule, 182 hours in a 24-day "FLSA cycle" for a 48/96 schedule, or 53 hours in a seven day "FLSA cycle". Employees hired as Standby Fire Safety Officers shall be paid a minimum of four (4) hours of pay. The initial FSO training will be provided by the department.

II.E.9.b. In the event that the employee hired for the FSO assignments has a call time prior to 0730 for employees assigned to a Kelly schedule or 0700 for employees assigned to a 48/96 schedule on his or her off-going shift, it shall be incumbent upon the employee to secure qualified relief. The employee shall be paid in accordance with **Article II.E.9**, for the full time commencing fifteen (15) minutes prior to their scheduled call time.

II.E.10. 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 as defined in **Article III.O** 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 as defined in **Article II.E.2**. Appellants shall not receive overtime for such time.

II.F. OVERTIME PAY - MANDATORY TRAINING

II.F.1. It is recognized that employees required by the department to attend training while off-duty shall be compensated at their regular straight time rate. All provisions of **Article II.E.5** shall apply. Mandatory training shall be defined as training in which an employee participates to maintain skills, knowledge, and/or abilities of their given job assignment for which the department would consider instituting disciplinary action if it was not attended.

II.F.2. Employees will be paid for travel time according to current City Administrative Procedure.

II.G. UNIFORM CHANGING TIME

Time spent changing clothes before or after a shift is not considered hours worked and is not compensable in any manner whatsoever.

II.H. MINIMUM STAFFING LEVEL

It is acknowledged that the City of Burbank is in a period of budgetary constraint. Therefore, both parties have agreed to alter the daily filing procedures for FY 2009-2010 as a temporary measure to assist the Fire Department in achieving the recommended savings.

II.I. SPECIAL ASSIGNMENT AND INCENTIVE PAYS

For the term of this agreement the City and the Union have agreed to maintain the following special assignment and incentive payments:

II.I.1. Paramedic Special Assignment Pay

II.I.1.a. The special assignment pay for employee's State certified and designated by the Fire Chief as Paramedics and Assessment Medics shall be based on a percent of Fire Fighter base wage in accordance with the following percentages:

Paramedic Pay Effective June 30, 2006
0-1 year 13.00%

1-4 years	14.50%
4 plus years	16.00%

Assessment Medic Pay Effective June 30, 2006

0-1 year	6.50%
1-4 years	7.25%
4 plus years	8.00%

When determining a member's years of experience for Assessment Medic Pay, time spent performing Paramedic duties will be included in the calculation.

Example 1:

A Fire Fighter who has over five years of experience performing Paramedic duties is promoted to a Fire Engineer position. The Fire Engineer position no longer performs Paramedic duties and will no longer receive the Paramedic Pay. The Fire Engineer position is now assigned to perform Assessment Medic duties and will receive 8.00% of Fire Fighters' base wage (i.e. the pay percentage with 4 plus years of experience). This is because time performing Paramedic duties are included in the calculation for this special assignment pay.

Example 2:

A Fire Fighter who has two years of experience performing Paramedic duties is promoted to a Fire Engineer position and now assigned to perform Assessment Medic duties will receive 7.25% of Firefighter's base wage (i.e. the pay percentage with 1-4 years of experience). They will receive the 8.00% of Fire Fighters' base wage (4 plus years of experience) upon the start of their fourth year of experience in this special assignment.

II.I.2. Paramedic Program Coordinator Special Assignment Pay

Effective the beginning of the pay period following Council adoption, Assessment Medics assigned as Paramedic Program Coordinators shall be paid a special assignment pay of 8.68% of base wage in lieu of the Assessment Medic pay.

II.I.3. 40-Hour Staff and Special Assignment Pay

II.I.3.a. Pay for employees while assigned to 40 hour staff and special assignments shall be as follows:

0+ years	Fire Fighter =	10% of employee's base wage
0-1 Year:	Captain =	14.7% of employee's base wage
	Engineer =	15.6% of employee's base wage
1+ years:	Captain =	16.7% of employee's base wage
	Engineer =	17.6% of employee's base wage

II.1.3.b. All employees assigned to 40 hour staff and special assignments shall remain in communication with the department. The method of communication will be determined by the department. It is acknowledged by all employees so assigned that this special assignment pay fulfills FLSA compliance.

II.1.4. HazMat Technician Special Assignment Pay

II.1.4.a. Employees regularly assigned to Station 12, state certified, and designated by the Fire Chief as a **HazMat** Technician shall be paid a special assignment pay of \$270 per month.

II.1.4.b. HazMat Technicians not regularly assigned to Station 12 shall be paid at a rate of \$6.75 for each consecutive six (6) hour period of time assigned to Station 12 during a given regularly scheduled shift, not to exceed \$135 (120 hours) for any given pay period. Employees shall be allowed to work under this provision for a maximum of six (6) months from the date they are transferred from Station 12.

II.1.5. Battalion Chief's Aide Special Assignment Pay

Employees regularly assigned to serve as a Battalion Chief's Aide shall be paid a special assignment pay of \$140.15/pay period.

II.1.6. Bilingual Special Assignment Pay

A bi-lingual special assignment pay of \$100 per month will be paid to qualified employees who are approved to speak a second language. Qualification will be subject to the following criteria:

II.1.6.a. The Fire Chief will determine the need for assignment within the department.

II.1.6.b. Employees 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 Union.

II.1.7. Special Assignment Shooting Pay

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

Qualified as Marksman	\$ 0
Qualified as Sharpshooter	\$ 7 per month
Qualified as Expert	\$15 per month
Qualified as Distinguished Expert	\$30 per month

II.1.8. Educational Incentive Pay

II.1.8.a. Policy

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.

II.I.8.b. Compensation

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.

II.8.c. Qualifying Education

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. 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.

II.I.8.d. \$60 per month for 30 units of college credit of which a minimum of 21 units shall be fire science/emergency medical courses. The remaining units may be a combination of courses which directly relate to the job description of Fire Fighter (i.e. communication skills, computers, etc.).

II.I.8.e. \$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 - 60 units of college credit, of which a minimum of 30 units are in fire science/emergency medical technician courses.

II.I.8.f. \$200 per month for a B.A. or B.S. degree.

II.I.8.g. \$300 per month for an M.A. or M.S. degree.

II.I.8.h. \$60 per month for the completion of the State Fire Marshal's Company Officer courses, which shall be paid in addition to any of the incentives in Sections II.7.a through g. Employees will be required to provide proof of successful completion of all Company Officer courses in order to receive this additional pay.

II.J. WORKING OUT OF CLASS

II.J.1. Policy

It is the policy of the City to pay employees for working out of class due to a temporary position vacancy. When a position becomes vacant, the Fire Chief may

designate that an employee be assigned to work out of classification. Working out of class is a temporary job assignment, paid on a shift to shift or day to day basis, and shall not be considered a provisional appointment. No Personnel Action Form (PAF) shall be issued.

II.J.2. Benefit

When a temporary job assignment for an employee in an affected classification is to be for the duration of 24 consecutive hours in a 56 hour assignment or in excess of 40 consecutive hours for a 40 hour staff assignment, said employee shall receive a payment of \$50 for the shift worked or \$25 for a workday for all shifts/days worked out of class. If a 40 hour staff assignment works in excess of 40 hours, such pay shall be retroactive to the first working out of class day. An employee working out of classification less than the 24 consecutive hours or 40 consecutive hours, shall not receive any additional compensation. It is not the intent of this section to additionally compensate employees in accordance with **Article II.C.4.b.** when temporarily assigned supervisory duties.

II.K. PROVISIONAL APPOINTMENTS

II.K.1. Policy

Provisional appointments may be made while waiting for an incumbent to return to full duty following an extended illness or injury or while awaiting the establishment of a promotional list. The determining factor in these decisions will be the length of time the position will be vacant, how many transfers will have to be made to accommodate the provisional appointment and any other circumstances that may outweigh the advantages of such a move. The ultimate decision to start the provisional appointment process lies with the Fire Chief. A provisional appointment is made using a PAF to confirm the position. It is the obligation of the Employee Relations Division to ensure that current promotional lists are maintained at all times. It is the intent of this section to afford a temporary promotional appointment to the employee in order to maintain the optimal efficiency of the Fire Department.

II.K.2. Procedure

In order to ensure that a consistent policy regarding provisional appointments is applied, the following criteria will be utilized for provisional appointment to the classifications of Fire Engineer, Fire Captain, and Fire Battalion Chief. If a current list exists, appointments will be made from the list following the rule of three (3). If the list is exhausted, or no current list exists, appointment will be made from among those interested employees having completed eligibility requirements for the position. Employees will also be required to submit a resume listing their experience.

II.K.3. Duration of Provisional Appointment

A provisional appointment shall not last more than twelve (12) months in a 24 consecutive month period.

II.K.4. Advance in Wage/Benefits-Provisional Appointments

II.K.4.a. Provisional appointments shall be advanced in wage in accordance with **Article II C.4.a.** and **b.**

II.K.4.b. Employees receiving a special assignment pay prior to the provisional appointment shall not receive said pay while in the provisional position. The employee shall instead receive a wage advance placing them at a wage rate that exceeds the employee's previous base wage rate, plus special assignment pay. If the employee continues to perform the special assignment duties, then the provisions of **Article II.K.4.a** shall apply in addition to retaining the special assignment pay.

II.K.4.c. Employees appointed as a provisional Fire Battalion Chief shall be entitled to all benefits of that classification and shall be governed by the Burbank Fire Fighters - Chief Officers Unit (BFF-COU) MOU for the duration of their provisional appointment only. Upon the completion of the provisional appointment employees, unless promoted in accordance with Civil Service Rules, shall be returned to their previous classification and be governed by this MOU.

II.K.4.d. An employee in a provisional position shall continue to accrue seniority for the purpose of movement through the wage range in accordance with **Article II.C.2.**

II.K.5. Annual Review/Raise Date-Provisional Appointments

If a provisional appointment results in a probationary/permanent promotional appointment without a return to previous class, the employee's annual review/raise date shall be the first day of the provisional appointment. Seniority in rank will be based on probationary appointment date. This does not affect the employee's seniority date for any other seniority based purpose.

ARTICLE III
PAY FOR TIME NOT WORKED

III.A. HOLIDAYS

III.A.1. 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";

February 12th, known as "Lincoln Day";

Third Monday in February, known as "Washington Day";

Last Monday in May, known as "Memorial Day";

July 4th, known as "Independence Day";

First Monday in September, known as "Labor Day";

September 9th, known as "Admission Day";

November 11th, known as "Veterans' Day";

Last Thursday in November, known as "Thanksgiving Day";

Last Friday in November, known as the Day After "Thanksgiving Day";

December 25th, known as "Christmas Day";

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

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.

III.A.2. Holiday Routine 56 Hour Employees

The following days are designated as holiday routine and all 56 hour employees on duty on said days shall only perform emergency duties. All maintenance, training, etc. scheduled for said day shall be canceled.

New Year's Day
Easter Sunday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day

III.A.3. 40 Hour Employee Working Holidays

40 hour employees shall work two (2) minor holidays per year, in addition to Independence Day. The two (2) minor holidays to be worked shall be designated by the Fire Chief, or an authorized representative, each year and shall be selected from the following days:

February 12th, known as "Lincoln Day";

Third Monday in February, known as "Washington Day";

September 9th, known as "Admission Day";

November 11th, known as "Veterans' Day";

While so assigned, employees shall receive, in addition to the regular rate of pay, compensation at the overtime rate defined in **Article II.E.**

III.A.4. Holiday Pay - Suppression Personnel

Effective July 1, 1995, each 56 hour employee shall receive a differential each pay period equal to 1/26 of the sum of 12 holidays' compensation. If a holiday falls on a shift on which 56 hour employees would normally be on duty, they shall work that holiday without additional compensation.

III.B. SICK LEAVE

III.B.1. Use

Sick leave shall not be considered as a right which employees may use at their 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 their industrial accident leave. For purposes of sick leave usage, immediate family is defined as any dependent child, parent, and/ or spouse living in the household who is unable to care for themselves in the event of illness.

III.B.2. Notice

III.B.2.a. Employees taking sick leave because of personal illness or injury, or illness in the immediate family, shall notify their assigned supervisor prior to the start of affected shift.

III.B.2.b. Employees shall make every reasonable effort to schedule medical appointments off duty. Employees taking sick leave for a medical appointment shall notify their supervisor not later than the shift prior to that appointment. It is recognized that, on occasion, emergencies do arise. In such instances, employees shall notify their assigned supervisor as soon as practical prior to such an appointment.

III.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 **Article III. B.2.a. and b.**

III.B.4. Return to Work

III.B.4.a. When employees are absent more than five (5) consecutive work days on sick leave, 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.

III.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.

III.B.6. Sick Leave Accrual

- III.B.6.a.** An employee shall be entitled to eight (8) hours (for a 40 hour employee) or 12 hours (for a 56 hour employee) of sick leave for each calendar month while employed by the City with pay.
- III.B.6.b.** Absences without pay in excess of 87 hours (for 40 hour employees) or 121.33 hours (for 56 hour employees) in any one-month shall not receive sick leave accrual for that same month.
- III.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.

III.B.7. Compensation for Accrued Sick Leave

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, from July 1, 1974 forward, computed from the last base wage 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:

- III.B.7.a.** Death;
- III.B.7.b.** Resigns when eligible for retirement;
- III.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 retirement under the City's retirement system; or
- III.B.7.d.** Lay off because of the abolition of position or employment or because of absence of funds.

III.C. VACATION

III.C.1. Accrual

Employees shall accrue and use vacation as follows:

- III.C.1.a.** Upon the completion of the first year of employment, six (6) 24 hour shifts for 56 hour employees or two (2) calendar weeks for 40 hour employees per year;
- III.C.1.b.** Upon the completion of eight (8) years of continuous service, an additional three (3) 24-hour shifts for 56 hour employees or one (1) calendar week for 40 hour employees shall be added to the allowance currently available and the annual allowance thereafter shall be nine (9) 24 hour shifts for 56 hour

employees or three (3) calendar weeks for 40 hour employees per year;

- III.C.1.c.** Upon completion of 17 years of continuous service, an additional three (3) 24 hour shifts for 56 hour employees or one (1) calendar week for 40 hour employees shall be added to the allowance currently available and the annual allowance thereafter shall be twelve (12) 24 hour shifts for 56 hour employees or four (4) calendar weeks for 40 hour employees per year.
- III.C.1.d.** Employees with less than one (1) year of service shall only select vacations for the ensuing year equal to the time accrued through December 31st of the partial year of service. The vacation time must be taken after the anniversary date of the employee's hire (e.g. a 56 hour employee with a hire date of September 1 would be eligible to select two (2) shifts of vacation after September 1 in the ensuing year during the annual selection process).
- III.C.1.e.** All additional vacation time accrued per **Article III.C.1.b. and c.** must be selected during the annual selection process, but scheduled after the anniversary date of the employee's hire.
- III.C.1.f.** 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.
- III.C.1.g.** Employees absent without pay in excess of 87 hours for 40 hour employees or 121.33 for 56 hour employees in any one (1) month shall not receive vacation accrual for that same month.

III.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

Once an employee reaches their accumulation limit, vacation hours will stop accruing until their balance falls below the limit.

III.C.3. Compensation for Accrued Vacation-Leave

Upon the completion of employment with the City, an employee, or employee's estate, shall be entitled to receive a cash payout equal to 100% of the value of accrued unused vacation credit, computed from the last base wage of the

employee, including all base monthly special assignment and incentive pay. Payment shall be made as soon as practicable following the termination of employment.

III.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 request shall be approved by the Fire Chief or designee and the City Manager or designee. At no time may an employee implement this section after vacation selection has taken place in accordance with **Article III.C.4**. Such hours shall be paid on the first pay date in December of the following calendar year.

III.C.4. Vacation Selection Policy

III.C.4.a. The intent of this policy is to establish a fair method of selecting vacations which will not weaken the City's fire defenses to an intolerable level. The Fire Chief may, at his sole discretion, decrease or eliminate vacation usage when, in the Fire Chief's opinion, any emergency situation exists which in the interest of public safety requires greater levels of staffing.

III.C.4.b. The City and the Union mutually agree to create and carry out a pilot program that modifies the current Vacation Selection Policy. The current Vacation Selection Policy shall stay in place until such pilot program is implemented.

As part of the pilot program, the Union shall consult with the Fire Chief on a monthly basis to evaluate the financial and operational impacts of the program to the Fire Department. Both parties may suggest changes, and the Fire Chief may accept those changes when he determines it is in the best interest of the Fire Department's operations.

The Fire Chief, at his sole discretion, may cease the pilot program on November 30, 2016, May 31, 2017, or December 31, 2017. If the Fire Chief ceases the pilot program on one of those dates, the Vacation Selection Policy will revert back to the method that existed before the pilot program was implemented. The Fire Chief will determine whether the pilot program will continue beyond November 30, 2016 or May 31, 2017, and whether the program will become permanent beyond December 31, 2017.

III.D. PERSONAL LEAVE

III.D.1. Intent

Personal leave shall not be considered a right which employees may use solely at their discretion. Personal leave is intended for use in situations where personal business, non-medical family situations, etc., necessitate time off from work. Personal leave allows the employee the option to use sick leave to receive time off with pay for situations that are not eligible for the use of sick leave. Suppression employees are encouraged to use Qualified Relief or Shift-off Exchanges in these

situations, as Personal Leave negatively impacts manpower.

III.D.2. Accrual

Twenty-four (24) hours of personal leave shall be available to employees assigned to suppression each fiscal year from their annual accrual of 144 hours of sick leave. Employees on a 40-hour staff or special assignment shall have sixteen (16) hours available each fiscal year from their annual accrual of 120 hours of sick leave.

III.D.3. Use – 56 Hour Employees

III.D.3.a. Personal leave is available to the employee, based on the following:

III.D.3.a. (1) The employee has a balance of sick leave available which exceeds the requested amount of personal leave by a minimum of 24 hours.

III.D.3.a. (2) The employee has the appropriate balance of personal leave available.

III.D.3.a. (3) The employee shall use personal leave in increments of a minimum of two (2) hours to a maximum of twenty-four (24) hours at one time.

III.D.4. Use – 40 Hour Employees

III.D.4.a. Personal leave is available to the employee, based on the following:

III.D.4.a. (1) The employee has a balance of sick leave available which exceeds the requested amount of personal leave by a minimum of sixteen (16) hours.

III.D.4.a. (2) The employee has the appropriate balance of personal leave available.

III.D.4.a. (3) The employee shall use personal leave in increments of a minimum of one (1) hour to a maximum of one day at one time.

III.E. JURY SERVICE

III.E.1. All employees will receive regular pay during time actually lost from duty because of jury service. The term "regular pay" means full pay for regularly scheduled duty, which employees would have received had they not been called to jury service, including any special assignment or incentive pay or FLSA overtime compensation that would have resulted from regularly scheduled duty. All time spent on jury leave must be accounted for. Employees must account to the Department 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 while off-duty.

III.F. MATERNITY LEAVE

Maternity leave shall be subject to the City's **Administrative Procedure II-23** regarding Maternity Leave and **Administrative Procedure II-31** regarding Family Leave and Medical Care. Said procedures are incorporated herein as though set forth in full.

III.F.1. Termination & Reinstatement

When an employee terminates but is reinstated within one (1) year of the date she left work, such reinstatement shall be at the same wage step and without any loss in vacation time or other fringe benefits related to tenure. The employee should not expect reinstatement to the same position unless the position is vacant and available.

III.G. LEAVE - DEATH IN FAMILY

III.G.1. Policy

Employees shall be entitled to absent themselves from work in the event of the death of a member of their immediate family. The City Manager may 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 existing rules.

III.G.2. Definition - Member of Family

For purpose of "Death in Family Leave" the term "member of the immediate family" is limited to:

- III.G.2.a.** Any relative by blood or marriage who is residing in the employee's household, or

- III.G.2.b.** Parents, step-parents, spouses, registered domestic partner, children, step-children, brother, sister, grandparents, grandchildren, great grandparent, great grandchild, son/daughter-in-law, father/mother-in-law, sister/brother-in-law, grandparent-in-law, or responsible guardian or person who has acted in that capacity regardless of place of residence.

III.H. INDUSTRIAL ACCIDENT LEAVE

Employees 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, shall receive compensation from the City for each such accident as follows:

- III.H.1.** The City will pay full wage for up to one (1) year cumulative for each injury, as mandated per Labor Code 4850;

- III.H.2.** The employee shall be entitled to all sick leave or vacation benefits while on industrial disability leave;

- III.H.3.** Temporary disability benefits will be paid at the level mandated by the state;

- III.H.4.** Employees may be permitted to take as much of their accumulated sick leave or vacation leave which when added to their temporary disability indemnity will result in a payment to them not to exceed 100% of normal gross wage. Normal gross wage shall include all additional assignment and incentive pay to which the employee would have otherwise been entitled, however it shall not include any overtime pay.

III.I. 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 regular 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 military orders. The employee shall furnish to the Fire Chief satisfactory proof of military orders to report for duty and of actual service pursuant to such orders. The employee shall be returned to City service thereafter as provided in said Code.

III.J. EMERGENCY LEAVE

An employee may be excused from duty without loss of pay for emergencies or special circumstances not covered by this MOU. Such leave of absence may be granted by the Fire Chief, not to exceed one 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:

- III.J.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 property to a safe condition;
- III.J.2.** Death in the immediate family requires more than the three days of death leave (not to exceed two days of emergency leave);
- III.J.3.** An employee is subpoenaed to appear in court as a witness;
- III.J.4.** Other emergencies or special circumstances not covered by **Civil Service Rule XV** that requires an employee's absence from work.

III.K. SHIFT-OFF EXCHANGES

The department recognizes that a 56 hour employee's unique duty schedule does result in hardships which create a need to provide a means to exchange shifts with other employees of the department. Shift-off exchanges (trade) shall not be considered a right which employees may use at their discretion, but shall be allowed only in cases of need which can be shown by the requesting employee as necessary and that it will not adversely affect platoon and department operations.

The current Burbank Fire Department policy on trades meets or exceeds all requirements of the FLSA. It is understood that the practice of shift off exchanges shall be voluntary on behalf of each employee involved in the trade. Employees providing the trade shall not have their compensable hours increased as a result of the trade; nor shall the employees receiving the trade have their compensable hours decreased as a result of the trade. "Paybacks" of trades are the obligation of the two employees involved in the trade.

III.L. QUALIFIED RELIEF

The practice of qualified relief (QR) shall be voluntary on behalf of each employee involved in the relief. Employees providing the qualified relief shall not have their compensable hours increased as a result of the qualified relief; nor shall employees

relieved have their compensable hours decreased as a result of the qualified relief. "Paybacks" of qualified relief hours are the sole obligation of the two employees involved in the relief. Any dispute is to be resolved by the involved employees, and under no circumstances will the department be obligated for any further compensation whatsoever to any of the involved employees. The department is not responsible in any manner for hours owed to employees by other employees that leave the employment of the City or are assigned other duties.

III.M. TIME OFF FOR RELIGIOUS SERVICES

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

III.N. TIME OFF FOR MUNICIPAL, COUNTY AND STATE ELECTIONS

Every employee is strongly encouraged to obtain permanent "Absentee Voter" status in accordance with the State law, in order to avoid any potential negative impact on manpower for a given shift. However, if it is not possible to vote "Absentee", time off will be provided employees who, as registered voters, do not have time to vote before reporting for duty or after finishing duty. The employee shall notify the Fire Chief two days (for 40-hour employees) or last shift on-duty (for 56-hour employees) prior to the election of the need and reason for time off. The employee may take as much time off as needed, whether it be at the beginning or the end of the polling hours, yet will only be compensated for a maximum of two hours of regular pay. In the event an employee is hired to work an MSL Overtime in the morning of said Election Day, the requirement to notify the Fire Chief last shift on-duty prior shall be waived. However, any time off needed to vote shall be considered time off without pay for said employee.

III.O. 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 while the employee is on-duty, if the employee is: president of an employee organization or authorized representative, 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 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 duty. 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 II.E.10**. Appellants shall not receive overtime for such time.

III.P. LEAVE POLICIES

III.P.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 the employee had been eligible to transfer at the time the leave of absence was granted.

III.P.2. Refusal of Leaves of Absence

III.P.2.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:

III.P.2.a. (1) Of accepting private employment;

III.P.2.a. (2) Of enabling employment of a temporary employee to the same position;

III.P.2.a. (3) Because of political pressure or other improper influence, or;

III.P.2.a. (4) For a purpose contrary to the good of the service.

III.P.2.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.

III.P.3. 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 calendar week. An employee desiring a leave of absence without pay for three continuous calendar days or more shall file a written request thereof on forms provided by the Employee Relations Division. The request shall state the title of the employee's 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 hours, may be reported by noting on the time report.

III.Q. FAMILY LEAVE

Employees will be provided family medical leave pursuant to federal and state law.

If employees anticipate 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.

Family Leave shall be subject to the City's **Administrative Procedure II-31** regarding Family Leave and Medical Care. Said procedure is incorporated herein as though set forth in full.

ARTICLE IV
BENEFITS

IV.A. PERS

IV.A.1. PERS Employee Contribution

IV.A.1.a. Effective July 1, 2003, the City has a contract with the Public Employees Retirement System (PERS) to provide safety employees with a 3% @ 55 retirement plan in accordance with Section 21362.1, 21363.1 of the California Government Code. As a result of the Public Employee's Pension Reform Act (PEPRA), effective January 1, 2013, this retirement plan will only be applicable to employees identified by PERS as Classic Members (generally employees who became members of PERS prior to January 1, 2013).

IV.A.1.b. Effective January 1, 2013, as a result of PEPRA, the City is mandated to provide safety employees identified by PERS as New Members (generally employees who became members of PERS on or after January 1, 2013) with a 2.7% @ 57 retirement plan in accordance with Section 7522.25 (a)(b)(c)(d) of the California Government Code.

IV.A.1.c. Contributions toward PERS Retirement
Effective June 21, 2015, the City shall cease picking up the 9% employee contribution to PERS for Classic Members. Each Classic Member employee shall be responsible for paying the full 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 PEPRA, New Members 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 Council adoption of this contract, the member contribution for New Members is 11.25% and is subject to change by PERS.

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 (9.0%) for Classic Members and 11.25% for New Members.

The City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from PERS. During the life of this Agreement, earnings may accrue to the City by reason of a reduction of the City's contribution to PERS.

IV.A.2. Survivors Benefits

Effective July 1, 2003, the retirement benefits shall include Level IV of 1959 Survivor Benefits under Section 21382.4 of the California Government Code and Post-Retirement Survivor Allowance to Continue After Remarriage under Section 21266 of the California Government Code. The cost of this benefit will be paid by the employees. To the extent that the safety (Fire) employees' surplus, held at PERS, is available to abate the payment costs, then this cost will be made from such funds.

IV.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.

Effective January 1, 2000, it has been agreed that the employee's compensation shall include the federally mandated FLSA overtime pay for those hours that are required and actually worked in excess of the statutory maximum. This provision only pertains to the normally scheduled three hours worked per week in excess of fifty-three (53) hours. Other types of overtime hours worked during said week shall not be calculated as hours worked for the purpose of calculating the employee's final compensation.

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.

IV.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.

IV.A.5. Optional Settlement 2 Death Benefit

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

IV.B. 125 FLEX BENEFIT PLAN

IV.B.1. Monthly Contribution to 125 Flex Benefit Plan

IV.B.1.a. The City shall make a monthly contribution to each eligible employee to be used toward a 125 Flex Benefit Plan.

IV.B.1.b. Effective January 1, 2007, the City shall provide \$522.38 per month 125 flex benefit contribution toward each full time employee, from which contribution the physical fitness program contribution (**Article IV.K.2.**) will be deducted. Employees hired on or after January 1, 2007 will receive a §125 flex plan benefit of \$350 per month, from which contribution the physical fitness program contribution (**Article IV.K.2.**) will be deducted.

In addition to the §125 Fringe Benefit contribution as provided for in **Article IV.B.1.b.** above, the City will make additional §125 contributions towards the cost of medical premiums for eligible employees as shown below. Contributions will be for premium costs only.

**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	\$ 522.38	\$ 27.62	\$ 550.00
2 PARTY	\$ 522.38	\$ 517.62	\$ 1,040.00
FAMILY	\$ 522.38	\$ 827.62	\$ 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	\$ 522.38	\$ 32.62	\$ 555.00
2 PARTY	\$ 522.38	\$ 562.62	\$ 1,085.00
FAMILY	\$ 522.38	\$ 887.62	\$ 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

IV.B.2. Eligibility for 125 Flex Benefit Plan Benefits

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 125 Flex Benefit Plan contributions for any other eligible plans. Employees who meet the requirements shall be allowed to utilize their 125 Flex Benefit Plan contributions for any of the eligible plans, including an approved Deferred Compensation plan, wage set aside, or inclusion into their taxable wage.

IV.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.

IV.C. LIFE AND AD&D INSURANCE

Eligible employees may opt to purchase a group term life insurance policy in the amount of \$10,000 with a carrier selected by the City. The premium cost of the policy shall be borne fully by the employee. 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.

IV.D. ADDITIONAL RETIREMENT BENEFITS

IV.D.1 Retiree Contribution for Medical Expenses/Premiums

Effective July of 1996, the City agrees to pay to the Union seventy thousand dollars (\$70,000) per fiscal year of this MOU for the benefit of the retirees to be used for medical expenses or premiums. This contribution is paid twice yearly in increments of thirty-five thousand dollars (\$35,000). The first payment is due July 1 of each year and the second payment is due January 1, of each year.

IV.D.2. Burbank Employees' Retiree Medical Trust (BERMT)

Should the BFF choose to participate in BERMT, the City and all eligible employees will each contribute \$50.00 per pay period (\$108.33/month) per employee to BERMT, effective the beginning of the pay period immediately following BERMT's acceptance of BFF into the program and all implementation documents have been executed by the parties.

IV.D.3. Post-Employment Health Plan (PEHP)

The City shall contribute \$30.00 per month per employee to Nationwide Retirement Solutions for the PEHP which assists employees with post-employment medical expenses as authorized under Internal Revenue Code § 501 (c) (9). All employees represented by the BFF shall participate. There shall be no individual election by the employee.

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 wage upon the happening of one of the following events:

IV.D.3.a. Resignation when eligible for retirement;

IV.D.3.b. 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;

IV.D.3.c. Upon lay off because of the abolishment of position or employment because of absence of funds.

Sick leave earned prior to July 1, 1974, will be available for sick leave use only and will not have monetary value at the time of retirement or death. Any such contribution made pursuant to this section shall be in lieu of the cash out of accrued sick leave provided in **III.B.7 (Compensation for Accrued Sick Leave)**.

IV.D.4. 401 (a) Plan

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.

IV.E. UNIFORM ALLOWANCE

IV.E.1. The uniform allowance shall be \$1,000 per year, paid in two installments, each six months' pay cycle.

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

IV.E.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 employee. In said case, where the employee can show that an alternate purchase meets the specifications as put forth by the Fire Chief, the employee may make the alternate purchase and be reimbursed up to the cost negotiated, with said vendor, through the City's bid process.

IV.E.3. A prorated uniform allowance for the first year will be advanced to all new Fire Fighter Recruit graduates. Recruit graduates shall be reimbursed up to \$100 upon submittal of appropriate receipts for the following items:

- 1 dress uniform trousers
- 1 dress uniform shirt
- 4 Uniform - Nomex™ shirts
- 1 Uniform cap
- 1 Set of uniform work-out clothing
- 1 Uniform tie

1 Uniform tie bar

IV.E.4. Employees on IA or leave without pay shall be paid the full allowance

IV.E.4.a. No allowance is given to employees on leave without pay for the entire 6 months.

IV.E.5. Employees shall be paid a prorated allowance of the 6 month pay cycle upon termination.

IV.F. AFTER HOURS EDUCATION REIMBURSEMENT PROGRAM

Effective FY 15-16, the City will provide 75% reimbursement up to \$5,000 per fiscal 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 (including computer software and audio tapes that are required for class participation), receipted parking fees, 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.

The educational reimbursement as provided for in this Section shall be subject to an annual cap of \$20,000 for all BFF members combined.

IV.G. EMPLOYEE ASSISTANCE PROGRAM

The City shall provide 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.

IV.H. CRITICAL INCIDENT STRESS MANAGEMENT

Upon recommendation of the CISM Coordinator, employees involved in a significant incident shall participate in a jointly administered Critical Incident Stress Management (CISM) program that includes the following at City expense:

IV.H.1.a. Critical incident stress defusing and/or debriefings (CISD) as necessary;

IV.H.1.b. Peer support;

IV.H.1.c. Referral to the Employee Assistance Program (EAP) as needed.

IV.I. PERSONAL EXPOSURE RECORD

The City shall pay to California Professional Fire Fighters an amount not to exceed \$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.

IV.J. SICK LEAVE CONVERSION

On January 1 of each year, an employee may convert up to a maximum of 30 hours (for 40 hour employees) or 45 hours (for 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 City PERS medical insurance, accrued during the prior calendar year. This conversion is subject to the following:

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

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

IV.K. 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 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.

IV.L. HEALTH AND FITNESS

IV.L.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.

IV.L.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.

IV.L.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.

IV.L.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 cardiovascular, 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.

IV.L.2.c Wellness-Fitness Program Reopener Clause. In the event that BFF forms a subcommittee and makes progress with Santa Ana College on tailoring a wellness-fitness program specific to the City, the parties agree to reopen negotiations for Article IV, Section L.2.

IV.L.3. Physical Fitness Partnership Program

IV.L.3.a. In July 1994, the City and BFF established a joint Physical Fitness Partnership Program. 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 Fitness Partnership Program" is shared equally by the City and each BFF employee (\$3.00 City and \$3.00 employee for a total of \$6.00). The City agrees to pay 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.

IV.L.3. b. Said funds shall be solely used for the purchase and maintenance of Physical fitness supplies and equipment as determined by a committee established with representatives of both the Department and Union.

IV.M. DEPARTMENT OF MOTOR VEHICLES LICENSE REIMBURSEMENT

The City will pay for or reimburse Department of Motor Vehicle fees for all licenses which exceed the minimum qualifications of the employee's classification. This fee does not include training or remedial examination preparation.

IV.N. PYI DISABILITY INSURANCE

IV.N.1. The Union has a disability insurance plan known as PYI. This plan provides disability coverage upon a determination that the employee is in a "no compensation" status. The City has a policy that requires employees to exhaust all leave prior to being granted a leave without pay. This policy prevents the PYI eligible employee from making use of the benefit.

IV.N.2. The City will allow employees to enter into a leave without pay status thirty (30) calendar days from the date of the injury or onset of the illness for the sole purpose of collecting disability payments through the PYI plan.

IV.N.3. The employee, upon return to duty, shall not use any leave time that was not

scheduled prior to the illness or injury for a term of ninety (90) calendar days. This does not include the usage of leave due to illness, illness in the immediate family, or a death in the immediate family.

IV.N.4. An employee, in their first year of employment, shall be able to waive this requirement and initiate the PYI immediately upon the exhaustion of their sick leave, waiving the thirty (30) calendar day requirement.

IV.N.5. This article does not negate or change any Federal or State legislation such as FMLA/CFRA.

IV.O. OPERATIONAL ASSIGNMENT BID SYSTEM

The City participated in an Operational Assignment Bid System for a one (1) year trial period, from January 1, 2010 to January 1, 2011. At the Fire Chief's sole purview, a decision was made to continue the Operational Assignment Bid System, thus, it became a permanent system effective January 1, 2011.

ARTICLE V
MISCELLANEOUS

V.A. PROBATIONARY PERIOD

V.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. The twelve (12) month probationary period for an appointment as a probationary Fire Fighter shall begin on the day of successful completion of the Fire Fighter Recruit academy.

V.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 a 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 months in two-month increments.

V.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.

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

Employees rejected during the probationary period from a position to which they have been promoted shall be reinstated to the position from which they were promoted, unless the employee is discharged for cause as provided in the Civil Service Rules.

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

Employees, though they may have attained permanent status, who are displaced as a result of another employee being returned to their former position under **Article V A.4.** or under this subsection, shall likewise be reinstated to their former position. Employees so affected having permanent status but no former position, shall be placed on the appropriate layoff list.

V.B. GRIEVANCE PROCEDURE

V.B.1. Definition of Grievance

V.B.1.a. A grievance is any complaint or dispute regarding the application of or interpretation of this MOU, rules, regulations, policies, or procedures relating to wages, hours, or other terms and conditions of employment.

V.B.2. Procedural Steps

- V.B.2.a.** Step One: Oral notice to Immediate Supervisor - 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 discuss the grievance with their immediate supervisor. The immediate supervisor shall respond orally to the employee not later than five (5) working days later.
- V.B.2.b.** Step Two: Written Appeal to the Administrative Battalion Chief - If the grievance is not settled at Step One, the employee, not later than ten (10) working days after receipt of the immediate supervisor's answer at Step One, may file a written appeal to the Administrative Battalion Chief. Not more than ten (10) calendar days after receipt of the grievance, the Administrative Battalion Chief shall meet with the grievant and, if requested, a union representative. The Administrative Battalion Chief shall give a written answer to the grievant within ten (10) calendar days of the meeting.
- V.B.2.c.** Step Three: Written Appeal to the Fire Chief - If the grievance is not settled at Step Two, the employee, not later than five (5) working days after receipt of the Administrative Battalion Chief's written answer at Step Two, may file a written appeal to the Fire Chief. Not more than ten (10) calendar days after receipt of the grievance, the Fire Chief (or authorized designee) shall meet with the grievant and, if requested, a union representative. The Fire Chief (or authorized designee) shall give a written answer to the grievant within ten (10) calendar days of the meeting.
- V.B.2.d.** Step Four: Appeal to the Civil Service Board - If the grievance is not resolved at Step Three, the employee, not later than ten (10) calendar days after receipt of the written decision of the Fire Chief, may forward the written grievance together with the written decision of the Fire Chief to the Employee Relations Administrator 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) days. The decision of the City Manager will exhaust this administrative procedure.

V.B.3. Written Presentation

- V.B.3.a.** All grievances presented at Step Two of the procedure set forth in **Article V B.2.b.** shall include 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 Union will be provided a photocopy of any grievance filed without union representation at the time of the receipt of the Step Two written grievance. The written grievance or appeal at each step of this procedure shall be signed and dated by the aggrieved employee or approved union representative. All written answers and decisions by the appropriate City

officer shall be signed and dated by that officer or authorized representative.

V.B.4. Time Limitations

V.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 Union may immediately appeal to the next level. Time limits may only be extended by mutual written agreement of the Union and the Fire Chief.

V.C. DISCIPLINARY PROCEDURE

The efficient operation of the Burbank Fire Department is dependent on a well-disciplined, cohesive organization. The City and Union 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 employee in reaching their full potential.

V.C.1. Responsibility

V.C.1.a. It is the responsibility of the Fire Chief, all Chief Officers, and all Company 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, Rules of the Civil Service System, or the City of Burbank, shall be disciplined in the most appropriate manner.

V.C.2. Investigations

V.C.2.a. When the Fire Chief or any Chief/Company Officer either observes or is made aware of an incident which may constitute "just cause" for discipline, they must first conduct an investigation of same.

V.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.

V.C.2.c. If the Officer(s) conducting the investigation determines that an interview of an employee could lead to discipline, it is incumbent on the Officer(s) to advise the employee of the following prior to any questioning or the request for a written statement:

V.C.2.c. (1) The subject of the investigation has the right to have Union 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 Union to provide representation.

V.C.2.c. (2) If the request is for a written statement, the employee may request that the investigating officer provide a memorandum outlining the information requested.

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

V.C.2.c. (4) Compelling employees to offer testimony against themselves under protest may result in the compromise of testimony in any related criminal proceedings.

V.C.3. Administration of Discipline

V.C.3.a. Upon the conclusion of an investigation, the Officer(s) conducting same shall determine the level of discipline most appropriate. If the recommended disciplinary action is more severe than an "oral counseling", the matter shall be referred, through the appropriate chain-of-command, to the Fire Chief or designee for disposition. The following constitutes the levels of progressive discipline:

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

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

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

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

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

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

V.C.4. Pre-Disciplinary Hearing

V.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 the severity of the proposed action, and a statement of the employee's right to respond to the charges.

V.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.

V.C.4.c. The Fire Chief or designee 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 Union

representation during the hearing. This hearing shall be informal in nature, with the Fire Chief or designee rendering his decision within fourteen (14) calendar days. The decision shall be in writing, stating the charges, facts supporting the charges, reasons 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 V.C.5., if applicable.

V.C.5. Appeal of Discipline

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

V.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.

V.C.5.b. 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.

V.C.5.c. 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.

V.D. ZERO TOLERANCE POLICY

It is the policy of the City to maintain a drug free workplace for the health and safety of all its employees and citizens. It has been and shall remain the City's policy that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by employees is prohibited in or on City property, or while acting in any capacity for the City. In addition, the consumption of alcoholic beverages or drugs that impair an employee's work ability are prohibited during working hours, including lunch or rest periods. Failure to comply with this policy may result in discipline up to and including termination.

V.E. LAYOFF, DISPLACEMENT AND RECALL

V.E.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.

V.E.2. Seniority

V.E.2.a. Seniority is defined as the status attained by the length of service in employment for the City of Burbank.

V.E.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 years of date of layoff. Such seniority shall include credits for prior time worked only and will not include any time while on layoff.

V.E.2.c. Seniority in Rank is defined as the length of status in a promotional rank, beginning on the date of appointment to probationary status in said rank.

V.E.2.d. The only exception to **Article V.E.2.a.** shall be in the event that two or more appointments are made on the same date to probationary status and there is one or more employees serving in a provisional status for said rank; and due to the application of **Article II.K.3.** or a managerial decision to provisionally appoint an employee of lower rank on the eligibility list for said position; the appointing authority shall have the right to declare an employee of higher seniority in rank even though another employee being appointed to probationary status on the same date has longer continuous service in said rank in a provisional status. If the appointing authority exercises this right, a notation shall be made in the appropriate documents, designating the seniority in rank over the other employee(s) with preceding dates in rank due to longer consecutive provisional appointments.

V.E.2.e. Seniority shall be implemented in accordance with the provisions as set forth in this Article.

V.E.3. Layoff

V.E.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.

V.E.3.b. Except as outlined below in **Article V.E.4.**, layoffs should be effected within

the department; general displacement of employees across departmental lines shall not be permitted.

V.E.3.c. Employees with unique skills or body of knowledge for the performance of their duties, as determined by the Fire Chief with the concurrence of the City Manager, may be retained out of their 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:

V.E.3.c. (1) Special schooling provided or required by the City for employees following their initial employment to fill a unique position or meet a specific program need where the schooling lasts for six (6) months or longer.

V.E.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.

V.E.3.c. (3) Possession of a unique craft, artistic endeavor or professional level skill not available in other City employees.

V.E.3.d. Employees who have been previously appointed to provisional status in a higher classification at time of layoff considerations shall revert back to their permanent classification for purposes of determining their layoff.

V.E.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.

V.E.3.f. Employees may voluntarily request layoff in lieu of reassignment should their seniority be sufficient to be retained on the payroll.

V.E.3.g. Employees on layoff shall be recalled to their previous classification based on the minimum qualification requirements which existed at the time of their layoff.

V.E.4. Displacement

V.E.4.a. Except as stated in **Article V.E.4.b. and e.**, an employee whose position has been eliminated shall be permitted, in total seniority order within the respective job classification, to transfer to a lateral or lower classification within the department. This transfer shall occur only when a position in such classification is either vacant or occupied by another employee with less total seniority as calculated from their present date of hire. On taking a lower classification, the employee shall be paid at the highest rate of the lower classification which is not greater than the rate earned prior to the displacement.

- V.E.4.b.** In such instances as outlined in **Article V.E.4.a.**, employees must meet the minimum qualifications of the newly assigned position.
- V.E.4.c.** An employee must be medically fit to perform the duties of the newly assigned position.
- V.E.4.d.** Employees 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 their current assignment, if:
- V.E.4.d. (1)** they served in that title and in that department where a vacancy or employee with lesser seniority exists, and
- V.E.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 Employee Relations Division.
- V.E.4.e.** Employees who are reduced in classification shall be returned to their previous higher classification and department when a vacancy occurs within a three-year period of the reduction. Such return will not require qualifying through testing or placement on an employment list. Where the return involves returning to probationary status within six (6) months following demotion, the time spent in probationary status before the demotion occurred shall be applied toward permanent status.
- V.E.4.f.** Employees in provisional status in higher classification shall be returned to their permanent classification prior to layoff in order to determine their availability for displacement or reassignment.
- V.E.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 (50) percent of its employees in any given classification through displacement by higher classified, longer seniority employees.
- V.E.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 **Article X, Section B of the Civil Service Rules**.
- V.E.4.i.** An employee designated by the City Manager as a management employee may or may not be reduced to a lower classification which would result in the management employee having to work for another employee whom they formerly supervised.
- V.E.4.j.** As used in this section, "higher classification" or similar phrases are synonymous and interchangeable.

V.E.5. Procedure

- V.E.5.a.** Departments anticipating a possible reduction in staff shall notify the City Manager and the Employee Relations Administrator as soon as possible in order for appropriate action to be taken.
- V.E.5.b.** An immediate determination should be made as to which positions will be involved and the number of employees to be affected.
- V.E.5.c.** The Employee Relations Administrator shall determine what openings exist in the same and other departments so that affected employees may be considered for transfer prior to layoff.
- V.E.5.d.** Employees to be affected by a layoff will be given written notice thirty (30) calendar days in advance.
- V.E.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 **Article V.E.** First priority for filling open positions will be given to affected employees as opposed to other employees or job applicants under consideration

V.E.6. Recall

The Employee Relations Administrator, 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:

- V.E.6.a.** Laid off employees on the Recall List shall have absolute rights over regular employment, transfer or reinstatement lists.
- V.E.6.b.** The names of laid off employees shall be listed in the inverse order of their layoff or demotion according to seniority. Employees shall be recalled to their last classification or lower classified position in any department of the City should they be the most senior on the recall list or lists for the positions available. Should a lower classified position first become available and no recall list exists for such position, then the most senior employee on the recall list for the next higher classified position shall be recalled in accordance with **Article V.E.6.c.**
- V.E.6.c.** Employees on the Recall List will hold reinstatement rights for a period of three years from date of layoff and be considered for openings as they arise and are determined to be medically fit.
- V.E.6.d.** Upon reinstatement, employees will receive their 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 years of layoff, previous seniority will be reinstated less any time spent on layoff.

V.E.6.e. Employees are 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 their past seniority shall not be reinstated for purposes of satisfying the probationary period unless recalled to the former position within six (6) months following the layoff.

V.E.6.f. Employees on layoff status shall be responsible for keeping the City's Personnel Department aware of the most current address and telephone number for purposes of contact at time of recall. Absences from the home for over two weeks should also be reported if employees 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 employees fail to respond, the City shall contact the next most senior employee on the Recall List, and the same procedures shall apply. Failure of employees to respond to notices sent as a result of three (3) opportunities during the permitted recall period shall cause removal of their names from the said list. In addition, employees must be available to return to work within two (2) weeks of receiving the above stated notification.

V.E.7. Benefit Considerations

V.E.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.

V.E.7.b. For layoffs of thirty (30) days up to three years, there is no accrual of seniority, vacation, sick leave or other benefits for the period of the layoff. Sick leave and vacation benefits not previously paid the employee at the time of layoff shall be paid at the end of the first month of layoff unless at the time of layoff, an employee elects to leave all sick leave and vacation credits on account and have such credits reinstated upon recall. If the employee elects to leave all sick leave and vacation credits on accounts, such employee, or legal 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-year period and one year thereafter shall constitute a waiver thereof. Payments of the cash value of accrued sick leave and vacation credits shall terminate all further obligation by the City to reinstate such past credits should the employee be returned to work.

V.E.7.c. For layoffs of three years or more, recall privileges cease at three years.

V.E.7.d. Employees recalled following a layoff shall be entitled to receive at least the same level of benefits which they were receiving at the time the layoff occurred, provided, however, any reduction or increase in benefits for all

employees in the recalled employee's represented group during the layoff period shall apply to the recalled employee.

V.F. RETURN FROM TEMPORARY ASSIGNMENT

Upon the termination of a temporary assignment, permanent employees shall be returned to their permanent position.

V.G. TRAINING

It is the goal of the Burbank Fire Department and the Union to provide quality training to employees. 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:

- V.G.1.** The Fire Department may make its Training Center available to the Union 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.
- V.G.2.** All costs associated with the provision of instructors, accreditation, materials, etc., shall be the responsibility of the Union. This shall not preclude the Union from charging students appropriate fees to defray the cost of training.
- V.G.3.** The Union shall have the option to invite fire fighters from other departments to said training.
- V.G.4.** The Union shall certify the City as an "additional insured" through their provider for all usage of the Training Center. The Union shall provide a copy of said active policy to the Risk Manager of the City of Burbank.
- V.G.5.** It is recognized that the Department will make an attempt to provide as many educational opportunities as is practical. It is further recognized that constraints on the department's training budget preclude making many classes available to large numbers of employees. In order to facilitate more employees participating in training, the Department will offer certain classes, seminars, etc. at the Department's expense with the stipulation that employees shall not be compensated or be subject to the provisions of the FLSA under **II.E.5.** for non-mandatory training provided by the Department while in an off-duty status.

V.H. OPEN COMMUNICATIONS

- V.H.1.** Any employee may attend and address Department Officers at any staff meeting on any subject. Employees may state an opinion, ask a question or ask for action on any matter. Any employee exercising this avenue can expect a courteous and attentive hearing.
- V.H.2.** Employees wishing to speak at a staff meeting should contact the Fire Chief's secretary prior to the Friday before the staff meeting and leave their name, subject, and approximate time needed. If at any meeting there are a number of employees who wish to speak, the time and number of speakers may be

limited to insure that a reasonable schedule of Department business is kept.

V.H.3. In the interest of a strong labor-management relationship, both parties agree to hold quarterly informal meetings between the Fire Chief, Assistant Fire Chief, and the three principle officers of Local No. 778 (President, Secretary-Treasurer, and Vice-President). It shall be incumbent upon both parties to arrange a time to meet that is mutually acceptable. Employees in an off-duty status shall receive no compensation for attendance at said meetings.

V.H.4. At least two times each year, a labor-management meeting shall be held in which all Chief Officers and all members of the Executive Board of Local No. 778 participate. The goal of these meetings shall be to communicate departmental goals, master planning, areas of concern, and methods of enhancing the cohesive working relationship between two parties.

V.I. FLAG ETIQUETTE

V.I.1. Whenever a Fire Fighter in the greater Los Angeles area suffers a fatal job related injury or illness, or where more than one Fire Fighter suffers a fatal job related injury or illness outside of the county and there is wide-spread news coverage of that event, all Burbank fire stations will lower their flags to half-staff for an appropriate period of time. The time that flags are lowered will vary with the circumstances; however, as a guideline, flags should be lowered from the time of notification until after interment.

V.I.2. In the event that any employee becomes aware of a Fire Fighter fatality, this information should be passed through appropriate channels to the Line Battalion Chief for action. A chief officer will then make the determination as to when flags are to be lowered and later raised.

V.I.3. In addition to the above stated policy, the City Manager's office will be advised and request the rest of the City also lower their flags to half-staff.

V.J. NOTIFICATION OF UNION

In the interest of meeting the needs of Burbank Fire Department employees, active and retired, the City of Burbank and the Union, mutually agree on the following:

V.J.1. In the event of an active employee's on-duty or off-duty illness or injury which requires said employee's hospitalization, the officer in charge will attempt to contact the Union President, or authorized representative, to coordinate with the Fire Department Administration to best meet the immediate needs of the involved employee and employee's family. This policy shall also be applicable in the event of an employee's death.

V.J.2. The Union President or his authorized representative shall be notified of all second alarm assignments and code 20 incidents.

V.J.3. The Union, upon confirmation of a retired employee's injury, illness or death, shall contact the Fire Department Administration as soon as possible. During normal business hours, the Union President, or authorized representative, shall

contact the Administrative Battalion Chief. At all other times, the Line Battalion Chief shall be contacted. If the Department receives initial notification regarding a retiree, it shall contact the Union President, or authorized representative, as soon as possible. Upon notification, both parties will work together to meet the immediate needs of the retired employee and their family.

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

V.J.3.b. 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 employee and employee's family during a time of great need.

V.K. 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.

V.L. 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.

V.M. MOU COPIES

The City will provide the BFF, at no cost, at least 20 printed copies of this collective bargaining agreement. The printed copies will be 8 ½ inches by 11 inches. In addition, the City will provide ten (10) electronic copies of this collective bargaining agreement to the BFF.

V.N. NEPOTISM POLICY

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

V.N.1. Promotional Candidate Appeal Process

V.N.1.a. Administrative appeal procedure for rejected promotional candidates:

If a promotional candidate is rejected on the basis of the City's Administrative Procedure II-53 regarding employment of relatives, they shall have the right to appeal the decision through an Administrative Appeal Procedure. The Administrative Appeal Procedure is as follows:

V.N.1.b. The candidate, upon notification of rejection, may, within three (3) working days, file a written appeal of the decision with the Management Services Director. The written submission must include the specific basis for the

appeal under the policy.

V.N.1.c. The Management Services Director will review the matter and respond to the appellant within five (5) working days of receipt of the appeal.

V.N.1.d. If the appeal is denied by the Management Services Director, the candidate may, within three (3) working days, appeal the decision to the City Manager or authorized representative.

V.N.1.e. The City Manager or authorized representative will review the matter and respond to the appellant within five (5) working days. The decision of the City Manager or authorized representative is final.

V.O. LABOR/MANAGEMENT COMMITTEES

Joint Labor/Management Committees will be established to discuss the following:

V.O.1. A committee, under the direction of the Management Services Department, to recommend modifications and revisions to the department's current Personnel Evaluation Form. It is the goal of this committee to complete its work by November 30, 2009.

V.P. 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 positions of Fire Engineer and Fire Captain.

V.Q. LABOR ORGANIZATION IDENTIFICATION

V.Q.1. All Burbank Fire Department apparatus and other vehicles shall display the IAFF three inch (3") window decal in the right lower corner of the windshield or similar location so as to be visible but not obscure the driver's vision field in any way. It shall be the responsibility of the Union to provide and maintain the decals in a state of good condition at all times.

V.Q.2. At the option of each employee in the Union, they may affix a two inch (2") IAFF gold reflective decal to the underside of the rear brim of their fire helmet. It shall be the responsibility of the Union to provide the decals to each employee.

V.R. DEFINITIONS

Assessment Paramedic: Employees designated by the Fire Chief to receive assessment paramedic special assignment pay as defined in **Article II I.1.**

Paramedic Unit: An apparatus manned full time by two paramedics of any rank and recognized by the Los Angeles County Department of Health as such. It may be a Rescue Ambulance or an Engine Company.

Roster: The official log of hours worked on any particular day.

Work Day:	A twelve (12) hour work period for 56 hour suppression assignment employees or an eight (8) hour work period for 40 hour staff assignment employees.
Shift:	Two (2) twelve (12) hour workdays worked consecutively in a 24 hour period beginning at 0730 hours for a Kelly schedule and 0700 for a 48/96 schedule.
FLSA Cycle:	<p>A defined work period with a maximum number of eligible hours not subject to FLSA overtime. Eligible hours in excess of the maximum number of hours contained in the defined work period, as shown below, will be subject to FLSA overtime.</p> <ul style="list-style-type: none"> • Kelly schedule FLSA cycle: 27 calendar days, 204 hours • 48/96 schedule FLSA cycle: 24 calendar days, 182 hours • 40-hour schedule FLSA cycle: 7 calendar days, 53 hours
Special Assign.	An appointment to a specialized duty where additional compensation as outlined in II.I. is paid. Removal from special assignment is not a grievable issue and can occur at any time at the sole discretion of the Fire Chief.
Incentive Pay:	Compensation made available to encourage attainment of specific departmental goals as outlined in II.I.
Employee Recall:	When an employee is ordered back to duty on a day when the employee would normally be off duty and refusal of such order could invoke disciplinary action.
Employee Hire:	When an employee voluntarily makes themselves available for hire back and can remove their name for consideration of hire without penalty.

EXHIBIT A

City of Burbank
Management Services Department - Personnel Division
PERFORMANCE EVALUATION
Fire Department

Employee Name & Number: _____ Job Title: _____

Hire Date: _____ Appointed to Present Class: _____ Appraisal Period From: _____ To: _____

Type of Evaluation: Probationary Annual Other _____

PERFORMANCE ANALYSIS
Work Quality and Productivity

A. Degree of Supervision Required

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exemplary

Requires constant supervision or direction	Needs supervision more often than employees performing at satisfactory level	Acts independently in activities that are customary to position responsibilities	Requires less direction or supervision in the performance of duties	Performs duties promptly without supervision
--	--	--	---	--

Comments:

B. Initiative

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exemplary

Avoids responsibility	Reluctant to accept assigned duties	Accepts and discharges delegated duties willingly	Readily accepts additional duties	Initiates additional duties and responsibilities
-----------------------	-------------------------------------	---	-----------------------------------	--

Comments:

C. Quality

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exemplary

Consistently produces work with major errors or omissions	Work frequently contains errors or shows poor judgment	Quality of work is about the same as that of most employees of this grade and type of work	Frequently produces error free work	Consistently produces work with little or no errors
---	--	--	-------------------------------------	---

Comments:

D. Completeness

Unsatisfactory Needs Improvement Satisfactory Above Satisfactory Exemplary

Work is seldom carried through to completion	Final details sometimes need completion	Work normally completed with attention to details	Very thorough in attention to details	Work always completed with thorough attention to detail and appropriate "follow-up"
--	---	---	---------------------------------------	---

Comments:

E. Communication - Written and Oral

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Vague and ambiguous in expression of ideas	Ability to express himself/herself is somewhat limited	Expresses himself/herself well enough to be understood	Shows organization and consistency in expression of ideas	Unusual clarity and facility of expression
--	--	--	---	--

Comments:

F. Productivity

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Tends to obstruct work output	Not very productive in job assignment	Produces work volume consistent with job assignment	Frequently performs more than the normal work load for this assignment	Handles an unusually large volume of work
-------------------------------	---------------------------------------	---	--	---

Comments:

JOB KNOWLEDGE

A. Ability To Learn

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Responds slowly and with poor understanding	Has some difficulty in comprehending	Adequately learns new ideas and concepts	Learns new things easily	High capability to learn and apply new ideas
---	--------------------------------------	--	--------------------------	--

Comments:

B. Fire Fighting: Bureau Suppression

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Lacks adequate knowledge or skills to perform at an acceptable level	Inconsistently applies required knowledge and skills	Maintains and applies knowledge and skills adequate to satisfactorily perform assigned duties	Maintains and applies required knowledge and skills at a higher level than most in this assignment	Maintains and applies required knowledge and skills at a consistently high level
--	--	---	--	--

Comments:

C. Fire Prevention: Bureau Suppression

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Lacks adequate knowledge of skills to perform at an acceptable level	Inconsistently applies required knowledge and skills	Maintains and applies knowledge and skills adequate to satisfactorily perform assigned duties	Maintains and applies required knowledge and skills at a higher level than most in this assignment	Maintains and applies required knowledge and skills at a consistently high level
--	--	---	--	--

Comments:

D. Emergency Medical Service: Paramedic Non-Paramedic

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Lacks adequate knowledge or skills to perform at an acceptable level	Inconsistently applies required knowledge and skills	Maintains and applies knowledge and skills adequate to satisfactorily perform assigned duties	Maintains and applies required knowledge and skills at a higher level than most in this assignment	Maintains and applies required knowledge and skills at a consistently high level
--	--	---	--	--

Comments:

E. Clerical/Technical Skills

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Lacks adequate knowledge or skills to perform at an acceptable level	Inconsistently applies required knowledge and skills	Maintains and applies knowledge and skills adequate to satisfactorily perform assigned duties	Maintains and applies required knowledge and skills at a higher level than most in this assignment	Maintains and applies required knowledge and skills at a consistently high level
--	--	---	--	--

Comments:

F. Supervision (Engineer and Captain Only)

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Fails to lead and develop employees	Inconsistent leadership and development of employees	Provides adequate leadership and development opportunities for employees	Provides consistent ongoing leadership and development of employees	Unusual ability in leading and developing employees into a cohesive, productive team
-------------------------------------	--	--	---	--

Comments:

G. Safety

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Unacceptable level of care and concern of safety principles	Exhibits reluctance in accepting safety procedures	Accepts and practices safety in workplace	Exhibits a high degree of conscientiousness	Cares deeply about safety and sets an outstanding example to others
---	--	---	---	---

Comments:

ATTITUDE, ADAPTABILITY AND DEPENDABILITY

A. Ability To Work With Others Within Department

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Lacks interpersonal skills	Has difficulties in dealing with fellow employees	Has no particular difficulty in working with others	Quite cooperative and able to work well with others	Has a noticeably good effect on the work group
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Comments:

B. Ability To Deal With People Outside Department

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Tends to create problems in contacts with people	Has difficulties in dealing with the public or other departments	Get along well in telephone and personal contacts inside and outside the work area	Does a commendable job of dealing with people at all levels	Unusually skilled in dealing with the public resolving complaints and obtaining the cooperation of others
--	--	--	---	---

Comments:

C. Interest in Work

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Appears bored with job	Gives impression that he/she lacks enthusiasm for assigned duties	Seems interested in present job	Almost always engrossed in his/her work	Seems to find position extremely interesting and stimulating
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Comments:

D. Flexibility

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Very rigid and opinionated	Difficult to get him/her to see any point of view different from his/her own	Can make changes to adjust to new circumstances or ideas	Adapts well to changing circumstances	Readily considers new ideas and recognizes when it is appropriate to change viewpoints
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Comments:

E. Resourcefulness

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Has considerable difficulty in dealing with anything out of the ordinary	Tends to rely on someone else when problems arise	Generally able to deal with unusual problems that arise in the course of work	Able to handle all but the most difficult problems with which he/she is confronted	Rarely stopped by any problems
--	---	---	--	--------------------------------

Comments:

F. Judgment

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Very erratic in his/her ability to reach logical conclusions	Has difficulty in analyzing variety of facts to arrive at sound conclusions	Tends to be logical in his/her approach to problems. Makes poor judgment no more often than most people	Can discriminate between relevant and irrelevant details to arrive at generally sound conclusions	Consistently arrives at correct conclusions even in the most difficult situations
--	---	---	---	---

Comments:

G. Attendance and Punctuality

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Attendance and/or punctuality is undependable	Has difficulty in reporting to work and appointments on time	Usually punctual in reporting for work and appointments	Makes a point of always trying to be on the job and on time	Exceptionally conscientious about attendance and punctuality
---	--	---	---	--

Comments:

H. Appearance

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Unsatisfactory	Poor appearance. Usually untidy or extreme	Acceptable appearance	Good impression. Usually neat, well groomed	Exceptional appearance. Always neat and well groomed
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Comments:

I. Physical Fitness

Unsatisfactory **Needs Improvement** **Satisfactory** **Above Satisfactory** **Exemplary**

Poor physical conditioning affects ability to perform assigned duties	Marginal physical conditioning sometimes affects ability to perform assigned duties	Physical conditioning is appropriate for performance of assigned duties	Better physical conditioning than most co-workers. Contributes to higher performance and endurance in physically demanding duties	Superior conditioning enables consistently high levels of performance and endurance in physically demanding duties
---	---	---	---	--

Comments:

SUMMARY

A. List highlights where employee is performing above expectations in the areas mentioned above and where employee should devote more effort to improvement of past performance:

B. Employee comments:

OVERALL PERFORMANCE RATING

UNSATISFACTORY **NEEDS IMPROVEMENT** **SATISFACTORY** **ABOVE SATISFACTORY**
 EXEMPLARY

If overall performance rating is unsatisfactory or needs improvement have you counseled the employee regarding his/her performance during the appraisal period? Yes No Date(s)

Interview conducted with _____ By: _____
 (Signature of Employee) (Signature of Supervisor) (Date)

Employee's signature does not necessarily indicate agreement with this performance evaluation.

Reviewed by: _____
 (Signature of Division Head) (Signature of Department Manager) (Date)

EXHIBIT B
BFF 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 will have a mid-2018 effective date, provided there is no crossover between the 27-day and 24-day FLSA cycles, and continue for a trial period ending on January 1, 2020. Both parties shall make every effort to implement the 48/96 work schedule effective June 10, 2018. Should the City be unable to implement the system requirements by June 10, 2018, both parties agree to meet and discuss an alternative effective date.

3. Fair Labor Standards Act (FLSA) Work Period

The work period will be defined as a 24-day work period, as permitted by the FLSA, in order to accommodate the 48/96 work schedule. Overtime will be paid in accordance with Section II.E of the Memorandum of Understanding (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. This will result in 10 hours of scheduled overtime per 24-day FLSA work period.

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 Burbank Fire Fighters' Association 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 on the date in 2018 that the 48/96 schedule is implemented, only two employees shall be allowed to utilize Tier 1 Vacation Leave on Thanksgiving Day, Christmas Eve, and Christmas Day under the normal vacation selection process. All other employees will utilize Tier 2 Vacation Leave. Effective January 1, 2019,

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 the eighth day of April 2018, and as provided herein.

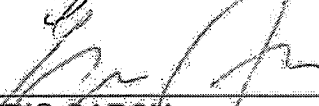
**ON BEHALF OF THE
CITY OF BURBANK:**



RON DAVIS
City Manager




BETSY MCCLINTON
Management Services Director



ERIC GARCIA
Fire Chief




CARRIE MATSON
Deputy Financial Services Director

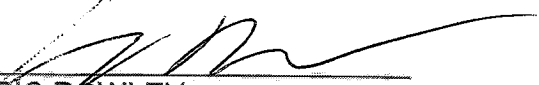


ANELY WILLIAMS
Senior Administrative Analyst

**ON BEHALF OF THE
BURBANK FIRE FIGHTERS
LOCAL NO. 778:**



STUART D. ADAMS, ESQ.
Lead Negotiator



ERIC ROWLEY
President



JAKE STOCKTON
Vice President



ANDREW ROMAINE
Secretary/Treasurer



EDMONDO ST. CYR
Director

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