

**RESOLUTION 2013 - 43**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF BRISBANE CONCERNING  
WAGES, HOURS AND WORKING CONDITIONS FOR  
THE GENERAL EMPLOYEES ASSOCIATION**

**WHEREAS**, the City of Brisbane and the General Employees Association have met and conferred in accordance with the requirements of the Meyers-Millias-Brown Act; and

**WHEREAS**, the City of Brisbane and the General Employees Association have reached an agreement regarding wages, hours and working conditions,

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

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W. CLARKE CONWAY  
Mayor

I hereby certify that the foregoing Resolution No. 2013-43 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 19, 2013, by the following vote:

AYES:  
NOES;  
ABSENT:

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SHERI MARIE SPEDIACCI  
City Clerk

**Terms of Tentative Agreement between City of Brisbane and  
The General Employees Association Bargaining Unit**

**1. MOU Renewal and Term:**

All terms of the July 1, 2006-June 30, 2011 Memorandum of Understanding ("MOU") between the General Employees Association Bargaining Unit ("GEA") and the City of Brisbane ("City"), as amended by this Tentative Agreement ("TA"), shall be renewed for the period January 1, 2014 to December 31, 2015. The parties' September 26, 2012 agreement to extend the MOU shall remain in effect through December 31, 2013, at which time all items regarding the MOU set forth in paragraphs 1-4 of the parties' September 26, 2012 Side Letter, including but not limited to the temporary 1% salary reduction, shall expire pursuant to the Side Letter's terms unless continued as a provision of the MOU as a result of this TA.

**2. Cost-of-Living Adjustment:**

Article 4, Section A shall be amended as follows:

Commencing the first full payroll period after July 1, 2014, the classifications in the GEA bargaining unit will receive a Cost of Living Adjustment ("COLA") dependent on CPI (San Francisco-W-82-84=100) movement Annual for 2013 reported in January 2014, with a minimum of 2.0% and a maximum of 3.0%.

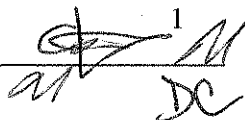
Commencing the first full payroll period after July 1, 2015, the classifications in the GEA bargaining unit will receive a COLA dependent on CPI (San Francisco-W-82-84=100) movement Annual for 2014 reported in January 2015, with a minimum of 2.0% and a maximum of 4.0%, provided that on January 1, 2015 the CalPERS Employer Contribution Rate for the employee group including the GEA bargaining unit has not increased more than 5% from the previous year's rate. For any January 1, 2015 increase in the City's contribution rate above 5%, the July 1, 2015 COLA will be reduced by the amount of percentage increase in the contribution rate that is above 5%, except that the COLA shall be no less than zero. For example, if the City's contribution rate increases by 6%, such as from 16% to 22%, on January 1, 2015, and the July 1, 2015 COLA would otherwise be 3%, the COLA would be reduced to 2%.

**3. Acting Pay:**

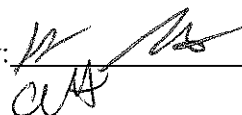
New language shall be included under Article 4 in the MOU in regard to Acting Pay, as follows:

Employees of this unit are eligible to be assigned to perform the duties of a higher classification. Assignment to this higher classification is at the discretion of the department head and shall be for a term of at least one week. The assignment is considered to be temporary in nature and shall not exceed one year. An employee assigned to perform the duties of a higher classification shall be entitled to receive 10.0% above his/her current base salary for the first thirty (30) days of such assignment and 15.0% above his/her current base salary for the duration of the assignment.

For General Employees Association:

  
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For the City:

  
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**4. Medical Benefits:**

Article 11, section A shall be amended as follows:

The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

The City shall contribute \$119.00 per month effective January 1, 2014 for the medical insurance premiums for active and retired employees. This employer required contribution will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

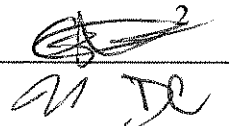
This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

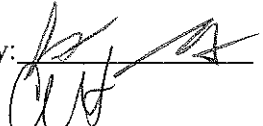
**5. Health and Welfare Reserve:**

New language shall be included in the MOU to provide for a Health and Welfare Reserve, as follows:

The City shall prefund a health and welfare reserve fund in an amount equivalent to \$1,000 for each member of the GEA bargaining unit as of January 1, 2014. This reserve fund shall not be used in 2014, and thereafter shall be used by employees to pay the employee's portion of medical insurance costs. Representatives of the City and the GEA group will meet beginning in February 2014 to discuss and decide on the specific terms of use of funds put in the Health and Welfare Reserve for GEA bargaining unit members, which shall be based on the GEA's determination of how best to use such funds.

After 2014, if there is no January 1 increase in the CalPERS Bay Area Kaiser Rate, or if there is such an increase, but the City's increase in medical insurance costs pursuant to the formula set forth above is less than 5%, the City shall contribute to the Health and Welfare Reserve an amount equivalent to the difference between a 5% increase in the City's medical insurance

For General Employees Association: 

For the City: 

costs pursuant to the formula and the City's actual increase, if any, under that formula, to be used by employees in the GEA bargaining unit to pay the employee's portion of medical insurance costs in accordance with the specific terms decided on through the process that will begin in February 2014.

The City shall provide the bargaining unit with an accounting of the funds in the health and welfare reserve fund on an annual basis after the City's annual audit. The balance of funds in the reserve shall carry over from year to year.

**6. Compensation Study**

Within 90 days of July 1, 2015, the City will complete a total compensation market survey. The parties will convene on or about March 1, 2015 to review the components of said market study. The City will meet and confer with the bargaining unit regarding the results of the market study. The parties will explore the feasibility of a median implementation strategy. Should another Bargaining Unit receive more favorable terms regarding implementation of a compensation study, then those same provisions shall apply to this unit.

**7. One-time Payment:**

Upon ratification by the GEA bargaining unit and approval by the City Council of this TA, each member in the bargaining unit will receive, by the end of the next full pay period, a one-time \$1,000 payment.

**8. Public Employees Retirement System**


Article 12 shall be amended as follows:

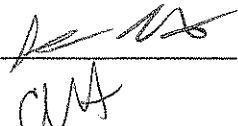
Employees hired by the City and who have entered CalPERS membership on or prior to July 1, 2008 will receive the Local Miscellaneous 2.7% @ 55 CalPERS retirement plan. The employee contribution for those participating in the Local Miscellaneous 2.7%@ 55 retirement plan will be 8.0%

Employees hired by the City and who have entered CalPERS membership from July 1, 2008 to December 31, 2012 will receive the Local Miscellaneous 2%@ 60 CalPERS retirement plan. The employee contribution for those participating in the Local Miscellaneous 2%@ 60 retirement plan will be 7.0%

New bargaining unit hires on or after January 1, 2013 who are determined by CalPERS to be "classic" or "legacy" members of the CalPERS will receive the Local Miscellaneous 2%@ 60 retirement plan. The employee contribution for those participating in the Local Miscellaneous 2%@ 60 retirement plan will be 7.0%

For new bargaining unit employees hired on or after January 1, 2013 who are new to the CalPERS retirement system, the City shall provide the Local Miscellaneous 2% at 62 retirement program. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for

For General Employees Association:  <sup>3</sup>  
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For the City: 

calculating final compensation. New bargaining unit employees shall pay 50% of the normal cost for their retirement benefit.

**9. Assignment Pay Program:**

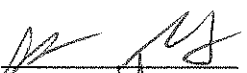
New language shall be included in the MOU under Article 4 to provide for the Assignment Pay Program, as follows:

- A. Employees in the GEA bargaining unit may apply for and participate in the City Manager's Assignment Program, in which appointed employees are assigned to perform various and specific work duties that are not within the scope of their regular work duties. The application process for such an assignment (referred to hereafter as an "Additional Assignment") shall be in accordance with the Personnel Rules & Regulations sections 7.01 - 7.04. The scope and length of an Additional Assignment is at the sole discretion of the City Manager. The current scope of duties of the regular position of an employee appointed to an Additional Assignment shall be adjusted to accommodate the time needed to perform the new assignment. Such adjustment shall be approved and agreed upon by the City Manager, the Department Head and the employee.
- B. Prior to the employee agreeing to the assignment, an employee so assigned shall be advised of the monetary compensation from \$250 to \$750 per month and/or non-monetary compensation above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay and scope and length of the assignment will be set prior to commencement of the assignment. There shall be no reduction in the amount of additional pay during the term of this agreement.
- C. Additional Assignments shall be no more than 5 - 6 hours per week on average, but in some weeks may be more and in others less. Should an assignment change in scope of duties and/or length of time during the agreed period, the employee may negotiate new compensation terms.
- D. The pay and scope of duties of an Additional Assignment shall not be incorporated in the salary or job description of the regular position of the employee appointed to the assignment, and an employee's participation in the Assignment Program shall not limit his/her future promotion eligibility. The probationary period and performance rating provisions of Article 34 of the GEA bargaining unit MOU shall apply to Additional Assignments. Application of Article 34's probationary period and performance rating provisions to an Additional Assignment shall not affect application of those provisions to an employee's regular work assignment.
- E. Withdrawal from an Additional Assignment may be agreed upon by both the City Manager and the employee by written notification at least 2 weeks prior to the withdrawal date, provided that, if completion of a time-sensitive project to which an employee committed requires more than 2 weeks from the time of notification of withdrawal, the employee will complete the project prior to withdrawal from the

For General Employees Association:

  
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For the City:

  
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Additional Assignment. Withdrawal from an Additional Assignment shall not negatively affect an employee's regular position or eligibility for other assignments or promotions.

- F. Any adjustment made to the scope of duties of the regular position of an employee appointed to an Additional Assignment shall end upon the employee's completion of or withdrawal from the Additional Assignment, so that the full scope of duties of the regular position prior to the Additional Assignment is restored.

The City and the General Employees Association acknowledge that this tentative agreement shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

GENERAL EMPLOYEES  
ASSOCIATION

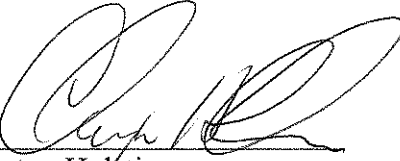
Dated 12/18/13

By 

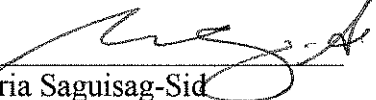
By 

By 

CITY OF BRISBANE

By   
Clayton Holstine  
City Manager

By   
Stuart Schillinger  
Administrative Services Director

By   
Maria Saguisag-Sid  
Principal Analyst

Effective Date: 01/01/2014

1.0% Increase

CITY OF BRISBANE

General Employees Unit

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Marina Maintenance Worker II	Monthly	4,357.61	4,575.49	4,804.26	5,044.47	5,296.69
	Bi-weekly	2,011.20	2,111.76	2,217.35	2,328.22	2,444.63
	Hourly	25.14	26.40	27.72	29.10	30.56
Office Assistant	Monthly	3,626.81	3,808.15	3,998.56	4,198.49	4,408.41
	Bi-weekly	1,673.91	1,757.61	1,845.49	1,937.76	2,034.65
	Hourly	20.92	21.97	23.07	24.22	25.43
Office Specialist	Monthly	4,257.10	4,469.96	4,693.46	4,928.13	5,174.54
	Bi-weekly	1,964.82	2,063.06	2,166.21	2,274.52	2,388.25
	Hourly	24.56	25.79	27.08	28.43	29.85
Parks/Facilities Maintenance Maintenance Worker I	Monthly	3,961.85	4,159.94	4,367.94	4,586.34	4,815.66
	Bi-weekly	1,828.55	1,919.97	2,015.97	2,116.77	2,222.61
	Hourly	22.86	24.00	25.20	26.46	27.78
Parks/Facilities Maintenance Maintenance Worker II	Monthly	4,357.61	4,575.49	4,804.26	5,044.47	5,296.69
	Bi-weekly	2,011.20	2,111.76	2,217.35	2,328.22	2,444.63
	Hourly	25.14	26.40	27.72	29.10	30.56
Public Works Inspector	Monthly	6,502.92	6,828.07	7,169.47	7,527.94	7,904.34
	Bi-weekly	3,001.35	3,151.42	3,308.99	3,474.43	3,648.16
	Hourly	37.52	39.39	41.36	43.43	45.60
Public Works Lead Maintenance Worker	Monthly	5,229.77	5,491.26	5,765.82	6,054.11	6,356.82
	Bi-weekly	2,413.74	2,534.43	2,661.15	2,794.20	2,933.92
	Hourly	30.17	31.68	33.26	34.93	36.67
Public Works Maintenance Worker I	Monthly	3,961.85	4,159.94	4,367.94	4,586.34	4,815.66
	Bi-weekly	1,828.55	1,919.97	2,015.97	2,116.77	2,222.61
	Hourly	22.86	24.00	25.20	26.46	27.78
Public Works Maintenance Worker II	Monthly	4,357.61	4,575.49	4,804.26	5,044.47	5,296.69
	Bi-weekly	2,011.20	2,111.76	2,217.35	2,328.22	2,444.63
	Hourly	25.14	26.40	27.72	29.10	30.56
Receptionist	Monthly	3,626.81	3,808.15	3,998.56	4,198.49	4,408.41
	Bi-weekly	1,673.91	1,757.61	1,845.49	1,937.76	2,034.65
	Hourly	20.92	21.97	23.07	24.22	25.43
Recreation Program Coordinator	Monthly	3,784.91	3,974.16	4,172.87	4,381.51	4,600.59
	Bi-weekly	1,746.88	1,834.23	1,925.94	2,022.24	2,123.35
	Hourly	21.84	22.93	24.07	25.28	26.54
Senior Accounting Assistant	Monthly	4,269.67	4,483.15	4,707.31	4,942.68	5,189.81
	Bi-weekly	1,970.62	2,069.15	2,172.60	2,281.24	2,395.30
	Hourly	24.63	25.86	27.16	28.52	29.94

Effective Date: 1/1/2014

1.0% Increase

**CITY OF BRISBANE**

General Employees Unit

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Accounting Assistant I	Monthly	3,424.74	3,595.98	3,775.78	3,964.57	4,162.80
	Bi-weekly	1,580.65	1,659.68	1,742.67	1,829.80	1,921.29
	Hourly	19.76	20.75	21.78	22.87	24.02
Accounting Assistant II	Monthly	3,769.20	3,957.66	4,155.54	4,363.32	4,581.49
	Bi-weekly	1,739.63	1,826.61	1,917.94	2,013.84	2,114.53
	Hourly	21.75	22.83	23.97	25.17	26.43
Administrative Assistant	Monthly	4,529.32	4,755.79	4,993.58	5,243.26	5,505.42
	Bi-weekly	2,090.46	2,194.98	2,304.73	2,419.97	2,540.96
	Hourly	26.13	27.44	28.81	30.25	31.76
Assistant Engineer I	Monthly	5,273.74	5,537.43	5,814.30	6,105.02	6,410.27
	Bi-weekly	2,434.03	2,555.74	2,683.52	2,817.70	2,958.59
	Hourly	30.43	31.95	33.54	35.22	36.98
Assistant Engineer II	Monthly	5,800.38	6,090.40	6,394.92	6,714.67	7,050.40
	Bi-weekly	2,677.10	2,810.95	2,951.50	3,099.08	3,254.03
	Hourly	33.46	35.14	36.89	38.74	40.68
Associate Planner	Monthly	6,104.01	6,409.21	6,729.67	7,066.15	7,419.46
	Bi-weekly	2,817.24	2,958.10	3,106.00	3,261.30	3,424.37
	Hourly	35.22	36.98	38.83	40.77	42.80
Community Development Technician	Monthly	4,620.41	4,851.43	5,094.00	5,348.70	5,616.14
	Bi-weekly	2,132.50	2,239.12	2,351.08	2,468.63	2,592.06
	Hourly	26.66	27.99	29.39	30.86	32.40
Community Service Officer	Monthly	3,781.76	3,970.85	4,169.39	4,377.86	4,596.75
	Bi-weekly	1,745.43	1,832.70	1,924.33	2,020.55	2,121.58
	Hourly	21.82	22.91	24.05	25.26	26.52
Executive Administrative Assistant	Monthly	4,693.70	4,928.39	5,174.81	5,433.55	5,705.23
	Bi-weekly	2,166.32	2,274.64	2,388.37	2,507.79	2,633.18
	Hourly	27.08	28.43	29.85	31.35	32.91
Head Lifeguard	Monthly	2,740.00	2,877.00	3,020.85	3,171.89	3,330.48
	Bi-weekly	1,264.62	1,327.85	1,394.24	1,463.95	1,537.14
	Hourly	15.81	16.60	17.43	18.30	19.21
Human Resources Technician1	Monthly	4,620.41	4,851.43	5,094.00	5,348.70	5,616.14
	Bi-weekly	2,132.50	2,239.12	2,351.08	2,468.63	2,592.06
	Hourly	26.66	27.99	29.39	30.86	32.40
Marina Maintenance Worker I	Monthly	3,961.85	4,159.94	4,367.94	4,586.34	4,816.00
	Bi-weekly	1,828.55	1,919.97	2,015.97	2,116.77	2,222.77
	Hourly	22.86	24.00	25.20	26.46	27.78