

RESOLUTION 2020-04

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE EXECUTIVE MANAGEMENT GROUP**

WHEREAS, the City of Brisbane and the Executive Management Group have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Executive Management Group 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-04 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BRISBANE
AND THE
EXECUTIVE MANAGEMENT GROUP

JULY 1, 2019 – JUNE 30, 2022

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISBANE AND
THE EXECUTIVE MANAGEMENT GROUP

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., the City of Brisbane and the Brisbane Executive Management Group have entered into this Agreement. The purpose of this Agreement is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research and defined as two consecutive quarters of negative growth in the United States Gross Domestic Product (GDP)).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Executive Management Employees Group as the majority representative for the bargaining unit consisting of the following classifications:

Assistant to the City Manager	Marina Services Director
City Clerk	Parks & Recreation Director
Community Development Director	Public Works Director/City Engineer
Director of Marina and Aquatic Services	

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in the Agreement, it shall be understood to include all genders.

For the Executive Management Group: RLB

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For the City: _____

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence or non-existence of facts which are the basis of the management decision;
3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions but not limited to, the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duty for lack of work or similar non-disciplinary reasons;
11. To establish and modify productivity and performance programs and standards;
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quality standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Impact of Management Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Group over the impact of the exercise of

management's rights upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement

ARTICLE 5. CLASSIFICATIONS AND PAY PLAN

A. Salaries

Wages for covered employees are set forth in Appendix A, which is hereby incorporated as though set forth in full.

The following changes in the wages will be made during the term of the agreement:

1. Effective the first full pay period in July 2019, an increase of 2%.
2. Effective the first full pay period in January 2020, an increase of 2%.
3. Effective the first full pay period in July 2020, an increase of 2%.
4. Effective the first full pay period in January 2021, an increase of 2%.
5. Effective the first full pay period in July 2021, an increase of 2%.
6. Effective the first full pay period in January 2022, an increase of 2%.

B. Employees within the City Clerk classification will receive a 3.5% market adjustment effective the first full pay period in July 2019.

C. Additional Compensation

1. Auto Allowance: Employees of this unit are eligible to receive up to \$300 per month automobile allowance or be provided a City vehicle at the discretion of the City Manager.
2. Management Incentive: On or about the second pay period of August each year, the City Manager may grant up to 10 days management incentive annually to Executive Management in recognition of solid and consistent performance and significant contribution of time and effort over the past year. Based upon the determination of the City Manager as to the ability of the City to afford paying out Management Incentive time, the employee can elect to receive this leave in the form of time off or pay. Employees shall elect whether to receive leave in the form of time off or pay prior to December 31 of the year prior to when the leave is granted. When the employee elects to receive this leave in the form of time off, said leave shall be taken within one year from the date it is granted, and may not be carried over beyond that point. If there is an inability of the City to pay out Management Incentive, it will be awarded as leave time. For employees who received a grant of leave after August 2018 but prior to August 2019, management incentive leave shall be prorated.
3. Assignment Pay – Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 and \$750 per month above

and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 – 6 hours per week but some weeks may be more and others less.

ARTICLE 6. HOUSING ASSISTANCE PROGRAM

The City Council hereby establishes a policy of encouraging Executive Management employees to participate in the community as a resident of Brisbane. To that end, the City Manager and Finance Director shall implement a Housing Assistance Program.

Such assistance may be provided in the form of a housing allowance in the sum of \$250 per month for an employee who resides in Brisbane.

The City Manager may also offer loans to Executive Management employees on a case-by-case basis to provide the employee with assistance in purchasing housing. The City Manager shall administer the program and shall review the circumstances and financial need of the Executive Management employee in order to determine the most appropriate means, if any, to effectuate the housing financing consistent with the financial conditions of the City and such other pertinent factors as the City Manager deems applicable. Arrangements for housing financing shall be reviewed and approved by the City Attorney prior to being presented to the City Council for final approval. In no event is the City obligated to provide such assistance and may in its sole discretion terminate or modify this Housing Assistance Program.

ARTICLE 7. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

- A. 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%
- B. 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%
- C. New bargaining unit employees hired on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of 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%
- D. For new bargaining unit employees hired on or after January 1, 2013 who are determined by CalPERS to be “new” members of CalPERS will receive the Local Miscellaneous 2% @ 62 retirement program. The employee contribution for those participating in the Local Miscellaneous 2% @ 62 plan shall pay 50% of the normal cost. 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 calculating final compensation

ARTICLE 8. OVERTIME

As defined by the Fair Labor Standards Act, employees in the Executive Management Group are considered exempt and as such are exempted from the Act’s overtime requirements.

ARTICLE 9. INSURANCE

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA), currently at \$136 for 2019 and \$139 for 2020. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extend required by state law.

The City’s contribution to the Flexible Compensation Plan (cafeteria plan) effective December 2019 shall increase by 3% to the following amounts:

- No Plan \$622.71
- Single party \$765.03
- Two party \$1677.74
- Family \$2225.40

The City’s contribution to the Flexible Compensation Plan (cafeteria plan) shall increase as follows:

- 3% guaranteed increase in December 2020
- 3% guaranteed increase in December 2021
- The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2020	3%	
2021	3%	3%
2022	3%	3% unless a portion used in previous year

C. Dental Benefits

For the Executive Management Group: RLB

For the City: _____

During the term of this agreement, the City shall contribute the sum of \$145 per month per employee toward a dental plan.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan, however, employees will be required to pay all costs of the plan not covered by the above City contribution.

D. Life Insurance & Long Term Disability

The City shall maintain in effect for the term of this agreement the existing life and long-term disability insurance plans.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement the existing level of coverage. The City shall contribute 100% of the family rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its existing Employee Assistance Program.

ARTICLE 10. WELLNESS BENEFIT

The City will provide up to \$300 per fiscal year for a wellness benefit. The City will establish a group of employees from throughout the City's workforce to develop a wellness reimbursement policy by January 1, 2020. However, the benefit will not be payable until mutual agreement is reached on an appropriate program.

ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit

- 1) The employee has 15 years or more service with the City of Brisbane.

- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

ARTICLE 12. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

Effective January 18, 2011, for employees hired on or after July 1, 2008 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward one of the City's 457 deferred compensation plans and the above Article 10. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of up to two point five (2.5%) percent of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to one percent (1.0%). The City's total contribution toward any employee will not exceed two point five percent (2.5%).

Employees hired on or before July 1, 2008 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree medical supplemental stipend.

For individual employees hired on or before July 1, 2008 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable. Total contribution to 457 deferred compensation plans will be limited to annual maximum contributions dictated by IRS code.

ARTICLE 13. VACATION

A. All full-time personnel shall be entitled to annual vacation leave as provided below:

Years of Continuous Service	Annual Accrual Amount	Maximum Accrual Amount
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours

For the Executive Management Group: RLB

For the City: _____

- B. Vacation credits shall be accrued pro rata on each pay period.
- C. Vacation credits shall be accrued pro rata on each pay period. Employees shall not be eligible to use vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.
- D. Subject to approval by the appointing authority, employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department.
- E. If operational needs are such that an employee cannot take all or part of his annual vacation in a particular calendar year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the appointing authority.
- F. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation at any time shall not exceed two years annual accrual without approval of the appointing authority. All vacation deferments approved by the City Manager shall be furnished to Human Resources in such form as may be specified.
- G. Employees of this unit may be eligible for the second tier of Vacation Leave above, if upon the date of hire, said employee possesses nine (9) years or more demonstrated experience in their respective field of hire. This advanced vacation leave allowance shall be awarded to a new or recently hired employee at the discretion of the City Manager. Employees who are awarded the second tier vacation leave allowance shall move to the third and final tier after four years' service with the City. The third tier of vacation shall be the maximum allowable annual vacation accrual.

ARTICLE 14. HOLIDAYS

- A. The City shall observe the following holidays:

January 1	November 11
The third Monday in January	Thanksgiving Day
February 12	Day after Thanksgiving
The third Monday in February	December 24
The last Monday in May	December 25
July 4	December 31
The first Monday in September	
The second Monday in October	

- B. Observance of Holidays

A City holiday shall also be observed on any day proclaimed by the President, Governor or Mayor of the City as a public holiday.

Where any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Where the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the preceding Friday shall be observed as the holiday.

When a City holiday falls on an employee's regularly scheduled day off which is other than Saturday or Sunday, another day off shall be granted.

- C. All employees covered herein are eligible for an additional 16 hours of paid holiday time (floating holidays) for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. Based on the number of months remaining in the calendar year upon the conclusion of six months of employment, the employee is eligible for paid holiday time (floating holidays) on a pro rata basis (2 hours per month).

ARTICLE 15. SICK LEAVE

Employees covered by the agreement shall be provided paid sick leave as set forth below. These benefits shall not be considered as a right, which an employee may use at his discretion, but shall be allowed only where justified by necessity and actual personal sickness or disability.

The following provisions shall govern the accrual and usage of sick leave:

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Sick leave credits earned may be accumulated without limit. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- C. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the commencement of the shift. A City Manager may require an earlier notification where it is warranted due to operational needs.

Failure to provide such notification without good reason may result in that day of absence being treated as a leave of absence without pay. The determination in this regard shall be made by the appointing authority. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

- D. Where the absence is, or is expected to be, for more than two work days, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of absence. At its discretion, the City may establish other methods of verification, as it deems appropriate. These means shall require the prior approval of the

appointing authority and may include, but not be limited to, home visitation and examination by a physician selected by the City.

- E. The payment of sick leave may be suspended by the appointing authority where he/she has reasonable grounds to believe that absences on a given day or days are the result of a concerted action on the part of two or more employees which is related to a labor dispute with the City directly or one in which the City is involved as a third party.
- F. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits may be applied to make up the difference between State benefits and full, base salary.
- G. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- H. Accrued sick leave may be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- I. No accrued leave may be used for an injury or illness arising from outside employment.

ARTICLE 16. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the City Manager to employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, and in-laws. The City Manager or designee may approve use of leave for this purpose for other than the family members defined above. The City Manager or designee may also approve extensions to such leaves due to unusual circumstances.

ARTICLE 17. PERSONAL LEAVE

Employees of this unit may use up to three (3) days per year of sick leave for purposes of conducting personal business that cannot be accommodated on the employee's own time. Effective January 1 2002, employees may use up to one (1) day per year of sick leave for purpose of conducting personal business which cannot be accommodated on the employee's own time. Use of this leave must be approved in advance by the City Manager and shall be deducted from the employee's sick leave balance.

ARTICLE 18. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the City Manager with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

ARTICLE 19. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation may be used for this purpose.

ARTICLE 20. MATERNITY LEAVE

Maternity leaves of absence shall be granted in accordance with applicable provisions of Federal and State law.

ARTICLE 21. FAMILY AND MEDICAL LEAVE

Family and Medical leave shall be granted in accordance with the applicable Federal provisions.

ARTICLE 22. LONGEVITY RECOGNITION LEAVE

In recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty (40) hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

ARTICLE 23. MANDATORY ADMINISTRATIVE LEAVE

The City Manager, in his sole discretion, may place an employee on administrative leave where, in his judgment, such action would be in the best interests of the City service. This leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending or where such leave is in the best interest of the City. The City Manager shall advise the City Council, prior to granting such leave.

ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

Except as provided under State and Federal law for employees on military leave of absence, employees on leaves of absence without pay shall not, after the first 30 days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

ARTICLE 25. LAYOFF PROCEDURE

City Personnel Rules and Regulations.

ARTICLE 26. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

For Executive Management employees, 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 the employee to the new position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

All Executive Management employees shall serve a probationary period of 18 months. The appointing authority in his/her sole discretion may extend the probationary period another six months.

During the probationary period, an appointee may be rejected at any time by the City Manager without cause and without right to appeal. Notice of rejection shall be served in writing on the probationer.

ARTICLE 27. DISCIPLINARY PROCEDURE

Every Executive Management employee shall be subject to disciplinary action only for just cause including, but not limited to, performance, and matters which are the subject of disciplinary action as contained within the Personnel Rules and Regulations of City. Such Executive Management employees also have the rights of review and appeal provided to all other employees of the City (Resolution 94-13).

ARTICLE 28. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking that conflicts or interferes with their City employment.

Outside employment shall not be undertaken by full time employees unless the department head and the appointing authority first approve the employment and determine that it will not adversely affect the employee's quality of work or availability for City service.

Under no circumstances shall an employee be authorized to perform any function related to outside employment or activities during working hours.

ARTICLE 29. USE OF CITY FACILITIES

Upon reasonable advance notice, the City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

The City Manager or designee may grant exceptions to the aforementioned on-duty policy where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meeting shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

Except as provided above, employee representatives shall not have access to City premises for the conduct of Group business.

Upon request, the City Manager or designee shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 30. PROHIBITED ACTIVITIES

No employee or employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

ARTICLE 31. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the term of this Agreement, the Group and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Agreement or in negotiations leading thereto, and irrespective of whether or not matters are discussed or were even within the contemplation of any parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

ARTICLE 32. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this Agreement which restrict the City's ability to respond to these emergencies shall be suspended

for the duration of such emergency. After the emergency is over, the Group shall have the right to meet with the City regarding the impact on employees due to the suspension of these provisions in the Agreement.

ARTICLE 33. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34. TELECOMMUTE PROVISION

The City will engage a group of employees from throughout the organization to develop telecommute and alternative work schedule policies by June 30, 2020.

ARTICLE 35. PAST PRACTICE

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Agreement. The City shall not be relieved of its obligation to meet and confer with the Group regarding changes in working conditions and practices where otherwise required by law.

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

ARTICLE 36. TERM OF THE MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on July 1, 2019, and terminate after June 30, 2022.

RATIFICATION AND EXECUTION


The City and the Executive Management Group have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the Executive Management Group acknowledge that this 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.

EXECUTIVE MANAGEMENT
GROUP

CITY OF BRISBANE

Dated 1/2/20

By 
Clayton Holstine
City Manager

By 
Randy Breault
President

By 
Stuart Schillinger
Administrative Services Director

RESOLUTION 2020-05

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE POLICE CHIEF**

WHEREAS, the City of Brisbane and the Police Chief have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Police Chief 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-05 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES:
ABSENT:

INGRID PADILLA
City Clerk

AGREEMENT BETWEEN THE
POLICE CHIEF
AND THE CITY OF BRISBANE

JULY 1, 2019 – JUNE 30, 2022

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISBANE
AND THE POLICE CHIEF

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., the City of Brisbane and the Police Chief have entered into this Agreement. The purpose of this Agreement is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Police Chief as the sole and exclusive representative for this bargaining unit.

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in the Agreement, it shall be understood to include all genders.

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

- A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence or non-existence of facts which are the basis of the management decision;
3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions but not limited to, the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duty for lack of work or similar non-disciplinary reasons;
11. To establish and modify productivity and performance programs and standards;
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quality standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;

19. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Impact of Management Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Police Chief over the impact of the exercise of management's rights upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement

ARTICLE 5. CLASSIFICATION AND PAY PLAN

A. Salaries

The Police Chief shall be paid in accordance with the pay schedule attached hereto as Appendix "A" and by such reference made a part hereof, which incorporates all salary modifications made to date.

Step A is the normal beginning step. However, with the approval of the City Manager, a person with exceptional qualifications may be appointed at a higher step. If an employee has performed satisfactorily during his/her first six months of employment, a step increase may be granted. Successive step merit increases shall be granted annually thereafter, until the top step is reached if, in the opinion of the City Manager, performance of the employee merits such an increase.

Market Adjustments

1. The Police Chief shall receive a 3% market adjustment effective the first full pay period in July 2019.

The following changes in the wages will be made during the term of the agreement:

1. Effective the first full pay period in July 2019, an increase of 2%
2. Effective the first full pay period in January 2020, an increase of 2%
3. Effective the first full pay period in July 2020, an increase of 2%
4. Effective the first full pay period in January 2021, an increase of 2%
5. Effective the first full pay period in July 2021, an increase of 2%
6. Effective the first full pay period in January 2022, an increase of 2%

B. Additional Compensation

1. On or about the second pay period of August each year, the City Manager may grant up to 10 days management incentive annually to Police Chief in recognition of performance and significant contribution of time and effort over the past year. Based upon the determination of the City Manager as to the ability of the City to afford paying out management incentive, the employee can elect to receive this leave in the form of time off or pay. Such election shall be made prior to December 31 of the year prior to when the leave is granted. When the employee elects to receive this leave in the form of time off, said leave shall be taken within one year from the date it is granted, and may not be carried over beyond that point.

If there is an inability of the City to pay out Administrative Leave it will be awarded as leave time. Employees who receive leave after August 2018 but prior to August 2019 shall have the amount of leave prorated.

2. The employee in this unit may be appointed to act as Deputy City Manager. Appointment to this position is at the discretion of the City Manager. The employee, when so appointed, shall be eligible to receive up to 10.0% of his/her current base salary.

ARTICLE 6. HOUSING ASSISTANCE PROGRAM

The City Council hereby establishes a policy of encouraging Police Chief to participate in the community as a resident of Brisbane. To that end, the City Manager and Administrative Services Director shall implement a Housing Assistance Program.

Such assistance may be provided in the form of a housing allowance in the sum of \$250 per month for an employee who resides in Brisbane.

The City Manager may also offer loans to the Police Chief to provide the employee with assistance in purchasing housing. The City Manager shall administer the program and shall review the circumstances and financial need of the Police Chief in order to determine the most appropriate means, if any, to effectuate the housing financing consistent with the financial conditions of the City and such other pertinent factors as the City Manager deems applicable. Arrangements for housing financing shall be reviewed and approved by the City Attorney prior to being presented to the City Council for final approval. In no event is the City obligated to provide such assistance and may in its sole discretion terminate or modify this Housing Assistance Program.

ARTICLE 7. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Employees hired by the City and who have entered CalPERS membership prior to January 1, 2013 will receive the Local Safety 3% @ 55 CalPERS retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

New Police Chief 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 Safety 3%@ 55 retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

New Police Chiefs hired on or after January 1, 2013 who are determined by CalPERS to be "new" members of the CalPERS retirement system will receive the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost for the retirement benefit. 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 calculating final compensation.

ARTICLE 8. HOURS OF WORK AND OVERTIME

As defined by the Fair Labor Standards Act, the Chief of Police is considered exempt and as such is exempted from the Act’s overtime requirements.

ARTICLE 9. INSURANCE

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA), currently at \$136 for 2019 and \$139 for 2020. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extend required by state law.

The City’s contribution to the Flexible Compensation Plan (cafeteria plan), effective December 2019, will increase by 3% as follows:

- No Plan \$622.71
- Single party \$765.03
- Two party \$1677.74
- Family \$2225.40

The City’s contribution to the Flexible Compensation Plan (cafeteria plan) shall increase as follows:

- 3% guaranteed increase in December 2020
- 3% guaranteed increase in December 2021
- The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2020	3%	
2021	3%	3%
2022	3%	3% unless a portion used in previous year

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

C. Dental Benefits

Effective upon ratification, the City will increase the amount it contributes to the self-insured dental on behalf of employee by \$50 per month for a total sum of \$145 per month per employee toward said program, as set forth in the employee dental plan. Coverage shall be as follows:

1. The current maximum reimbursement amount for eligible employees is \$2,000 per plan year.
2. The current maximum reimbursement amount for eligible dependents is \$1,060 per plan year.
3. The amount of the unused employee balance that can be applied to the outstanding dependent balance is \$530 per fiscal year.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan. Employee will be required to pay all costs of the plan not covered by the City contribution

D. Life Insurance & Long Term Disability

The City shall maintain in effect for the term of this agreement the existing life and long-term disability insurance plans.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement the existing level of coverage. The City shall contribute 100% of the family rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its occupational health services in order to provide an employee assistance program.

ARTICLE 10. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the

employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 11 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

ARTICLE 11. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

- A. For employees hired on or after July 1, 2016 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward one of the City's 457 deferred compensation plans and the above Article 10. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of up to two point five (2.5%) percent of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to one percent (1.0%). The City's total contribution toward any employee will not exceed two point five percent (2.5%).
- B. Employees hired on or before July 1, 2016 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree medical supplemental stipend.
- C. For individual employees hired on or before July 1, 2016 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) annually. This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable. Total contribution to 457 deferred compensation plans will be limited to annual maximum contributions dictated by IRS code.

ARTICLE 12. VACATION

A. All full-time personnel shall be entitled to annual vacation leave as provided below:

Years of Continuous Service	Annual Accrual Amount	Maximum Accrual Amount
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours

- B. Vacation credits shall be accrued pro rata on each pay period.
- C. Vacation credits shall be accrued pro rata on each pay period. Employees shall not be eligible to use vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.
- D. Subject to approval by the appointing authority, employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department.
- E. If operational needs are such that an employee cannot take all or part of his annual vacation in a particular calendar year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the appointing authority.
- F. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation at any time shall not exceed two years annual accrual without approval of the appointing authority. All vacation deferments approved by the City Manager shall be furnished to Human Resources in such form as may be specified.
- G. Employees of this unit may be eligible for a higher tier of Article 11, Section A Vacation Leave above, if upon the date of hire, said employee possesses nine (9) years or more demonstrated experience in their respective field of hire. This advanced vacation leave allowance shall be awarded to a new or recently appointed employee at the discretion of the City Manager. Employees who are awarded the second tier vacation leave allowance shall graduate to the third and final tier after four years of service as Police Chief. The third tier of vacation shall be the maximum allowable annual vacation accrual.

ARTICLE 13. HOLIDAYS

A. The City shall observe the following holidays:

January 1
The third Monday in January

November 11
Thanksgiving Day

February 12	Day after Thanksgiving
The third Monday in February	December 24
The last Monday in May	December 25
July 4	December 31
The first Monday in September	
The second Monday in October	

B. Observance of Holidays

A City holiday shall also be observed on any day proclaimed by the President, Governor or Mayor of the City as a public holiday.

Where any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Where the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the preceding Friday shall be observed as the holiday.

When a City holiday falls on an employee's regularly scheduled day off which is other than Saturday or Sunday, another day off shall be granted.

- C. All full-time scheduled employees covered herein are eligible for an additional 16 hours of paid holiday time (floating holidays) for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. Based on the number of months remaining in the calendar year upon the conclusion of six months of employment, the employee is eligible for paid holiday time (floating holidays) on a pro rata basis (2 hours per month).

ARTICLE 14. SICK LEAVE

Employees covered by the agreement shall be provided paid sick leave as set forth below. These benefits shall not be considered as a right, which an employee may use as his discretion, but shall be allowed only where justified by necessity and actual personal sickness or disability.

The following provisions shall govern the accrual and usage of sick leave:

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Sick leave credits earned may be accumulated without limit. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- C. Employee shall not accrue sick leave during their first 90 days of employment under original appointments, but shall receive credits for that period when 90 days of service has been attained.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the

commencement of the shift. The City Manager may require an earlier notification where it is warranted due to operational needs.

Failure to provide such notification without good reason may result in that day of absence being treated as a leave of absence without pay. The determination in this regard shall be made by the appointing authority. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or is expected to be, for more than two work days, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of absence. At its discretion, the City may establish other methods of verification, as it deems appropriate. These means shall require the prior approval of the appointing authority and may include, but not be limited to, home visitation and examination by a physician selected by the City.

The payment of sick leave may be suspended by the appointing authority where he/she has reasonable grounds to believe that absences on a given day or days are the result of a concerted action of the part of two or more employees which is related to a labor dispute with the City directly or one in which the City is involved as a third party.

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits may be applied to make up the difference between State benefits and full, base salary.
- F. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- G. Accrued sick leave may be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- H. No accrued leave may be used for an injury or illness arising from outside employment.

ARTICLE 15. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the City Manager to full-time employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, and in-laws. City Manager or designee may approve use of leave for this purpose for other than the family members defined above. The City Manager or designee may also approve extensions to such leaves due to unusual circumstances.

ARTICLE 16. PERSONAL LEAVE

The full-time employee in this unit may use up to one (1) day per year of sick leave for purpose of conducting personal business which cannot be accommodated on the employee's own time. Use of this leave must be approved in advance by the City Manager and shall be deducted from the employee's sick leave balance.

ARTICLE 17. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the City Manager with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

ARTICLE 18. JURY DUTY

A full-time employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation may be used for this purpose.

ARTICLE 19. MATERNITY LEAVE

Maternity leaves of absence shall be granted in accordance with applicable provisions of Federal and State law.

ARTICLE 20. FAMILY AND MEDICAL LEAVE

Family and Medical leave shall be granted in accordance with the applicable Federal and State provisions. The policies and procedures covering this article are set forth in the Family and Medical Leave Policy.

ARTICLE 21. MANDATORY ADMINISTRATIVE LEAVE

The City Manager, in his sole discretion, may place an employee on administrative leave where, in his judgment, such action would be in the best interests of the City service. This leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending or where such leave is in the best interest of the City. The City Manager shall advise the City Council, prior to granting such leave.

ARTICLE 22. LONGEVITY RECOGNITION LEAVE

In recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty (40) hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

ARTICLE 23. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

Except as provided under State and Federal law for employees on military leave of absence or other such protected leave, employees on leaves of absence without pay shall not, after the first 30 days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverage. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

ARTICLE 24. WELLNESS BENEFIT

The City will provide up to \$300 per fiscal year for a wellness benefit. The City will establish a group of employees from throughout the City's workforce to develop a wellness reimbursement policy by January 1, 2020. However, the benefit will not be payable until mutual agreement is reached on an appropriate program.

ARTICLE 25. LAYOFF PROCEDURE

The policies and procedures covering this article are set forth in the City Personnel Rules and Regulations, Section 12.02.

ARTICLE 26. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

For the classification of Police Chief, 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 the employee to the new position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The Police Chief shall serve a probationary period of 12 months. The appointing authority in his/her sole discretion may extend the probationary period another six months.

During the probationary period, an appointee may be rejected at any time by the City Manager without cause and without right to appeal. Notice of rejection shall be served in writing on the probationer.

ARTICLE 27. DISCIPLINARY PROCEDURE

The Police Chief shall be subject to disciplinary action only for just cause including, but not limited to, performance, and matters which are the subject of disciplinary action as contained within the

Personnel Rules and Regulations of the City. The Police Chief shall also have the rights of review and appeal provided to all other employees of the City (Resolution 94-13).

ARTICLE 28. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking that conflicts or interferes with their City employment.

Outside employment shall not be undertaken by full time employees unless the department head and the appointing authority first approve the employment and determine that it will not adversely affect the employee's quality of work or availability for City service.

Under no circumstances shall an employee be authorized to perform any function related to outside employment or activities during working hours.

ARTICLE 29. USE OF CITY FACILITIES

Upon reasonable advance notice, City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

The City Manager or designee may grant exceptions to the aforementioned on-duty policy where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meeting shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

Except as provided above, employee representatives shall not have access to City premises for the conduct of Group business.

Upon request, City Manager or designee shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 30. PROHIBITED ACTIVITIES

No employee or employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

ARTICLE 31. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the term of this Agreement, the Group and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Agreement or in negotiations leading thereto, and irrespective of whether or not matters are discussed or were even within the contemplation of any parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

ARTICLE 32. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this Agreement which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Group shall have the right to meet with the City regarding their impact on employees of the suspension of these provisions in the Agreement.

ARTICLE 33. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34. PAST PRACTICE

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Agreement. The City shall not be relieved of its obligation to meet and confer with the Group regarding changes in working conditions and practices where otherwise required by law.

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

ARTICLE 35. TERM OF THE AGREEMENT

The term of this Memorandum of Understanding shall commence on July 1, 2019, and terminate after June 30, 2022.

RATIFICATION AND EXECUTION

The City and the Police Chief have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will


jointly urge the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the Police Chief acknowledge that this 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.

POLICE CHIEF

CITY OF BRISBANE

Dated 01/02/2020

By 
Clayton Holstine
City Manager

By 
Elizabeth Macias

By 
Stuart Schillinger
Administrative Services Director

RESOLUTION 2020-06

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE POLICE COMMANDER**

WHEREAS, the City of Brisbane and the Police Commander have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Police Commander 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-06 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BRISBANE
AND THE
POLICE COMMANDER ASSOCIATION

July 1, 2019 – June 30, 2022

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BRISBANE AND
THE POLICE COMMANDER ASSOCIATION

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., this Agreement has been entered into by the City of Brisbane and the Police Commander. The purpose of this Agreement is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of the memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive representative for the bargaining unit consisting of the following classification.

Police Commander

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in the Agreement, it shall be understood to include all genders.

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence or non-existence of facts which are the basis of the management decision;
3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions but not limited to, the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duty for lack of work or similar non-disciplinary reasons;
11. To establish and modify productivity and performance programs and standards;
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quality standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Impact of Management Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Group over the impact of the exercise of management's rights upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement

ARTICLE 5. CLASSIFICATION AND PAY PLAN

A. Salaries

The employee included herein shall be paid in accordance with the pay schedule attached hereto as Appendix A and by such reference made a part hereof which incorporates all salary and benefit modifications made to date.

Step A is the normal beginning step. However, with the approval of the City Manager, a person with exceptional qualifications may be appointed at a higher step. If an employee has performed satisfactorily during his/her first six months of employment, a step increase may be granted. Successive step merit increases shall be granted annually thereafter until the top step is reached if, in the opinion of the Department Head or City Manager, performance of the employee merits such an increase.

Market Adjustments

1. The Police Commander shall receive a 3% market adjustment effective the first full pay period in July 2019.

The following changes in wages will be made during the term of the agreement:

1. Effective the first full pay period in July 2019, an increase of 2%.
2. Effective the first full pay period in January 2020, an increase of 2%.
3. Effective the first full pay period in July 2020, an increase of 2%.
4. Effective the first full pay period in January 2021, an increase of 2%.
5. Effective the first full pay period in July 2021, an increase of 2%.
6. Effective the first full pay period in January 2022, an increase of 2%.

B. Additional Compensation

1. Administrative Leave – On or about the second pay period of August of each year, the department head, with approval from the City Manager, may grant up to 10 days of Administrative Leave time off annually to the employee in recognition of performance and significant contribution. Based upon the determination of the City Manager as to the ability of the City to afford paying out Administrative Leave time, the employee can elect to receive this leave in the form of time off or pay. Such election shall be made before December 31 of the year prior to when the leave is granted. When the employee elects to receive this leave in the form of time off, said leave shall be taken within one year from the date it is granted, and may not be carried over beyond that point. If there is an inability of the City to pay out Administrative Leave, it will be awarded as leave time. An evaluation of the employee's performance shall be written by the department head when said leave is granted. Employees who receive leave after August 2018 but prior to August 2019 shall have the amount of leave prorated.
2. Acting Pay - 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 in no event shall exceed 180 days, subject to the restrictions of Government Code section 20480. An employee assigned to perform the duties of a higher classification shall be entitled 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.

3. Compensation Study - The City will complete a total compensation market survey which will include data that is in effect on June 30, 2019. The parties will convene to review the components of said market study. The City will meet and confer with the Commander 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.

ARTICLE 6. TUITION REIMBURSEMENT

An employee shall be who takes a job-related course at an accredited institution shall be eligible for reimbursement for the cost of registration fees, tuition, and course materials upon completion of the course. The employee shall achieve a grade of "C" or better, or "Pass" if the course was a pass/fail course. All courses shall be pre-approved by the department head.

If the course(s) being taken is part of a planned college degree program at a properly accredited institution of learning, the tuition reimbursement provided shall be limited to the amount which the California State University system charges under its fee schedule for registration fees, tuition, and course materials. Partial assistance will be considered for accelerated and other special programs on a case-by-case basis. The employee shall achieve a grade of "C" or better, or "Pass" if the course(s) was a pass/fail course. All courses shall be pre-approved by the department head.

Employees receiving reimbursement as a part of a planned degree program shall be required to complete a service obligation with the City of Brisbane after completion of the program as follows:

1. One (1) year service after the end of the last semester for part-time students (six or less units per semester or eight or less quarter units per quarter).
2. Two (2) years' service after the end of the last semester for full-time students (over six units per semester or over eight quarter units per quarter).
3. The employee agrees to reimburse the City of Brisbane if he/she fails to obtain pre-approval from the department head, he/she does not meet the grade requirements, or he/she does not fulfill the service requirement.

ARTICLE 7. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Employees hired by the City and who have entered CalPERS membership prior to January 1, 2013 will receive the Local Safety 3% @ 55 CalPERS retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

New Commander 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 Safety 3%@ 55 retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

New Commander bargaining unit hires on or after January 1, 2013 who are determined by CalPERS to be “new” members to the CalPERS retirement system will receive the Local Safety 2.7% @ 57 retirement program. The employee contribution for those participating in the Local Safety 2.7%@ 57 retirement plan will be 50% of the normal cost for their retirement benefit. 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 calculating final compensation.

ARTICLE 8. OVERTIME

As defined by the Fair Labor Standards Act, employees of this unit are considered exempt and as such are exempted from the Act’s overtime requirements.

ARTICLE 9. INSURANCE

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA), currently at \$136 for 2019 and \$139 for 2020. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extend required by state law.

The City’s contribution to the Flexible Compensation Plan (cafeteria plan) effective December 2019 will be as follows:

- No Plan \$622.71
- Single party \$765.03
- Two party \$1677.74
- Family \$2225.40

The City's contribution to the Flexible Compensation Plan (cafeteria plan) shall increase as follows:

- 3% guaranteed increase in December 2020
- 3% guaranteed increase in December 2021
- The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2020	3%	
2021	3%	3%
2022	3%	3% unless a portion used in previous year

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

C. Dental Benefits

During the term of this agreement, the City shall contribute the sum of \$145 per month per employee toward a dental plan.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan, however, employees will be required to pay all costs of the plan not covered by the above City contribution.

Maximum Coverage: The current maximum reimbursement amount per employee shall be \$2,000 per plan year. The reimbursement per dependent shall be \$1,100 per plan year. The amount of the unused employee balance that can be applied to the outstanding dependent balance shall be \$530 per fiscal year.

D. Life Insurance

The City shall maintain in effect for the term of this resolution its existing life and long-term disability insurance plans.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement the existing level of coverage. The City shall contribute 100% of the family rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its existing Employee Assistance Program.

ARTICLE 10: WELLNESS BENEFIT

The City will provide up to \$300 per fiscal year for a wellness benefit. The City will establish a group of employees from throughout the City's workforce to develop a wellness reimbursement policy by January 1, 2020. However, the benefit will not be payable until mutual agreement is reached on an appropriate program.

ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

ARTICLE 12. DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION

For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a defined contribution benefit plan and the above Article 10. Supplemental Stipend will not apply. In the event the employee makes a contribution of up to Two point Five percent (2.5%) of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to one percent (1.0%). The City's total contribution toward any employee will not exceed two point five percent (2.5%).

Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree supplemental stipend.

For individual employees eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward a Defined Contribution Plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the Defined Contribution Plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) annually. This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

ARTICLE 13. MEDICAL EXAMINATION

The employee shall be eligible to receive a comprehensive medical examination, to include an electrocardiogram, every other year. The medical examination shall be the same as the pre-employment medical examination give to new police department employees. The employee shall use the same provider for the medical examination that is used by the City.

ARTICLE 14. VACATION

A. All full-time personnel shall be entitled to annual vacation leave as provided below:

Years of Continuous Service	Annual Accrual	Maximum Accrual
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours

- B. Vacation credits shall be accrued pro rata on each pay period. Employees shall not be eligible to use vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.
- C. Subject to approval by the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than one-day increments shall be discouraged.
- D. Based on the operational need or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.
- E. Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferments approved by the Appointing Authority shall be provided to Human Resources in such form as specified.
- F. It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the

discretion of the department head or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one that is submitted ten (10) days prior to the requested leave date(s).

- G. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation at any time shall not exceed two years annual accrual without approval of the appointing authority. All vacation deferments approved by the department head or the appointing authority shall be furnished to Human Resources in such form as may be specified by him/her.
- H. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriated documentation from the physician such leave will be changed to the employee's sick leave.

ARTICLE 15. HOLIDAYS

- A. The City shall observe the following holidays:

January 1	November 11
The third Monday in January	Thanksgiving Day
February 12	Day after Thanksgiving
The third Monday in February	December 23
The last Monday in May	December 25
July 4	December 31
The first Monday in September	
The second Monday in October	

- B. Observance of Holidays

A City holiday shall also be observed on any day proclaimed by the President, Governor or Mayor of the City as a public holiday.

Where any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Where the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the preceding Friday shall be observed as the holiday.

When a City holiday falls on an employee's regularly scheduled day off which is other than Saturday or Sunday, another day off shall be granted.

- C. The employees covered herein is eligible for an additional 16 hours of paid holiday time (floating holidays) for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

- D. Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. During the remainder of the 12-month probationary period, probationary employees are eligible for paid holiday time (floating holidays) on a pro rata basis on the number of month remaining in the 12-month probationary period.

ARTICLE 16. SICK LEAVE

The employees covered by this agreement shall be provided paid sick leave as set forth below. These benefits shall not be considered as a right which, an employee may use as his discretion, but shall be allowed only where justified by necessity and actual personal sickness or disability.

The accrual and usage of sick leave shall be governed by the following provisions:

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Sick leave credits earned may be accumulated without limit. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- C. Employees shall not accrue sick leave during their first 90 days of employment under original appointments, but shall receive credits for that period when 90 days of service have been attained.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the commencement of the shift. A department head may require an earlier notification where it is warranted due to operational needs.

Failure to provide such notification without good reason may result in that day of absence being treated as a leave of absence without pay. The determination in this regard shall be made by the department head, subject to final approval by the appointing authority. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or is expected to be, for more than two work days, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of absence. At its discretion, the City may establish other methods of verification as it deems appropriate. These means shall require the prior approval of the appointing authority and may include, but not be limited to, home visitation and examination by a physician selected by the City.

The payment of sick leave may be suspended by the appointing authority where he/she has reasonable grounds to believe that absences on a given day or days are the result of a concerted action of the part of two or more employees which is related to a labor dispute with the City directly or one in which the City is involved as a third party.

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits shall be applied to make up the difference between State benefits and full, base salary. However, sick leave shall not be paid for any absence of a law enforcement employee resulting from illness or injury arising out of the course of employment by the City.

An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.

- F. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- G. No accrued leave may be used for an injury or illness arising from outside employment.

ARTICLE 17. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the department head to employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, and in-laws. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above. Extensions to such leaves due to unusual circumstances may be approved by the City Manager or designee.

ARTICLE 18. PERSONAL LEAVE

The employee may use up to one (1) day per year of sick leave for the purpose of conducting personal business which cannot be accommodated on the employee's own time. Use of this leave must be approved in advance by the department head and shall be deducted from the employee's sick leave balance.

ARTICLE 19. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or

mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

ARTICLE 20. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation or administrative time off may be used for this purpose.

ARTICLE 21. MATERNITY LEAVE

Maternity leaves of absence shall be granted in accordance with applicable provisions of Federal and State law.

ARTICLE 22. MEDICAL LEAVE

The appointing authority may place an employee on a medical leave of absence without pay where, in the appointing authority's judgment, that employee is incapacitated to perform the regular functions of his position. This type of leave may be used pending the employee's anticipated recovery or pending the outcome of a medical evaluation of the employee's physical or mental health as it relates to the performance of his/her work. Before an employee is placed on such leave status, the employee shall be permitted to utilize all accrued sick leave and vacation credits.

Under normal circumstances, no leave directed or granted under this rule shall exceed 90 days at which time the appointing authority may, under extraordinary circumstances, extend the leave for a definite period. Otherwise, the leave shall be terminated.

ARTICLE 23. LONGEVITY RECOGNITION LEAVE

Effective July 1, 2008, in recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

ARTICLE 24. MANDATORY ADMINISTRATIVE LEAVE

The appointing authority may place an employee on administrative leave where, in his/her judgment, such action would be in the best interests of the City service. This leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending.

ARTICLE 25. OTHER LEAVES WITHOUT PAY

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three months. Department heads may grant such leaves not to exceed five working days.

The request for leave, and the reasons therefore, shall be submitted in writing by the employee and must be approved in advance by the appoint authority or the department head, as appropriate.

On expiration of the approved leave, the employee shall be reinstated to his former position or to a comparable one if the former position is abolished during the period of leave and the employee otherwise would not have been laid off. Based upon unforeseeable changes in operating requirements, the appointing authority may recall the employee from leave prior to its expiration. Failure on the part of an employee to return to work on the date originally scheduled or subsequently modified shall be considered as a resignation.

ARTICLE 26. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

Except as provided under State law for employees on military leave of absence, employees on leaves of absence without pay shall not, after the first 30 days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverage. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

ARTICLE 27. LAYOFF PROCEDURE

City Personnel Rules and Regulations, Section 12.02.

ARTICLE 28. DEMOTION

- A. Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the appointing authority may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under these circumstances, the employee's new rate of pay shall be that step on the new salary range which most closely corresponds to the employee's former salary step.

- B. Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the appointing authority pursuant to Rule 15 of the City Rules and Regulations.
- C. Advance written notice of demotion, together with the effective date, shall be provided to the employee and the employee's department head.

ARTICLE 29. TRANSFER

- A. An employee may be transferred by the appointing authority from one position to another position in the same classification or in a comparable classification carrying the same maximum salary rate and which the employee is qualified to perform. Where a transfer would involve two (2) departments or two (2) divisions of the same department, the transfer shall be subject to the approval of both managers unless it is being made for the purpose of economy or efficiency.
- B. Advance written notice of this action, together with its effective date, shall be provided to the employee and the affected managers.

ARTICLE 30. PROMOTIONS

Candidates who successfully complete all components of the examination shall be placed on the appropriate employment list. Preparation and maintenance of employment lists is the responsibility of the Personnel Officer.

All open competitive and promotional lists shall remain in effect for one year unless exhausted or abolished within that period as provided. The Personnel Officer may extend such list for up to six months. The effective date of a list shall be that date on which it is approved for posting by the Personnel Officer.

ARTICLE 31. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

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

All original appointees shall serve a probationary period of twelve (12) months. Promotional appointees shall serve a probationary period of not less than six (6) months, nor more than twelve (12) months.

Where the probationer loses time from the job, whether paid or unpaid, in sufficient amounts as to detract from the stated objective of Rule 11.10 in the City Rules and Regulations, the appointing authority may extend the period of probation beyond the limits contained in the preceding paragraph. This extension may not exceed the aggregate amount of lost time which

caused the extension. The probationer shall be so advised prior to the effective date of the extension.

It shall be the duty of each department head and immediate supervisor to investigate carefully the probationer's adjustment and performance to determine whether or not the probationer is qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at times specified by the Officer, but no less than twice during the employee's probationary period.

The final probationary report on each probationer shall include, and earlier reports may include, the department head's recommendation regarding retention.

During the probationary period, an appointee may be rejected at any time by the appointing authority without cause and without right to appeal. Notice of rejection shall be served in writing on the probationer.

An employee rejected during the probationary period from a position in the Classified Service to which he/she has been promoted shall be reinstated to a position in the class from which he was promoted unless the rejection results in dismissal from the City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Rule 14 of the City Rules and Regulations and shall be furnished advance notice pursuant to Rule 13.02 of the City Rules and Regulations.

Performance reports shall be completed at least annually for all personnel having permanent status. Such reports may be required more frequently by the Personnel Officer.

ARTICLE 32. DISCIPLINARY PROCEDURE

The appointing authority may take disciplinary action against an employee for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an application or other personnel document; falsification of records; unfitness for duty; and absence without authorized leave.

The disciplinary action(s) taken may include suspension, pay reduction, demotion, discharge, or any combination of these or other appropriate penalties.

All disciplinary action taken against an employee must receive the prior approval of the appointing authority except under emergency circumstances which dictate immediate suspension of the employee by the department head or supervisor. In such cases, the employee's department head shall immediately report the action taken to the appointing authority who shall review the case and make a determination concerning the appropriateness of the suspension and of further disciplinary action.

All actions resulting in salary reductions or demotions shall be subject to review by the appointing authority and the department head involved within thirty (30) days following the effective date of the initial action and at regular intervals thereafter.

Employees shall have the right to appeal disciplinary actions pursuant to the applicable provisions of Article 32 set forth below (see Step 4).

ARTICLE 33. GRIEVANCE PROCEDURE

A grievance is defined as any dispute involving the interpretation, application, or alleged violations of:

1. A current Memorandum of Understanding between the City and a recognized employee organization.
2. The City's Personnel Ordinance and City's Rules where the provision in dispute is within the scope of representation.

Should any dispute concern an agreement, rule, or action which prescribes a separate appeal procedure, that dispute shall be excluded from the procedure.

STEP 1: An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

1. The name of the grievant.
2. The grievant's department and specific work site.
3. The name of the grievant's immediate supervisor.
4. A statement of the nature of the grievance including date and place of occurrence.
5. The specific provision, policy, or procedure alleged to have been violated.
6. The remedy sought by the grievant.
7. The name of the individual or organization, if any, designated by the grievant to represent him in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Formal grievances shall be processed beginning with Step 2 of this procedure.

STEP 2: An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

STEP 3: If the employee is dissatisfied with the decision of the department head in Step 2, he/she may submit the grievance to the appointing authority within ten (10) working days from receipt of the department head's response. The appointing authority, or his designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

STEP 4: For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and for no other action(s), an employee who is dissatisfied with the decision of the appointing authority in Step 3 may submit the grievance to arbitration within ten (10) working days from receipt of the appointing authority's decision.

The City and Group shall meet promptly to select a mutually-acceptable arbitrator. The fees and expenses of the arbitrator and a court reporter shall be the responsibility of the City, except in cases where allegations are of criminal misconduct, dereliction of duty, abandonment of position, gross negligence or moral turpitude. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.

Decision of arbitrators on matters properly set before them shall be final and binding on the parties hereto.

ARTICLE 34. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking which conflicts or interferes with their City employment.

Outside employment shall not be undertaken by full time employees unless the department head and the appointing authority first approve the employment and determine that it will not adversely affect the employee's quality of work or availability for City service.

Under no circumstances shall an employee be authorized to perform any function related to outside employment or activities during working hours.

ARTICLE 35. USE OF CITY FACILITIES

Upon reasonable advance notice, the City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

Exceptions to the aforementioned on-duty policy may be granted by the City Manager or designee where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meeting shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

Except as provided above, employee representatives shall not have access to City premises for the conduct of union or association business.

Upon request, the City Manager or designee shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the City Manager or designee prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 36. PROHIBITED ACTIVITIES

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

ARTICLE 37. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the term of this Agreement, the Group and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Agreement or in negotiations leading thereto, and irrespective of whether or not matters are discussed or were even within the contemplation of any parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

During the term of this Agreement, the Group may, upon action by its Executive Board, request in writing to reopen and meet and confer regarding working conditions. This re-opener shall not apply to salary, insurance, or any other monetary item(s), nor shall it apply to specific individual problems, which shall be handled under the grievance procedure.

ARTICLE 38. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this Agreement which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Group shall have the right to meet with the City regarding their impact on employees of the suspension of these provisions in the Agreement.

ARTICLE 39. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all

other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 40. PAST PRACTICE

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Agreement. The City shall not be relieved of its obligation to meet and confer with the Group regarding changes in working conditions and practices where otherwise required by law.

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement.

It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

ARTICLE 41. TERM OF THE AGREEMENT

The term of this Memorandum of Understanding shall commence on July 1, 2019, and terminate after June 30, 2022.

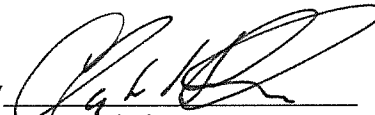
RATIFICATION AND EXECUTION

The City and the Executive Management Group have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the Executive Management Group acknowledge that this 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.

POLICE COMMANDER

CITY OF BRISBANE

Dated 11/7/2020

By 
Clayton Holstine
City Manager

By 
Mario Garcia

By 
Stuart Schillinger
Administrative Services Director

RESOLUTION 2020-07

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE CONFIDENTIAL MANAGEMENT GROUP**

WHEREAS, the City of Brisbane and the Confidential Management Group have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Confidential Management Group 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-07 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BRISBANE
AND THE
CONFIDENTIAL MANAGEMENT GROUP

JULY 1, 2019 – JUNE 30, 2022

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISBANE AND
THE CONFIDENTIAL MANAGEMENT GROUP

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., the City of Brisbane and the Brisbane Confidential Management Group have entered into this Agreement. The purpose of this Agreement is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States economy).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Confidential Management Group as the majority representative for the bargaining unit consisting of the following classifications:

Administrative Services Director
Finance Director
Special Council

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in the Agreement, it shall be understood to include all genders.

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence or non-existence of facts which are the basis of the management decision;
3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions but not limited to, the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duty for lack of work or similar non-disciplinary reasons;
11. To establish and modify productivity and performance programs and standards;
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Impact of Management Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Group over the impact of the exercise of management's rights upon the wages, hours, and terms and conditions of employment on unit members unless the

impact consequences of the exercise of a management right upon unit members is provided for in this Agreement

ARTICLE 5. CLASSIFICATIONS AND PAY PLANS

A. Salaries

Wages for covered employees are set forth in Appendix A, which is hereby incorporated as though set forth in full.

The following changes in the wages will be made during the term of the agreement:

1. Effective the first full payroll period after July 1, 2019, an increase of 2.0%.
2. Effective the first full payroll period after January 1, 2020, an increase of 2.0%.
3. Effective the first full payroll period after July 1, 2020, an increase of 2.0%.
4. Effective the first full payroll period after January 1, 2021, an increase of 2.0%.
5. Effective the first full payroll period after July 1, 2021, an increase of 2.0%.
6. Effective the first full payroll period after January 1, 2022, an increase of 2.0%.

B. Additional Compensation

1. Automobile Allowance - Employees of this unit are eligible to receive up to \$300 per month automobile allowance or be provided a City vehicle at the discretion of the City Manager.
 1. Management Incentive Leave – On or about the second pay period of August each year, the City Manager may grant up to 10 days management incentive leave annually to Confidential Management employees in recognition of performance and significant contribution of time and effort over the past year. Based upon the determination of the City Manager as to the ability of the City to afford paying out management incentive, the employee can elect to receive this leave in the form of time off or pay. Employees shall elect whether to receive leave in the form of time off or pay before December 31 of the year prior to when the leave is granted. When the employee elects to receive this leave in the form of time off, said leave shall be taken within one year from the date it is granted, and may not be carried over beyond that point. If there is an inability of the City to pay out Administrative Leave, it will be awarded as leave time. For employees who received leave after August 2018 but prior to August of 2019 a prorated amount of leave will be granted.
2. Employees in this unit may be appointed to act as Deputy City Manager or Director of Emergency Services. Appointment to these positions is at the discretion of the City Manager. An employee so appointed shall be eligible to receive up to 10.0% of his/her current base salary.

ARTICLE 6. HOUSING ASSISTANCE PROGRAM

The City Council hereby establishes a policy of encouraging Confidential Management employees to participate in the community as a resident of Brisbane. To that end, the City Manager and City Attorney shall implement a Housing Assistance Program.

Such assistance may be provided in the form of a housing allowance in the sum of \$250 per month for an employee who resides in Brisbane.

The City Manager may also offer loans to Confidential Management employees on a case-by-case basis to provide the employee with assistance in purchasing housing. The City Manager shall administer the program and shall review the circumstances and financial need of the Confidential Management employee in order to determine the most appropriate means, if any, to effectuate the housing financing consistent with the financial conditions of the City and such other pertinent factors as the City Manager deems applicable. Arrangements for housing financing shall be reviewed and approved by the City Attorney prior to being presented to the City Council for final approval. In no event is the City obligated to provide such assistance and may in its sole discretion terminate or modify this Housing Assistance Program.

ARTICLE 7. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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 determined by CalPERS to be “new” members of CalPERS will receive the Local Miscellaneous 2% @ 62 retirement program. The employee contribution for those participating in the Local Miscellaneous 2%@ 62 plan shall pay 50% of the normal cost. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA)

ARTICLE 8. OVERTIME

As defined by the Fair Labor Standards Act, employees in the Confidential Management Group are considered exempt and as such are exempted from the Act’s overtime requirements.

ARTICLE 9. INSURANCE

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA currently at \$136 for 2019 and \$139 for 2020. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extent required by state law.

The City's contribution to the Flexible Compensation Plan (cafeteria plan) effective December 2019 shall be increased by 3% as follows:

No Plan	\$622.71
Single party	\$765.03
Two party	\$1677.74
Family	\$2225.40

Effective December 1, 2020, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$641.39
Single party	\$787.98
Two party	\$1,728.07
Family	\$2,292.16

Effective December 1, 2021, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$660.63
Single party	\$811.62
Two party	\$1,779.91
Family	\$2,360.92

The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2020	3%	
2021	3%	3%
2022	3%	3% unless a portion used in previous year

C. Dental Benefits

During the term of this agreement, the City shall contribute the sum of \$145 per month per employee toward a dental plan.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan, however, employees will be required to pay all costs of the plan not covered by the above City contribution.

D. Life Insurance & Long Term Disability

The City shall maintain in effect for the term of this agreement the existing life and long-term disability insurance plans.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement the existing level of coverage. The City shall contribute 100% of the family rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its occupational health services in order to provide an employee assistance program.

ARTICLE 10. WELLNESS BENEFIT

The City will provide up to \$300 per fiscal year for a wellness benefit. The City will establish a group of employees from throughout the City's workforce to develop a wellness reimbursement policy by January 1, 2020. However, the benefit will not be payable until mutual agreement is reached on an appropriate program.

ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.

- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

ARTICLE 12. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

For employees hired on or after July 1, 2008 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward one of the City's 457 deferred compensation plans and the above Article 10. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of up to two point five (2.5%) percent of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to one percent (1.0%). The City's total contribution toward any employee will not exceed two point five percent (2.5%).

Employees hired on or before July 1, 2008 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree medical supplemental stipend.

For individual employees hired on or before July 1, 2008 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable. Total contribution to 457 deferred compensation plans will be limited to annual maximum contributions dictated by IRS code.

ARTICLE 13. PERSONAL LEAVE

Employees shall be granted Personal Leave which will be equivalent to the amount of vacation hours and sick leave hours provided to the Executive Management Group. Previous accumulated vacation time will be converted to Personal Leave. Previously accumulated sick leave will remain as sick leave. There shall not be a maximum number of hours accumulated within the Personal Leave account.

ARTICLE 14. HOLIDAYS

A. The City shall observe the following holidays:

January 1
The third Monday in January

November 11
Thanksgiving Day

February 12
The third Monday in February
The last Monday in May
July 4
The first Monday in September
The second Monday in October

Day after Thanksgiving
December 24
December 25
December 31

B. Observance of Holidays

A City holiday shall also be observed on any day proclaimed by the President, Governor or Mayor of the City as a public holiday.

Where any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Where the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the preceding Friday shall be observed as the holiday.

When a City holiday falls on an employee's regularly scheduled day off which is other than Saturday or Sunday, another day off shall be granted.

C. All employees covered herein are eligible for an additional 16 hours of paid holiday time (floating holidays) for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. Based on the number of months remaining in the calendar year upon the conclusion of six months of employment, the employee is eligible for paid holiday time (floating holidays) on a pro rata basis (2 hours per month).

ARTICLE 15. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the City Manager to employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, and in-laws. The City Manager or designee may approve use of leave for this purpose for other than the family members defined above. The City Manager or designee may also approve extensions to such leaves due to unusual circumstances.

ARTICLE 16. PERSONAL BUSINESS LEAVE

Employees may use up to one (1) day per year of sick leave for purpose of conducting personal business which cannot be accommodated on the employee's own time. Use of this leave must be approved in advance by the City Manager and shall be deducted from the employee's sick leave balance.

ARTICLE 17. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the City Manager with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

ARTICLE 18. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation may be used for this purpose.

ARTICLE 19. MATERNITY LEAVE

Maternity leaves of absence shall be granted in accordance with applicable provisions of Federal and State law. The policies and procedures covering this article are set forth in the Administrative Manual.

ARTICLE 20. FAMILY AND MEDICAL LEAVE

Family and Medical leave shall be granted in accordance with the applicable Federal provisions. The policies and procedures covering this article are set forth Administrative Manual.

ARTICLE 21. LONGEVITY RECOGNITION LEAVE

In recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

ARTICLE 22. MANDATORY ADMINISTRATIVE LEAVE

The City Manager, in his sole discretion, may place an employee on administrative leave where, in his judgment, such action would be in the best interests of the City service. This leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending or where such leave is in the best interest of the City. The City Manager shall advise the City Council, prior to granting such leave.

ARTICLE 23. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

Except as provided under State and Federal law for employees on military leave of absence, employees on leaves of absence without pay shall not, after the first 30 days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

ARTICLE 24. LAYOFF PROCEDURE

City Personnel Rules and Regulations, Section 12.02.

ARTICLE 25. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

For Confidential Management employees, 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 the employee to the new position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

All Confidential Management employees shall serve a probationary period of 18 months. The appointing authority in his/her sole discretion may extend the probationary period another six months.

During the probationary period, an appointee may be rejected at any time by the City Manager without cause and without right to appeal. Notice of rejection shall be served in writing on the probationer.

ARTICLE 26. DISCIPLINARY PROCEDURE

Every Confidential Management employee shall be subject to disciplinary action only for just cause including, but not limited to, performance, and matters which are the subject of disciplinary action as contained within the Personnel Rules and Regulations of City. Such Confidential Management employees also have the rights of review and appeal provided to all other employees of the City (Resolution 94-13).

ARTICLE 27. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking that conflicts or interferes with their City employment.

Outside employment shall not be undertaken by full time employees unless the department head and the appointing authority first approve the employment and determine that it will not adversely affect the employee's quality of work or availability for City service.

Under no circumstances shall an employee be authorized to perform any function related to outside employment or activities during working hours.

ARTICLE 28. USE OF CITY FACILITIES

Upon reasonable advance notice, the City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

The City Manager or designee may grant exceptions to the aforementioned on-duty policy where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meeting shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

Except as provided above, employee representatives shall not have access to City premises for the conduct of Group business.

Upon request, the City Manager or designee shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 29. PROHIBITED ACTIVITIES

No employee or employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

ARTICLE 30. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the term of this Agreement, the Group and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Agreement or in negotiations leading thereto, and irrespective of whether or not matters are discussed or were even within the contemplation of any parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

ARTICLE 31. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this Agreement which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Group shall have the right to meet with the City regarding the impact on employees due to the suspension of these provisions in the Agreement.

ARTICLE 32. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 33. TELECOMMUTE PROVISION

The City will engage a group of employees from throughout the organization to develop telecommute and alternative work schedule policies by June 30, 2020.

ARTICLE 34. PAST PRACTICE

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Agreement. The City shall not be relieved of its obligation to meet and confer with the Group regarding changes in working conditions and practices where otherwise required by law.

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

ARTICLE 35. TERM OF THE MEMORANDUM OF UNDERSTANDING

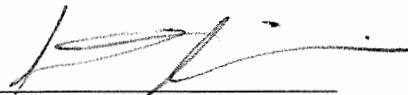
The term of this Memorandum of Understanding shall commence on July 1, 2019, and terminate after June 30, 2022.

RATIFICATION AND EXECUTION

The City and the Confidential Management Group have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the Confidential Management Group acknowledge that this 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.

CONFIDENTIAL MANAGEMENT
GROUP

Dated 01/10/2020

By 
Stuart Schillinger

CITY OF BRISBANE

By 
Clayton Holstine
City Manager

RESOLUTION 2020-08

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE MID-MANAGEMENT/ PROFESSIONAL GROUP**

WHEREAS, the City of Brisbane and the Mid-Management/Professional Group have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Mid-Management/ Professional Group 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-08 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

RESOLUTION 2020-09

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

WHEREAS, the City of Brisbane and the Fire Association have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Fire 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-09 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

RESOLUTION 2020-10

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE CONFIDENTIAL EMPLOYEE GROUP**

WHEREAS, the City of Brisbane and the Confidential Employee Group have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

WHEREAS, the City of Brisbane and the Confidential Employee Group 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-10 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

AGREEMENT BETWEEN THE
CITY OF BRISBANE
AND THE
CONFIDENTIAL EMPLOYEES GROUP

JULY 1, 2019 – JUNE 30, 2022

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BRISBANE AND
THE CONFIDENTIAL EMPLOYEES GROUP

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., this Agreement has been entered into by the City of Brisbane and the Confidential Employees Group. The purpose of this Agreement is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of the memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States economy).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Confidential Employees Group as the sole and exclusive representative for the bargaining unit consisting of the following classifications:

Administrative Management Analyst
Deputy City Clerk/Executive Assistant
Human Resources Administrator
Senior Human Resources Analyst

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in the Agreement, it shall be understood to include all genders.

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressed abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

1. To manage the City generally and to determine the issues of policy;
2. To determine the existence or non-existence of facts which are the basis of the management decision;
3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
5. Methods of financing;
6. Types of equipment or technology to be used;
7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions but not limited to, the right to contract for or subcontract any work or operation of the City;
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
10. To relieve employees from duty for lack of work or similar non-disciplinary reasons;
11. To establish and modify productivity and performance programs and standards;
12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Agreement and City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quality standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Impact of Management Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Group over the impact of the exercise of management's rights upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement

ARTICLE 5. CLASSIFICATIONS AND PAY PLANS

A. Salaries

Wages for covered employees are set forth in Appendix A, which is hereby incorporated as though set forth in full.

Each employee shall be compensated on a bi-weekly basis. Payment will normally be made on Friday immediately following the conclusion of a City payroll period. A City payroll period begins on the Monday which is the first day of the City pay period and ends on the Sunday which is the last day of the City pay period and consists of fourteen (14) calendar days.

The following changes in the wages will be made during the term of the agreement:

1. Effective the first full payroll period after July 1, 2019, an increase of 2.0%.
2. Effective the first full payroll period after January 1, 2020, an increase of 2.0%.
3. Effective the first full payroll period after July 1, 2020, an increase of 2.0%.
4. Effective the first full payroll period after January 1, 2021, an increase of 2.0%.
5. Effective the first full payroll period after July 1, 2021, an increase of 2.0%.
6. Effective the first full payroll period after January 1, 2022, an increase of 2.0%.

B. Market Adjustments

All covered positions in bargaining group will receive a 5% market adjustment effective the first full pay period in July 2019.

C. Additional Compensation

1. Automobile Allowance - Employees of this unit are eligible to receive up to \$300 per month automobile allowance at the discretion of the City Manager. Employees of this unit who do not receive an auto allowance, but utilize their personal automobile while conducting City business, shall be reimbursed for mileage at the current rate as provided by the Internal Revenue Service (without any minimum).
1. Administrative Incentive Leave – On or about the second pay period of August each year, the department head, with approval from the City Manager, may grant up to 10 days Administrative Incentive Leave annually to Confidential Employees in recognition of

solid and consistent performance and significant contribution of time and effort over the past year. Such election shall be made prior to December 31 of the year prior to when the leave is granted. When the employee elects to receive this leave in the form of time off, said leave shall be taken within one year from the date it is granted, and may not be carried over beyond that point. Employees who receive leave after August 2018 but prior to August 2019 shall have the amount of leave prorated.

2. Acting Pay - 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 in no event shall exceed 180 days, subject to the restrictions of Government Code section 20480. 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.
3. Assignment Pay - Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 to \$750 per month above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 - 6 hours per week but some weeks may be more and others less.

ARTICLE 6. TUITION REIMBURSEMENT

An employee who takes a job-related course at an accredited institution shall be eligible for reimbursement for the cost of registration fees, tuition, and course materials upon completion of the course. The employee shall achieve a grade of "C" or better, or "Pass" if the course was a pass/fail course. All courses shall be pre-approved by the department head.

If the course(s) being taken is part of a planned college degree program at a properly accredited institution of learning, the tuition reimbursement provided shall be limited to the amount which the California State University system charges under its fee schedule for registration fees, tuition, and course materials. Partial assistance will be considered for accelerated and other special programs on a case-by-case basis. The employee shall achieve a grade of "C" or better, or "Pass" if the course(s) was a pass/fail course. All courses shall be pre-approved by the department head.

Employees receiving reimbursement as a part of a planned degree program shall be required to complete a service obligation with the City of Brisbane after completion of the program as follows:

1. One (1) year service after the end of the last semester for part-time students (six or less units per semester or eight or less quarter units per quarter).
2. Two (2) years' service after the end of the last semester for full-time students (over six units per semester or over eight quarter units per quarter).
3. The employee agrees to reimburse the City of Brisbane if he/she fails to obtain pre-approval from the department head, he/she does not meet the grade requirements, or he/she does not fulfill the service requirement.

ARTICLE 7. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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 determined by CalPERS to be "new" members of CalPERS will receive the Local Miscellaneous 2% @ 62 retirement program. The employee contribution for those participating in the Local Miscellaneous 2%@ 62 plan shall pay 50% of the normal cost. 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 calculating final compensation.

ARTICLE 8. OVERTIME

As defined by the Fair Labor Standards Act, employees of this unit are considered exempt and as such are exempted from the Act's overtime requirements.

ARTICLE 9. INSURANCE

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees' Medical and Hospital Care Act (PEMHCA), currently at \$136 for 2019 and \$139 for 2020. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for employee benefit allowance for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extent required by state law.

The City's contribution to the Flexible Compensation Plan (cafeteria plan) effective December 2019 will increase by 3% to the following amounts:

No Plan	\$622.71
Single party	\$765.03
Two party	\$1,677.74
Family	\$2,225.40

Effective December 1, 2020, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$641.40
Single party	\$787.98
Two party	\$1,728.07
Family	\$2,292.16

Effective December 1, 2021, the City's contribution toward the Flexible Compensation Plan will be increased by 3% to the following amounts:

No Plan	\$660.63
Single party	\$811.62
Two party	\$1,779.91
Family	\$2,360.92

The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2020	3%	
2021	3%	3%
2022	3%	3% unless a portion used in previous year

C. Dental Benefits

During the term of this agreement, the City shall contribute the sum of \$145 per month per employee toward a dental plan.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan, however, employees will be required to pay all costs of the plan not covered by the above City contribution.

Maximum Coverage:

The current maximum reimbursement amount per employee shall be \$2,000 per plan year. The reimbursement per dependent shall be \$1,100 per plan year. The amount of the unused employee balance that can be applied to the outstanding dependent balance shall be \$530 per fiscal year.

D. Life and Long Term Disability Insurance

The City shall maintain in effect for the term of this resolution its existing life and long-term disability insurance plans.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement the existing level of coverage. The City shall contribute 100% of the family rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its occupational health services in order to provide an Employee Assistance Program.

ARTICLE 10. WELLNESS BENEFIT

The City will engage a group of employees from throughout the organization to develop a wellness reimbursement policy by January 1, 2020. The City will provide up to \$300 per fiscal year for an agreed upon wellness benefit. However, the benefit will not be payable until mutual agreement is reached on an appropriate program.

ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.

- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.

ARTICLE 12. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

For employees hired on or after July 1, 2008, the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward one of the City's 457 deferred compensation plans. Additionally, the City will match a contribution from the employee at the rate of one dollar (\$1.00) per dollar (\$1.00) up to three percent (3.0%) of salary. Effective July 1, 2020, if the employee makes a voluntary contribution toward the 457 deferred compensation plan, the City will match such contribution at the rate of one dollar (\$1.00) per dollar (\$1.00) up to a maximum of four percent (4.0%) of salary. Effective July 1, 2021, if the employee makes a voluntary contribution toward the 457 deferred compensation plan, the City will match such contribution at the rate of one dollar (\$1.00) per dollar (\$1.00) up to a maximum rate of five percent (5.0%) of salary.

Employees hired on or before July 1, 2008 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree medical supplemental stipend.

For individual employees hired on or before July 1, 2008 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable. Total contribution to 457 deferred compensation plans will be limited to annual maximum contributions dictated by IRS code.

ARTICLE 13. VACATION

A. All full-time personnel shall be entitled to annual vacation leave as provided below:

Years of Continuous Service	Annual Accrual Amount	Maximum Accrual Amount
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours

- B. Vacation credits shall be accrued pro rata on each pay period. Employees shall not be eligible to use vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.
- C. Subject to approval by the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than one-day increments shall be discouraged.
- D. Based on the operational need or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.
- E. Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferments approved by the Appointing Authority shall be provided to Human Resources in such form as specified.
- F. It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the department head or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one that is submitted at least ten (10) days prior to the requested leave date(s).
- G. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriated documentation from the physician such leave will be changed to the employee's sick leave.

ARTICLE 14. HOLIDAYS

- A. The City shall observe the following holidays:

January 1	November 11
The third Monday in January	Thanksgiving Day
February 12	Day after Thanksgiving
The third Monday in February	Christmas Eve Day
The last Monday in May	December 25
July 4	New Year's Eve Day
The first Monday in September	
The second Monday in October	

- B. Observance of Holidays

A City holiday shall also be observed on any day proclaimed by the President, Governor or Mayor of the City as a public holiday.

Where any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Where the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the preceding Friday shall be observed as the holiday.

When a City holiday falls on an employee's regularly scheduled day off which is other than Saturday or Sunday, another day off shall be granted.

- C. All employees covered herein are eligible for an additional 16 hours of paid holiday time (floating holidays) for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. During the remainder of the 12-month probationary period, probationary employees are eligible for paid holiday time (floating holidays) on a pro rata basis on the number of month remaining in the 12-month probationary period.

ARTICLE 15. SICK LEAVE

Employees covered by the agreement shall be provided paid sick leave as set forth below. These benefits shall not be considered as a right, which, an employee may use as his discretion, but shall be allowed only where justified by necessity and actual personal sickness or disability.

The accrual and usage of sick leave shall be governed by the following provisions:

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Sick leave credits earned may be accumulated without limit. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- C. Employees shall not accrue sick leave during their first 90 days of employment under original appointments, but shall receive credits for that period when 90 days of service have been attained.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the commencement of the shift. A department head may require an earlier notification where it is warranted due to operational needs.

Failure to provide such notification without good reason may result in that day of absence being treated as a leave of absence without pay. The determination in this regard shall be made by the department head, subject to final approval by the appointing authority. Where the period of absence due to illness or injury is not known at the outset, it shall be the

responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or is expected to be, for more than two workdays, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of absence. At its discretion, the City may establish other methods of verification as it deems appropriate. These means shall require the prior approval of the appointing authority and may include, but not be limited to, home visitation and examination by a physician selected by the City.

The payment of sick leave may be suspended by the appointing authority where he/she has reasonable grounds to believe that absences on a given day or days are the result of a concerted action of the part of two or more employees which is related to a labor dispute with the City directly or one in which the City is involved as a third party.

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits shall be applied to make up the difference between State benefits and full, base salary. However, sick leave shall not be paid for any absence of a law enforcement employee resulting from illness or injury arising out of the course of employment by the City.
- F. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- G. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- H. No accrued leave may be used for an injury or illness arising from outside employment.

ARTICLE 16. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the department head to employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, and in-laws. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above. Extensions to such leaves due to unusual circumstances may be approved by the City Manager or designee.

ARTICLE 17. PERSONAL LEAVE

Employees of this unit may use up to three (3) days per year of sick leave for purposes of conducting personal business which cannot be accommodated on the employee's own time. Effective January 1, 2002, employees may use up to one (1) day per year of sick leave for the purpose of conducting personal business which cannot be accommodated on the employee's own time. Use of this leave must be approved in advance by the department head and shall be deducted from the employee's sick leave balance.

ARTICLE 18. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

ARTICLE 19. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

An employee who is subpoenaed to appear in court in an official capacity shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation or administrative time off may be used for this purpose.

ARTICLE 20. MATERNITY LEAVE

Maternity leaves of absence shall be granted in accordance with applicable provisions of Federal and State law.

ARTICLE 21. MEDICAL LEAVE

The appointing authority may place an employee on a medical leave of absence without pay where, in the appointing authority's judgment, that employee is incapacitated to perform the regular functions of his position. This type of leave may be used pending the employee's anticipated recovery or pending the outcome of a medical evaluation of the employee's physical or mental health as it relates to the performance of his/her work. Before an employee is placed on such leave status, the employee shall be permitted to utilize all accrued sick leave and vacation credits.

Under normal circumstances, no leave directed or granted under this rule shall exceed 90 days at which time the appointing authority may, under extraordinary circumstances, extend the leave for a definite period. Otherwise, the leave shall be terminated.

ARTICLE 22. LONGEVITY RECOGNITION LEAVE

In recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

ARTICLE 23. MANDATORY ADMINISTRATIVE LEAVE

The appointing authority may place an employee on administrative leave where, in his/her judgment, such action would be in the best interests of the City service. This leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending.

ARTICLE 24. OTHER LEAVES WITHOUT PAY

The appointing authority may grant a confidential employee a leave of absence without pay for a definite period not to exceed three months. Department heads may grant such leaves not to exceed five working days.

The request for leave, and the reasons therefore, shall be submitted in writing by the employee and must be approved in advance by the appoint authority or the department head, as appropriate.

On expiration of the approved leave, the employee shall be reinstated to his former position or to a comparable one if the former position is abolished during the period of leave and the employee otherwise would not have been laid off. Based upon unforeseeable changes in operating requirements, the appointing authority may recall the employee from leave prior to its expiration. Failure on the part of an employee to return to work on the date originally scheduled or subsequently modified shall be considered as a resignation.

ARTICLE 25. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

Except as provided under State law for employees on military leave of absence, employees on leaves of absence without pay shall not, after the first 30 days of such leave, accrue service or leave credits, no shall the City be required to maintain contributions toward group insurance coverage. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

ARTICLE 26. LAYOFF PROCEDURE

See City Personnel Rules and Regulations

ARTICLE 27. DEMOTION

- A. Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the appointing authority may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under these circumstances, the employee's new rate of pay shall be that step on the new salary range which most closely corresponds to the employee's former salary step.
- B. Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the appointing authority pursuant to Rule 15 of the City Rules and Regulations.
- C. Advance written notice of demotion, together with the effective date, shall be provided to the employee and the employee's department head.

ARTICLE 28. TRANSFER

- A. An employee may be transferred by the appointing authority from one position to another position in the same classification or in a comparable classification carrying the same maximum salary rate and which the employee is qualified to perform. Where a transfer would involve two (2) departments or two (2) divisions of the same department, the transfer shall be subject to the approval of both department heads unless it is being made for the purpose of economy or efficiency.
- B. Advance written notice of this action, together with its effective date, shall be provided to the employee and the affected managers.

ARTICLE 29. PROMOTIONS

Candidates who successfully complete all components of the examination shall be placed on the appropriate employment list. Preparation and maintenance of employment lists is the responsibility of the Personnel Officer.

All open competitive and promotional lists shall remain in effect for one year unless exhausted or abolished within that period as provided. The Personnel Officer may extend such list for up to six months. The effective date of a list shall be that date on which it is approved for posting by the Personnel Officer.

ARTICLE 30. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

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

All original appointees shall serve a probationary period of twelve (12) months. Promotional appointees shall serve a probationary period of not less than six (6) months, nor more than twelve (12) months.

Where the probationer loses time from the job, whether paid or unpaid, in sufficient amounts as to detract from the stated objective of Rule 11.10 in the City Rules and Regulations, the appointing authority may extend the period of probation beyond the limits contained in the preceding paragraph. This extension may not exceed the aggregate amount of lost time which caused the extension. The probationer shall be so advised prior to the effective date of the extension.

It shall be the duty of each department head and immediate supervisor to investigate carefully the probationer's adjustment and performance to determine whether or not the probationer is qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at times specified by the Officer, but no less than twice during the employee's probationary period.

The final probationary report on each probationer shall include, and earlier reports may include, the department head's recommendation regarding retention.

During the probationary period, an appointee may be rejected at any time by the appointing authority without cause and without right to appeal. Notice of rejection shall be served in writing on the probationer.

An employee rejected during the probationary period from a position in the Classified Service to which he/she has been promoted shall be reinstated to a position in the class from which he was promoted unless the rejection results in dismissal from the City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Rule 14 of the City Rules and Regulations and shall be furnished advance notice pursuant to Rule 13.02 of the City Rules and Regulations.

Performance reports shall be completed at least annually for all personnel having permanent status. Such reports may be required more frequently by the Personnel Officer.

ARTICLE 31. DISCIPLINARY PROCEDURE

The appointing authority may take disciplinary action against an employee for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an application or other personnel document; falsification of records; unfitness for duty; and absence without authorized leave.

The disciplinary action(s) taken may include suspension, pay reduction, demotion, discharge, or any combination of these or other appropriate penalties.

All disciplinary action taken against an employee must receive the prior approval of the appointing authority except under emergency circumstances which dictate immediate suspension of the employee by the department head or supervisor. In such cases, the employee's department head shall immediately report the action taken to the appointing authority who shall review the case and make a determination concerning the appropriateness of the suspension and of further disciplinary action.

All actions resulting in salary reductions or demotions shall be subject to review by the appointing authority and the department head involved within thirty (30) days following the effective date of the initial action and at regular intervals thereafter.

Employees shall have the right to appeal disciplinary actions pursuant to the applicable provisions of Article 29 set forth below (see Step 4).

ARTICLE 32. GRIEVANCE PROCEDURE

A grievance is defined as any dispute involving the interpretation, application, or alleged violations of:

1. A current Memorandum of Understanding between the City and a recognized employee organization.
2. The City's Personnel Ordinance and City's Rules where the provision in dispute is within the scope of representation.

Should any dispute concern an agreement, rule, or action which prescribes a separate appeal procedure, that dispute shall be excluded from the procedure.

STEP 1: A mid-management or confidential employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

1. The name of the grievant.
2. The grievant's department and specific work site.
3. The name of the grievant's immediate supervisor.
4. A statement of the nature of the grievance including date and place of occurrence.
5. The specific provision, policy, or procedure alleged to have been violated.
6. The remedy sought by the grievant.

7. The name of the individual or organization, if any, designated by the grievant to represent him in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Formal grievances shall be processed beginning with Step 2 of this procedure.

STEP 2: An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

STEP 3: If the employee is dissatisfied with the decision of the department head in Step 2, he/she may submit the grievance to the appointing authority within ten (10) working days from receipt of the department head's response. The appointing authority, or his designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

STEP 4: For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and for no other action(s), an employee who is dissatisfied with the decision of the appointing authority in Step 3 may submit the grievance to arbitration within ten (10) working days from receipt of the appointing authority's decision.

The City and Group shall meet promptly to select a mutually-acceptable arbitrator. The fees and expenses of the arbitrator and a court reporter shall be the responsibility of the City, except in cases where allegations are of criminal misconduct, dereliction of duty, abandonment of position, gross negligence or moral turpitude. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.

Decision of arbitrators on matters properly set before them shall be final and binding on the parties hereto.

ARTICLE 33. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking which conflicts or interferes with their City employment.

Outside employment shall not be undertaken by full time employees unless the department head and the appointing authority first approve the employment and determine that it will not adversely affect the employee's quality of work or availability for City service.

Under no circumstances shall an employee be authorized to perform any function related to outside employment or activities during working hours.

ARTICLE 34. USE OF CITY FACILITIES

Upon reasonable advance notice, the City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

Exceptions to the aforementioned on-duty policy may be granted by the City Manager or designee where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meeting shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

Except as provided above, employee representatives shall not have access to City premises for the conduct of union or association business.

Upon request, the City Manager or designee shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the City Manager or designee prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 35. PROHIBITED ACTIVITIES

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. Any employee who violates any portion of this section is subject to disciplinary action.

ARTICLE 36. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the term of this Agreement, the Group and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Agreement or in negotiations leading thereto, and irrespective of whether or not matters are discussed or were even within the contemplation of any parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

During the term of this Agreement, the Group may, upon action by its Executive Board, request in writing to reopen and meet and confer regarding working conditions. This re-opener shall not apply to salary, insurance, or any other monetary item(s), nor shall it apply to specific individual problems, which shall be handled under the grievance procedure.

ARTICLE 37. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this Agreement which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Group shall have the right to meet with the City regarding their impact on employees of the suspension of these provisions in the Agreement.

ARTICLE 38. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 39. TELECOMMUTE PROVISION

The City will engage a group of employees from throughout the organization to develop telecommute and alternative work schedule policies by June 30, 2020.

ARTICLE 40. PAST PRACTICE

Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Agreement. The City shall not be relieved of its obligation to meet and confer with the Group regarding changes in working conditions and practices where otherwise required by law.

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement.

It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

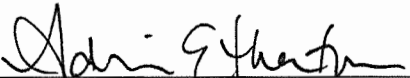
ARTICLE 41. TERM OF THE MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on July 1, 2019, and terminate after June 30, 2022.


RATIFICATION AND EXECUTION

The City and the Confidential Employees Group have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the Confidential Employees Group acknowledge that this 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.

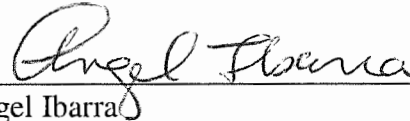
CONFIDENTIAL EMPLOYEES GROUP

By 
Adrienne Etherton

Dated 1/7/2020

By 
Jeannette Maldonado

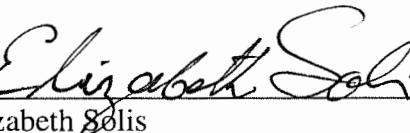
Dated 1/7/2020

By 
Angel Ibarra

Dated 1/7/2020

By 
Lyn Jay

Dated 01/10/20


By 
Elizabeth Solis

Dated 1/8/2020

CITY OF BRISBANE

By 
Stuart Schillinger
Administrative Services Director

Dated 1/10/2020

By 
Clayton Holstine
City Manager

Dated 1/10/2020

RESOLUTION 2020-11

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

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

WHEREAS, the City of Brisbane and the General Employee 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.

Terry O'Connell
Mayor

I hereby certify that the foregoing Resolution No. 2020-11 was duly and regularly adopted at a special meeting of the Brisbane City Council on January 16, 2020, by the following vote:

AYES:
NOES;
ABSENT:

INGRID PADILLA
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BRISBANE
AND THE
GENERAL EMPLOYEES ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022

For General Employees Association: _____

For the City: _____

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISBANE AND THE
GENERAL EMPLOYEES ASSOCIATION**

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., this Memorandum of Understanding has been entered into by the City of Brisbane, hereinafter referred to as “the City”, and the Brisbane General Employees Association hereinafter referred to as “the Association.” The purpose of this Memorandum of Understanding is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research and defined as two consecutive quarters of negative growth in the United States Gross Domestic Product (GDP)).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Association as the sole and exclusive representative for the bargaining unit consisting of the following classifications:

Accounting Assistant I & II	Office Assistant
Administrative Assistant	Office Specialist
Assistant Engineer I & II	Parks/Facilities Maintenance Worker I & II
Associate Planner	Payroll and Utility Billing Technician
Code Enforcement Officer	Public Worker Inspector
Community Development Technician	Public Works Lead Maintenance Worker
Community Service Officer	Public Works Maintenance Worker I & II
Engineering Technician	Receptionist
Executive Administrative Assistant	Recreation Program Coordinator
Human Resources Technician	Senior Accounting Assistant
Marina Maintenance Worker I & II	

ARTICLE 3. NON-DISCRIMINATION

A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Sections 3500 et seq.

- B. The City and Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliations. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in this Memorandum of Understanding, it shall be understood to include all genders.

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

- A. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:
 - 1. To manage the City generally and to determine the issues of policy;
 - 2. To determine the existence or non-existence of facts which are the basis of the management decision;
 - 3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
 - 4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
 - 5. Methods of financing;
 - 6. Types of equipment or technology to be used;
 - 7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
 - 8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City;
 - 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
 - 10. To relieve employees from duties for lack of work or similar non disciplinary reasons;
 - 11. To establish and modify productivity and performance programs and standards;
 - 12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City's Personnel Rules and Regulations;
 - 13. To determine job classifications and to reclassify employees;
 - 14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and City's Rules and Regulations;

15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quality standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

B. Impact of Management Rights

Where required by law, and within the scope of representation, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of management's rights upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding.

ARTICLE 5. CLASSIFICATIONS AND PAY RATES

A. Salaries

Wages for covered employees are set forth in Appendix A, which is hereby incorporated as though set forth in full.

Each employee shall be compensated on a bi-weekly basis. Payment will normally be made on Friday immediately following the conclusion of a City payroll period. A City payroll period begins on the Monday which is the first day of the City pay period and ends on the Sunday which is the last day of the City pay period and consists of fourteen (14) calendar days.

The following changes in the wages will be made during the term of the agreement:

1. Effective the first full pay period in July 2019, the bargaining unit will receive a Cost of Living Adjustment of 2%.
2. Effective the first full pay period in January 2020, the bargaining unit will receive a Cost of Living Adjustment of 2%.
3. Effective the first full pay period in July 2020, the bargaining unit will receive a Cost of Living Adjustment of 2%.
4. Effective the first full pay period in January 2021, the bargaining unit will receive a Cost of Living Adjustment of 2%.
5. Effective the first full pay period in July 2021, the bargaining unit will receive a Cost of Living Adjustment of 2%.
6. Effective the first full pay period in January 2022, the bargaining unit will receive a Cost of Living Adjustment of 2%.

Market Adjustments

- The following classifications shall receive market adjustments effective the first full pay period in July 2019:
 - Code Enforcement Officer – 8%
 - Community Services Officer – 6.5%
 - Recreation Coordinator – 6.3%
- The following classifications shall receive market adjustments effective the first full pay period in July 2020:
 - Code Enforcement Officer – 6%

B. Acting Pay

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, subject to the restrictions of Government Code section 20480. 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.

C. Assignment Pay

1. Employees in the Association 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.
2. 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. Pursuant to Government Code section 20480, such employees may serve in such an assignment for no longer than 960 hours per fiscal year.
3. 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.

4. 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 36 of the Association MOU shall apply to Additional Assignments. Application of Article 36'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.
5. 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 Additional Assignment. Withdrawal from an Additional Assignment shall not negatively affect an employee's regular position or eligibility for other assignments or promotions.
6. 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.

ARTICLE 6. OVERTIME

Overtime, when authorized by an employee's supervisor, shall be paid on the following basis:

- A. The pay period shall begin on Monday and end on Sunday. The work week shall be forty (40) hours within seven (7) consecutive days. The standard work week consists of eight (8) hour days five (5) days per week.
- B. An employee required to work in excess of the regularly scheduled work day or regularly scheduled work shift, or as required under the Fair Labor Standards Act (FLSA), shall be compensated for each overtime as authorized by the employee's supervisor at a rate of time and one-half times the employee's regular base rate of pay.
- C. Members of the Group who are eligible to earn overtime shall be eligible to earn Compensatory Time Off (CTO) at one and one half times the base rate in lieu of overtime; such rate shall be as provided for by the Federal Fair Labor Standards Act. Employees who work overtime while on stand-by pay will receive 1.7 hours of compensatory time for each 1 hour of overtime worked. Employees may have up to 120 hours of compensatory time on the books during a calendar year (January 1 – December 31). Any compensatory time above 70 hours will be cashed out with the first full paycheck in January. Members of the unit may accumulate no more than eighty (80) hours of CTO. An employee who has requested to use accumulated CTO is permitted to use such time within a reasonable period after making the request unless, in the opinion of the department head or designee, the request would unduly disrupt the operations of the department.

D. Nothing herein shall preclude the employee and supervisor from adjusting the employee's work schedule to reduce or eliminate such overtime if such adjustment is with the mutual consent of the employee and supervisor.

ARTICLE 7. CALLBACK PAY

When an off duty employee is called back to work, a minimum of two hours salary shall be paid. The callback pay shall be paid at overtime rates if the employee has worked sufficient hours to have been placed into an overtime situation.

ARTICLE 8. STAND-BY PAY

Effective the first payroll period after the City Council ratifies the agreement, the Public Works Department crew members, except probationary employees, shall be compensated at the rate of \$2.74 per hour for stand-by duty to respond to any unforeseen public hazards that might occur outside the employee's 40-hour work week.

The following changes in the Stand-By Pay rate will be made during the term of the agreement:

1. Effective the first full payroll period after January 15, 2020, an increase of 4.0%.
2. Effective the first full payroll period after January 1, 2021, an increase of 4.0%.
3. Effective the first full payroll period after January 1, 2022, an increase of 4.0%.

For an employee assigned to stand-by, the call out time period shall begin upon notification. The employee shall be able to respond back to the City within 20-25 minutes of notification (excluding extraordinary traffic congestion) and shall be capable of performing all duties required. An employee assigned to stand-by duty shall receive a minimum of two hours pay at the rate of time and one-half when called out. Any additional call outs received during any continuous two-hour minimum time period shall not be compensated separately. Any call out received after the termination of a two-hour minimum time period shall begin a new two-hour minimum time period. If the call out is within one hour of the start of the employee's regular work shift, the employee will be compensated at normal overtime rates.

ARTICLE 9. MEALS

The City will endeavor to provide food at meal times, either lunch or dinner, when the employees are responding to a citywide disaster or emergency which exceeds the normal work day, exclusive of on-call personnel. If the City is unable to provide meals, the employee may purchase food locally in an amount not to exceed \$10 per meal. Such reimbursement may occur even if said purchase occurs after employee is relieved from work if he/she was unable to obtain a meal during that disaster or emergency. However, in no event may employee leave duties without prior consent of supervisor.

ARTICLE 10. SUPERVISION OF SHERIFF'S WORK PROGRAM WORKERS

An employee assigned to supervise Sheriff's work program workers during the half hour provided as a lunch period shall be paid for the lunch period in conformance with the Fair Labor Standards Act. That is, if the employee's hours exceeded 8 in a day or 40 hours for the week, the employee

shall be paid for that half hour lunch break at a rate of one-and-one-half times the employee's regular base rate of pay.

ARTICLE 11. INSURANCE

A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees' Medical and Hospital Care Act (PEMHCA), currently at \$136 for 2019 and \$139 for 2020. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall continue to offer a bona fide Flexible Compensation Plan and to make monthly contributions for allocation to health insurance and health and dependent care reimbursement accounts. It is understood that the City may establish such regulations as may become necessary to ensure that the cafeteria plan remains a bona fide plan for the purpose of taxation and FLSA compliance, subject to meet and confer to the extend required by state law.

The City's contribution to the Flexible Compensation Plan (cafeteria plan) effective December 2019 shall be increased by 3% as follows:

- No Plan \$622.71
- Single party \$765.03
- Two party \$1677.74
- Family \$2225.40

The City's contribution to the Flexible Compensation Plan (cafeteria plan) shall increase as follows:

- 3% guaranteed increase in December 2020
- 3% guaranteed increase in December 2021
- The overall increase in the cafeteria plan will be no more than a cumulative 12% over the three-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2020	3%	
2021	3%	3%
2022	3%	3% unless a portion used in previous year

C. Dental Benefits

During the term of this agreement, the City shall contribute the sum of \$145 per month per employee toward a dental plan.

Within 90 days of ratification, the City will convene a meeting of the Dental Plan group with the anticipation that the existing dental benefit will be replaced by an indemnity plan, effective July 1, 2020. If the group cannot agree upon such an alternative plan, the City will continue with the existing plan, however, employees will be required to pay all costs of the plan not covered by the above City contribution.

Maximum Coverage:

The current maximum reimbursement amount per employee shall be \$2,000 per plan year. The reimbursement per dependent shall be \$1,100 per plan year. The amount of the unused employee balance that can be applied to the outstanding dependent balance shall be \$530 per fiscal year.

D. Life and Long Term Disability Insurance

The City shall maintain in effect for the term of this agreement its existing life and long term disability insurance plans. The City shall add the premium amount to the employee's pay warrant, tax the premium, and then deduct the premium from the pay warrant. This practice will serve to eliminate the tax liability for the employee.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement the existing level of coverage. The City shall contribute 100% of the composite rate for such vision care coverage.

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its existing Employee Assistance Program.

ARTICLE 12. WELLNESS BENEFIT

The City will engage a group of employees from throughout the organization to develop a wellness reimbursement policy by January 1, 2020. The City will provide up to \$300 a year for an agreed upon wellness benefit.

ARTICLE 13. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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 Association employees hired on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of 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%.

New Association employees hired on or after January 1, 2013 who are determined by CalPERS to be “new” members of CalPERS will receive the Local Miscellaneous 2% @ 62 retirement program. The employee contribution for those participating in the Local Miscellaneous 2% @ 62 plan shall pay 50% of the normal cost. 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 calculating final compensation.

ARTICLE 14. TUITION REIMBURSEMENT PROGRAM

An employee who takes a job-related course at an accredited institution of learning shall be eligible for reimbursement for the costs of tuition, fees and course materials upon successful completion of the course and upon the employee having achieved a grade of “C” or better, or “pass” if the course was a pass/fail course. The tuition reimbursement provided shall be limited to the amount which the California State University system charges under its fee schedule for registration fees, tuition, and course material. In order to qualify for reimbursement, the employee must receive written pre-approval of their department head concerning the course.

ARTICLE 15. SUPPLEMENTAL STIPEND

For employees currently working and qualified for supplemental stipend and retire from the City, the City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is then the employee will receive the amount in the combined plan. The benefit will continue through the life of the employee. If the employee changes health care carriers the benefit will cease except in the case of PERS health care plans, an employee may change carriers as long as it the health care plan is still within the PERS umbrella.

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 16 below.

- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

ARTICLE 16. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

Effective February 8, 2011, for employees hired on or after July 1, 2008 the City will contribute one point five percent (1.5%) of the employee’s base monthly salary toward one of the City’s 457 deferred compensation plans and the above Article 14. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of two point five (2.5%) percent or more of the employee’s base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to one percent (1.0%). The City’s total contribution toward any employee will not exceed two point five percent (2.5%).

Employees hired on or before July 1, 2008 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree medical supplemental stipend.

For individual employees hired on or before July 1, 2008 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable. Total contribution to 457 deferred compensation plans will be limited to annual maximum contributions dictated by IRS code.

ARTICLE 17. VACATION

- A. All full-time personnel shall be entitled to annual vacation leave as provided below:

Years of Continuous Service	Annual Accrual Amount	Maximum Accrual Amount
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours

Employees of this Association upon the date of hire may be eligible for the second tier of vacation leave, if said employee possesses nine (9) years or more demonstrated experience in their respective field of hire. This advanced vacation leave allowance shall be awarded to a new employee at the sole discretion of the City Manager. Employees who are awarded the second tier vacation leave allowance shall move to the third and final tier after four

years' service with the City. The third tier of vacation shall be the maximum allowable annual vacation accrual.

- B. Vacation credits shall be accrued pro rata on each pay period. Employees shall not be eligible to use vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.
- C. Subject to approval of the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than one-day increments shall be discouraged.
- D. Based on the operational needs or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.
- E. Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferments approved by the Appointing Authority shall be provided to Human Resources in such form as specified.
- F. It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the department head or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in the no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one which is submitted within ten (10) days of the requested leave date(s).
- G. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriate documentation from the physician such leave will be changed to the employee's sick leave.
- H. All employees shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation. However, no such payment shall be made for vacation leave credited in advance of being earned.

ARTICLE 18. HOLIDAYS

General Employee holidays:

- A. The City shall observe the following holidays for general employees, except employees of the Public Works Department crew and Marina Department:

January 1	November 11
The third Monday in January	Thanksgiving Day
February 12	Day after Thanksgiving
The third Monday in February	December 24
The last Monday in May	December 25
July 4	December 31
The first Monday in September	
The second Monday in October	

General employees, not on the Public Works Department crew or Marina Department, and excluding any employee assigned to a 24-hour, shift related job classification, are eligible for an additional 16 hours of paid holiday time (floating holidays) for personal use. Paid floating holidays is accumulated annually and may not be carried over into subsequent calendar years.

Probationary employees, who are not on the Public Works crew or Marina Department, are not eligible for floating holidays during the first six months of the probationary period. During the remainder of the 12-month probationary period, probationary employees are eligible for floating holidays on a pro rata basis based on the number of months remaining in the 12-month probationary period.

- B. The City shall observe the following holidays for general employees who are assigned to the Public Works Department crew:

January 1	November 11
The third Monday in January	Thanksgiving Day
February 12	Day after Thanksgiving
The third Monday in February	December 24
The last Monday in May	December 25
July 4	December 31
The first Monday in September	
The second Monday in October	

General employees assigned to the Public Works Department crew are eligible for an additional 16 hours paid holiday time (floating holidays) for personal use. Floating holidays are accumulated annually and may not be carried over into subsequent calendar years.

Probationary employees on the Public Works crew are not eligible for floating holidays during the first six months of employment. During the remainder of the 12-month

probationary period, probationary employees are eligible for floating holidays on a pro rata basis based on the number of months remaining in the 12-month probationary period.

- C. The City shall observe the following holidays for General Employees who are assigned to the Marina Department as follows:

January 1	December 25
Thanksgiving	December 31
December 24	

Marina employees will take not take holidays that occur on days on which they are regularly scheduled to work. Such holidays will be made available to the employee as floating holidays. In addition to the existing 16 hours of floating holidays for non-probationary employees, employees assigned to Marina duties shall be given an additional nine (9) paid holidays (floating holidays) in lieu of the nine (9) unobserved holidays. These additional floating holidays shall be taken within thirty (30) days following the observance of the holiday. This additional paid floating holiday time may not be accumulated or carried over into subsequent calendar years. Floating holidays awarded in lieu of December holidays will be awarded in January of the following calendar year.

- D. The City shall observe the following holidays for General Employees who are assigned to Recreation duties as follows:

For any holiday that is observed by both the City and the Brisbane School District, the employees assigned to Recreation duties shall observe the holiday on the same day as the school district, rather than on the day observed by the other employees in this group. The total number of holiday hours remains unchanged.

- E. Observance of Holidays

A City holiday shall also be observed on any day proclaimed by the President, Governor or Mayor of the City as a public holiday.

Where any of the aforementioned holidays falls on a Sunday, the following Monday shall be observed as the holiday. Where the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Where Christmas Eve or New Year's Eve falls on a Saturday or Sunday, the preceding Friday shall be observed as the holiday.

When a City holiday falls on an employee's regularly scheduled day off which is other than Saturday or Sunday, another day off shall be granted.

ARTICLE 19. ATTENDANCE

Employees shall be in attendance at their work in accordance with rules and policies regarding hours of work, leaves and related conditions. Department heads shall be responsible for maintaining employee attendance records which shall be reported to the Personnel Officer in the form and at the times prescribed by him or her.

Except in extraordinary circumstances, an employee who is unable to report for work at the beginning of his or her established shift shall notify his or her immediate supervisor as soon as practicable, but at least within the hour before the commencement of such shift. Failure to provide this notification may result in the unreported period of absence for the first day being considered as leave without pay. An employee who is absent without notification for more than one work day shall be subject to disciplinary action, including discharge, pursuant to Rule 13 of these Regulations. The one-hour notification provision shall not preclude a department head, with approval of the Personnel Officer, from requiring an earlier notification where it is warranted due to operational needs.

In order to insure employee availability for the protection of life and property and to otherwise serve the health, safety and welfare of the community, the appointing authority is authorized to establish reasonable response time for employees to report to work after call to duty under emergency conditions. This response time may vary by operating unit, the type of personnel involved and the type of emergency, but shall not serve to require employees to reside within City boundaries.

ARTICLE 20. SICK LEAVE

Employees covered by this agreement shall be provided paid sick leave as set forth below. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in the case of actual sickness, injury, disability or medical condition that prevents the employee from performing the full scope of the usual and customary duties of his/her classification. An employee who is granted sick leave is expected to take the appropriate recuperative steps and/or follow physician recommended recuperative steps to assure a timely return to work.

The accrual and usage of sick leave shall be governed by the following provisions:

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Through the term of the agreement, the maximum accrual amount shall be 1,840 hours. Employees separating from the City service shall not be entitled to any payment of unused, accrued sick leave.
- C. Employees shall not accrue sick leave during their first three (3) months of employment under original appointments, but shall receive credits for that period when three (3) months of service have been attained.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the commencement of the shift. A department head may require an earlier notification where it is warranted due to operational needs.

Failure to provide such notification without good reason may result in that day of absence being treated as a leave of absence without pay. The determination in this regard shall be made by the department head, subject to final approval by the appointing authority or designee. Where the period of absence due to illness or injury is not known at the outset,

it shall be the responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or expected to be, for more than two workdays, the employee may be required to file a physician's certificate. The certificate shall state that the employee is under treatment by a physician for a condition that prevents the employee from performing the usual and customary duties of the classification, the prognosis for return to work, the date of return to work, and any limitations that exist upon the return to work. The certificate shall be filed with the Personnel Officer. When deemed appropriate, the City Manager or designee may require verification of the employee's doctor's certificate by a physician specified by the City.

In the event the employee's doctor's certificate and the opinion of the City's specified doctor's verification as to the employee's ability and/or scheduled time to return to work disagree, the employee may be required to report to the City's specified physician for an examination. The City will pay for all costs associated with this verification and/or examination. The City's specified doctor's determination shall be final and the employee shall return to work. Failure by the employee to report to the City's specified doctor or to return to work may result in the sick leave request being denied and the employee being placed on leave without pay and/or disciplinary action being taken up to and including termination.

The department head or designee may deny a sick leave request and place the employee on leave without pay based on reasonable evidence that the employee failed to follow appropriate and/or doctor specified recuperative steps.

The payment of sick leave may be suspended by the appointing authority where he/she has reasonable grounds to believe that absences on a given day or days are the result of a concerted action of the part of two or more employees which is related to a labor dispute with the City directly or one in which the City is involved as a third party.

- E. Where an illness or injury is job-related and covered by State Worker's Compensation, accrued sick leave or vacation credits may be applied to make up the difference between State benefits and full, base salary.
- F. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- G. The City will work with the Bargaining Group to participate in the State provided SDI program at no cost to the City.

- H. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- I. No accrued leave may be used for any injury or illness arising out of outside employment.

ARTICLE 21. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the department head to employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined pursuant to state law. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above. Extensions to such leaves due to unusual circumstances may be approved by the Personnel Officer.

ARTICLE 22. PERSONAL LEAVE

Employees may use up to one (1) day per year of sick leave per calendar year for personal leave. Personal leave shall be requested in advance and approved by the department head. Supervisory personnel cannot approve personal leave. When the department head is unavailable to consider a Personal Leave request, supervisory personnel may approve the leave request as vacation or Compensatory Time Off. The department head, upon his/her return, will review the employee's Personal Leave request and may grant the request as personal leave rather than vacation or Compensatory Time Off. The requested leave time must be for personal business or for a purpose that cannot be conducted on the employee's own time off. The requested time off shall be limited to the essential and actual time needed to complete the business or purpose upon which the requested leave is made (including travel time to and from work).

ARTICLE 23. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans Code. An employee requesting leave for this purpose shall provide the department head with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the department head may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

ARTICLE 24. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments.

An employee who is subpoenaed to appear in court in an official capacity as a City employee shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his official capacity as a City employee shall be permitted time off without

pay. If the employee elects, accrued vacation or Compensatory Time Off may be used for this purpose.

ARTICLE 25. MATERNITY LEAVE

Maternity leaves of absence shall be granted in accordance with applicable provisions of Federal and State law.

ARTICLE 26. MEDICAL LEAVE

The appointing authority may place an employee on a medical leave of absence without pay where, in the appointing authority's judgment, that employee is incapacitated to perform the regular functions of his position. This type of leave may be used pending the employee's anticipated recovery or pending the outcome of a medical evaluation of the employee's physical or mental health as it relates to the performance of his work. Before an employee is placed on such leave status, the employee shall be permitted to utilize all accrued sick leave and vacation credits.

Under normal circumstances, no leave directed or granted under this rule shall exceed 90 days at which time the appointing authority may, under extraordinary circumstances, extend the leave for a definite period. Otherwise, the leave shall be terminated.

Nothing herein shall be construed as modifying the provisions of State Labor Code Section 4850 as they relate to public safety personnel.

ARTICLE 27. LONGEVITY RECOGNITION LEAVE

Employee employed on or before July 1, 2006 by the City of Brisbane and in the Association will be eligible for longevity recognition at 12 years of service.

Employees entering into the Association after July 1, 2006 will be eligible for longevity recognition at 15 years of service.

In recognition of the years of service with the City of Brisbane as noted above, the City grants to such a qualified employee each year forty (40) hours of time off with pay. Such time off is to be taken during the employee's anniversary year, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

ARTICLE 28. MANDATORY ADMINISTRATIVE LEAVE

The appointing authority may place an employee in the Classified Service on administrative leave where, in his judgment, such action would be in the best interests of the City service. This leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending.

ARTICLE 29. OTHER LEAVES WITHOUT PAY

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three months. Department heads may grant such leaves not to exceed five working days.

The request for leave, and the reasons therefore, shall be submitted in writing by the employee and must be approved in advance by the appointing authority or the department head, as appropriate.

On expiration of the approved leave, the employee shall be reinstated to his former position or to a comparable one if the former position is abolished during the period of leave and the employee otherwise would not have been laid off. Based upon unforeseeable changes in operating requirements, the appointing authority may recall the employee from leave prior to its expiration.

Failure on the part of an employee to return to work on the date originally scheduled or subsequently modified shall be considered as a resignation.

ARTICLE 30. LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY AND BENEFITS

Except as provided under State law for employees on military leaves of absence, employees on leaves of absence without pay shall not, after the first 30 days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages, except as provided under the Federal Family Medical Leave Act. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

ARTICLE 31. UNIFORM SUPPLY AND MAINTENANCE

Uniforms and safety equipment shall be supplied by the City when necessary. Issued uniforms and equipment shall be maintained and replaced as determined by Department Head.

The policy and procedures covering repair or replacement of employee-owned personal property that is lost or damaged while on the job is set forth in the Administrative Manual.

ARTICLE 32. LAYOFF PROCEDURE

City Personnel Rules and Regulations.

ARTICLE 33. DEMOTIONS

City Personnel Rules and Regulations.

ARTICLE 34. TRANSFER

City Personnel Rules and Regulations.

ARTICLE 35. PROMOTIONS

City Rules and Regulations.

ARTICLE 36. TRAINING

The Association and City will develop a Training Committee with membership from each department, Department Heads, and the Personnel Officer. Such committee shall meet the first quarter of each year and present a recommendation to the City Manager for annual training programs by April 1st of each year. Such training programs may include lecture course, demonstrations, field training, computer training courses, and additions to the City library or such other resources as may become available for the purpose of improving the effectiveness and broadening the knowledge and ability of City employees in the performance of their duties.

In developing promotional opportunities, participation in and successful completion of training courses will be considered in advancement and promotion. Evidence of enrollment and completion of training shall be filed by the employee with the Department Head and placed permanently in the personnel file of the employee.

ARTICLE 37. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

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

All original appointees to positions in classifications covered by this agreement shall serve a probationary period of twelve (12) months. Promotional appointees shall serve a probationary period of not less than six (6) months, nor more than twelve (12) months.

Where the probationer loses time from the job, whether paid or unpaid, in sufficient amounts as to detract from the stated objectives of City's Rule 11.01, the appointing authority may extend the period of probation beyond the limits contained in the preceding paragraph. This extension may not exceed the aggregate amount of lost time which caused the extension. The probationer shall be so advised prior to the effective date of the extension.

It shall be the duty of each department head and immediate supervisor to investigate carefully the probationer's adjustment and performance to determine whether or not the probationer is qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at time specified by the Officer, but no less than twice during the employee's probationary period.

The final probationary report on each probationer shall include, and earlier reports may include, the department head's recommendation regarding retention.

During the probationary period, an appointee may be rejected at any time by the appointing authority without cause and without right of appeal. Notice of rejection shall be served in writing on the probationer.

An employee rejected during the probationary period from a position in the Classified Service to which he has been promoted shall be reinstated to a position in the class from which he was promoted unless the rejection results in dismissal from the City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Rule 14 and shall be furnished advance notice pursuant to Rule 13.02.

Performance reports shall be completed at least annually for all personnel having permanent status in positions in the Classified Service. Such reports may be required more frequently by the Personnel Officer.

ARTICLE 38. DISCIPLINARY PROCEDURE

The appointing authority may take disciplinary action against an employee in the Classified Service for misconduct including, but not limited to: chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an application or other personnel document; falsification of records; unfitness for duty; and absence without authorized leave.

The disciplinary action(s) taken may include suspension, pay reduction, demotion, discharge, or any combination of these or other appropriate penalties.

All discipline action taken against an employee in the Classified Service must receive the prior approval of the appointing authority except under emergency circumstances which dictate immediate suspension of the employee by the department head or supervisor. In such cases, the employee's department head shall immediately report the action taken to the appointing authority who shall review the case and make a determination concerning the appropriateness of the suspension and of further disciplinary action.

All actions resulting in salary reductions or demotions shall be subject to review by the appointing authority and the department head involved within thirty (30) days following the effective date of the initial action and at regular intervals thereafter.

Employees shall have the right to appeal disciplinary actions pursuant to the applicable provisions of Article 36 set forth below. (See Step 4)

ARTICLE 39. GRIEVANCE PROCEDURE

A grievance is defined as any dispute involving the interpretation, application, or alleged violations of:

1. A current Memorandum of Understanding between the City and a recognized employee organization.
2. The City's Personnel Ordinance and City's Rules where the provision in dispute is within the scope of representation.

Should any dispute concern an agreement, rule, or action which prescribes a separate appeal procedure, that dispute shall be excluded from the procedure.

STEP 1 An employee who has a grievance shall bring it to the attention of his immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within five (5) working days of its occurrence, the grievance on such a matter shall be raised within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

1. The name of the grievant.
2. The grievant's department and specific work site.
3. The name of the grievant's immediate supervisor.
4. A statement of the nature of the grievance including date and place of occurrence.
5. The specific provision, policy, or procedure alleged to have been violated.
6. The remedy sought by the grievant.
7. The name of the individual or organization, if any, designated by the grievant to represent him in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

Formal grievances shall be processed beginning with Step 2 of this procedure.

STEP 2 An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

STEP 3 If the employee is dissatisfied with the decision of the department head in Step 2, he may submit the grievance to the appointing authority within ten (10) working days from receipt of the department head's response. The appointing authority, or his designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period the appointing authority, at his discretion, may conduct an informal hearing involving the parties to the dispute.

STEP 4 For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and for no other action(s), an employee who is dissatisfied with the decision of the appointing authority in Step 3 may submit the grievance to arbitration within ten (10) working days from receipt of the appointing authority's decision.

The City and the Association shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and a court reporter shall be the responsibility of the City, except in cases where allegations are of criminal misconduct, dereliction of duty, abandonment of position of gross negligence or moral turpitude. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any. Decision of arbitrators on matters properly set before them shall be final and binding on the parties hereto.

ARTICLE 40. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking which conflicts or interferes with their City employment.

Outside employment shall not be undertaken by full-time employees in the Classified Service unless the department head and the appointing authority first approve the employment and determine that it will not adversely affect the employee's quality of work or availability for City service.

Under no circumstances shall an employee be authorized to perform any function related to outside employment or activities during scheduled working hours.

ARTICLE 41. USE OF CITY FACILITIES

Upon reasonable, advance notice, the Municipal Employee Relations Officer may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

Exceptions to the aforementioned on-duty policy may be granted by the Municipal Employee Relations Officer where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meetings shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site. Employees shall be permitted to schedule two one-hour meetings for the negotiation team and two one-hour meetings with all bargaining unit employees to be held on City premises to discuss labor relations issues. However, in no event shall the City pay overtime for any of said meetings. Prior to scheduling the meeting, permission shall be obtained from the department head responsible for the facility in which the meeting is to be held.

Except as provided above, employee representatives shall not have access to City premises for the conduct of union or association business.

Upon request, the Municipal Employee Relations Officer shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 42. PROHIBITED ACTIVITIES

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

ARTICLE 43. WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the term of this Agreement, the Association and the City hereby agree not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding or in negotiations leading thereto, and irrespective of whether or not matters were discussed or were even within the contemplation of any parties hereto during negotiations leading to this Agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

During the term of this agreement, the Association may, upon action by its Executive Board, request in writing to reopen and meet and confer regarding working conditions. This reopener shall not apply to salary, insurance, or any other monetary item(s), nor shall it apply to specific individual problems, which shall be handled under the grievance procedure.

ARTICLE 44. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding their impact on employees of the suspension of these provisions in this Memorandum of Understanding.

ARTICLE 45. SEVERABILITY PROVISION

Should any article, section, subsection, subdivision, sentence, clause, phrase, or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE 46: TELECOMMUTE PROVISION

The City will engage a group of employees from throughout the organization to develop telecommute and alternative work schedule policies by June 30, 2020.

ARTICLE 47. PAST PRACTICES

Continuance of working conditions and practices not specifically provided herein shall not be guaranteed by this Memorandum of Understanding. The City shall not be relieved of its obligation to meet and confer with the Association regarding changes in working conditions and practices where otherwise required by law.


The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of this Memorandum of Understanding.

ARTICLE 48. TERM OF THE MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on July 1, 2019, and terminate after June 30, 2022.

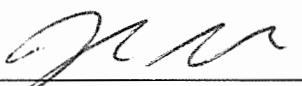
The City and the General Employees Association acknowledge that this agreement shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

GENERAL EMPLOYEES
ASSOCIATION

By 
Greg Morris
President

Dated

01/03/20

By 
Dolan Shoblo
Vice President

Dated


01/03/20

CITY OF BRISBANE

By 
Stuart Schillinger
Administrative Services Director

Dated

01/10/2020

By 
Clayton Holstine
City Manager

Dated

01/10/2020