RESOLUTION 2016 - 29

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.

_____

CLIFFORD R. LENTZ
Mayor

I hereby certify that the foregoing Resolution No. 2016 - 29 was duly and regularly adopted at a special meeting of the Brisbane City Council on July 14, 2016, by the following vote:

AYES:
NOES;
ABSENT:

_____

SHERI MARIE SPEDIACCI
City Clerk

Exhibit A

AGREEMENT BETWEEN THE

POLICE CHIEF

AND THE CITY OF BRISBANE

JULY 1, 2016 – JUNE 30, 2019

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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 the masculine gender is used in the Agreement, it shall be understood to include the feminine gender.

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

For Police Chief: _____ For the City: _____

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

For Police Chief: EM For the City:

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.

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, 2016, an increase of 3.0%.
2. Effective the first full payroll period after July 1, 2017, an increase of 3.0%.
3. Effective the first full payroll period after July 1, 2018, an increase of 3.0%.
4. Effective June 30, 2019, an increase of 2.0%

B. Additional Compensation

1. 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. 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.

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.

3. Compensation Study - The City will complete a total compensation market survey that 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 Police Chief 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. HOUSING ASSISTANCE PROGRAM

For Police Chief: EM

For the City:

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

For Police Chief: EM

For the City:

(PEMHCA), currently at $125 for 2016 and $128 for 2017. This will cease should the City no longer provide health benefits through PEMHCA in the future.

B. Flexible Compensation Plan

The City shall offer a Flexible Compensation Plan and make monthly contributions for employee benefit allowance for allocation to health insurance and health and dependent care reimbursement accounts.

The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning July 1, 2016:

No Plan	$537.46
Single party	$660.30
Two party	$1,448.06
Family	$1,920.75

Effective December 1, 2016, the City's contribution toward the Flexible Compensation Plan will be increased by 4% to the following amounts:

No Plan	$558.96
Single party	$686.71
Two party	$1,505.98
Family	$1,997.58

Effective December 1, 2017, the City's contribution toward the Flexible Compensation Plan will be increased by 4% to the following amounts:

No Plan	$581.32
Single party	$714.18
Two party	$1,566.22
Family	$2,077.48

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 maintain its self-insured dental program, and the City shall contribute the sum of $95 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.

For Police Chief: EM

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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.

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

In recognition of long-term service with the City of Brisbane, an employee who retires after July 1, 2010, will be paid a stipend that is equal to the premium rate charged the City by Kaiser. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

1) The employee has a total of 10 years or more municipal government service, either with the City of Brisbane or other municipal government agencies.
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.

In addition, it is agreed that an employee will no longer be eligible for such stipend should the employee elect to be covered by another medical plan other than that provided at the time of retirement. Medicare for the purposes of this Article is not considered another medical plan except at that time a retired employee is covered by Medicare, the stipend will be equal to the cost the City would need to pay for Kaiser Medicare part B coverage. Also, an employee that is participating in a medical plan through PERS Health may elect during the annual open enrollment another health plan through PERS Health without losing their eligibility for such stipend. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

Employees hired after July 1, 2016 will not be eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 11.

ARTICLE 11. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

For Police Chief: EM

For the City:

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%). 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.

For Police Chief: _____ For the City: _____

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	November 11
The third Monday in January	Thanksgiving Day
February 12	Day after Thanksgiving
The third Monday in February	Four hours on Christmas Eve Day
The last Monday in May	December 25
July 4	Four hours on 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.

For Police Chief: EM

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C. All full-time scheduled employees covered herein are eligible for an additional 24 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

For Police Chief: EM For the City: _____

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

For Police Chief: EM

For the City: MA

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. 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.

For Police Chief: _____ For the City: _____

ARTICLE 24. LAYOFF PROCEDURE

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

ARTICLE 25. 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 26. 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 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, 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.

For Police Chief: EM

For the City:

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 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 their impact on employees of 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. 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 34. TERM OF THE AGREEMENT

The term of this Memorandum of Understanding shall commence on July 1, 2016, and terminate after June 30, 2019.

For Police Chief: EM

For the City:

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

Dated 7/8/16

By _____
Elizabeth Macias

CITY OF BRISBANE

By _____
Clayton Holstine
City Manager

By _____
Stuart Schillinger
Administrative Services Director

By _____
Maria Saguisag-Sid
Principal Analyst

Effective Date: 07/11/2016
3.0% Increase

CITY OF BRISBANE
Police Chief

Appendix A

Job Title		Step A	Step B	Step C	Step D	Step E
Police Chief	Monthly	13,759.56	14,446.92	15,168.19	15,928.74	16,723.22
	Bi-weekly	6,350.57	6,667.81	7,000.70	7,351.73	7,718.41
	Hourly	79.38	83.35	87.51	91.90	96.48