RESOLUTION 2016 - 31

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

WHEREAS, the City of Brisbane and the Police Commander Association 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 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.

_____
CLIFFORD R. LENTZ
Mayor

I hereby certify that the foregoing Resolution No. 2016 - 31 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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF BRISBANE

AND THE

POLICE COMMANDER ASSOCIATION

July 1, 2016 – June 30, 2019

TABLE OF CONTENTS

ADMINISTRATIVE LEAVE	ARTICLE 23
BEREAVEMENT LEAVE	ARTICLE 16
CLASSIFICATION AND PAY PLAN	ARTICLE 5
DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION	ARTICLE 11
DEMOTION	ARTICLE 27
DISCIPLINARY PROCEDURE	ARTICLE 31
EMERGENCY WAIVER PROVISIONS	ARTICLE 37
GRIEVANCE PROCEDURE	ARTICLE 32
HOLIDAYS	ARTICLE 14
INSURANCE	ARTICLE 9
JURY DUTY	ARTICLE 19
LAYOFF PROCEDURE	ARTICLE 26
LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY	ARTICLE 25
LONGEVITY RECOGNITION LEAVE	ARTICLE 22
MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS	ARTICLE 4
MATERNITY LEAVE	ARTICLE 20
MEDICAL EXAMINATION	ARTICLE 12
MEDICAL LEAVE	ARTICLE 21
MILITARY LEAVE	ARTICLE 18
NON-DISCRIMINATION	ARTICLE 3
OTHER LEAVES WITHOUT PAY	ARTICLE 24
OUTSIDE EMPLOYMENT	ARTICLE 33
OVERTIME	ARTICLE 8
PAST PRACTICE	ARTICLE 39
PERSONAL LEAVE	ARTICLE 17
PREAMBLE	ARTICLE 1
PROBATIONARY PERIOD AND PERFORMANCE RATING	ARTICLE 30
PROHIBITED ACTIVITIES	ARTICLE 35
PROMOTIONS	ARTICLE 29
PUBLIC EMPLOYEES' RETIREMENT SYSTEM	ARTICLE 87
RECOGNITION	ARTICLE 2
SEVERABILITY PROVISION	ARTICLE 38
SICK LEAVE	ARTICLE 15
SUPPLEMENTAL STIPEND	ARTICLE 10
TERM OF AGREEMENT	ARTICLE 40
TRANSFER	ARTICLE 28
TUITION REIMBURSEMENT	ARTICLE 6
USE OF CITY FACILITIES	ARTICLE 34
VACATION	ARTICLE 13
WAIVER PROVISION OF BARGAINING DURING TERM	ARTICLE 36

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 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

For Police Commander: _____ For the City: _____

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

For Police Commander: _____ For the City: _____

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.

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

1. Effective the first full payroll period after July 1, 2016, an increase of 7.5%. (includes 5% in recognition of oversight of Code Enforcement function, 2.5% as a cost of living increase)
2. Effective the first full payroll period after July 1, 2017, an increase of 3.0%.
3. Effective the first full payroll period after January 1, 2018, an increase of 3.0%.
4. Effective June 30, 2019, an increase of 2.0%

B. Additional Compensation

1. Administrative Leave - 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. 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.

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. 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

For Police Commander: _____ For the City: _____

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

For Police Commander: _____ For the City: _____

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 $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

For Police Commander: _____ For the City: _____

Effective December 1, 2018, the City's contribution toward the Flexible Compensation Plan will be increased by 4% to the following amounts:

No Plan	$604.57
Single party	$742.75
Two party	$1,628.87
Family	$2,160.58

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.

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. SUPPLEMENTAL STIPEND

In recognition of long-term service with the City of Brisbane, an employee who retires after July 1, 2008, will be paid a stipend that is equal to the family 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 15 years or more municipal government service, either with the City of Brisbane or other municipal government agency.
2. The employee retires from service with the City of Brisbane.

For Police Commander: _____ For the City: _____

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 January 1, 2013 will not be eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 11 below.

ARTICLE 11. 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%). 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 12. 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.

For Police Commander: _____ For the City: _____

ARTICLE 13. 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.

For Police Commander: _____ For the City: _____

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	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.

C. The employees covered herein is 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.

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 15. 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.

For Police Commander: _____ For the City: _____

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.

For Police Commander: _____ For the City: _____

G. 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

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 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

For Police Commander: _____ For the City: _____

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

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 23. 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 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.

For Police Commander: _____ For the City: _____

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, 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 26. LAYOFF PROCEDURE

City Personnel Rules and Regulations, Section 12.02.

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 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 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.

For Police Commander: _____ For the City: _____

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) moths, 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.

For Police Commander: _____ For the City: _____

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 32 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: 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

For Police Commander: _____ For the City: _____

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.

For Police Commander: _____ For the City: _____

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

For Police Commander: _____ For the City: _____

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. 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 40. 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 Commander: _____ For the City: _____

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

Dated 7/8/16

By _____
Robert Meisner

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 **CITY OF BRISBANE** Appendix A

7.5% Increase Police Commander

Job Title		Step A	Step B	Step C	Step D	Step E
Police Commander	Monthly	12,404.21	13,024.70	13,676.87	14,360.71	15,078.09
	Bi-weekly	5,725.02	6,011.40	6,312.40	6,628.02	6,959.12
	Hourly	71.56	75.14	78.91	82.85	86.99