

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

JULY 1, 2016 – JUNE 30, 2019

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BRISBANE AND THE
BRISBANE POLICE OFFICERS 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, hereafter referred to as “the City”, and the Brisbane Police Officers Association, hereafter 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 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 and defined as two consecutive quarters of negative growth in the United States Gross Domestic Product (GDP)).

ARTICLE 2. RECOGNITION

A. Bargaining Unit Representation

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

Police Officer
Sergeant

B. Authorized Representatives

The Association shall provide and maintain with the City’s authorized labor relations representative and the Chief of Police, a list of current officials of the Association, as well as the names of any other person(s) who are authorized to officially represent the Association in its dealings with the City.

C. The City Manager or designee of the City of Brisbane or any person or organization duly authorized by the City Manager or designee, is the representative of the City of Brisbane.

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, religion, sex, sexual orientation, marital status, age, national origin, ancestry, disability, medical condition, military or veteran status. . 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 and federal anti-discrimination laws.

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 be expressed or abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of the 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 of 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 provision 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 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 the 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 the Memorandum of Understanding.

ARTICLE 5. CLASSIFICATION AND PAY RATES

A. Wages

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, 2016, an increase of 3.5%.
2. Effective the first full payroll period after July 1, 2017, an increase of 3.5%.
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%

B. Payroll Deduction – Association Dues

Upon the receipt of a written request and authorization from an employee for deduction of Association dues, the City shall withhold such dues and deductions from the salary of the employee. The amount of the deductions shall be submitted by the City to the officer, bank, and/or firm designated in writing by the employee as the person, bank, or firm authorized to receive such funds. The City shall continue to withhold such deductions unless the employee files a statement with the City withdrawing authorization for the continued withholding of the deductions.

ARTICLE 6. OVERTIME

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

- A. Employees assigned to shift work shall work a 7(k) work period. The shift cycle (average of 42-hours per week) shall be four (4) consecutive tours of duty followed by four (4) consecutive days off-duty. The workday shall be 12-hours, with the shifts beginning at 7:00

AM and 7:00 PM or such other schedule as determined by the Department Head. The work period shall be 24 days, where the maximum non-overtime hours will be 147 hours. The City shall retain the right to change the shift cycle and/or work period, so long as the change is intended to be permanent and not done to avoid overtime obligations required under the Fair Labor Standards Act.

- B. The work period for employees assigned to positions other than shift work shall begin on Monday and end on Sunday (40-hours per workweek) and the hours worked will normally fall between 8:00 AM and 5:00 PM or such other schedule as determined by the Department Head.
- C. An employee required to work in excess of the regularly scheduled workday or regularly scheduled work shift, or as required under the Fair Labor Standard Act, shall be compensated for each overtime hour as authorized by employee's supervisor at a rate of one-and one-half (1 ½) times the employee's regular rate of pay.
- D. The Fair Labor Standards Act requires that educational and other incentive pays be included in determining the regular rate of pay. For shift personnel, the hourly equivalent to the regular rate of pay shall be computed by dividing the annual base pay, including educational and incentive pays, by the total scheduled hours of 2,184. For employees assigned to a forty (40) hour workweek, the regular rate of pay shall be computed by dividing the annual base pay, including educational and incentive pays, by 2,080 hours.
- E. Nothing herein shall preclude the covered 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

- A. When an off duty employee is called back to work, a minimum of two (2) hours pay 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.
- B. Court Time
Any employee required to report to court while not on duty shall receive a minimum of three (3) hours pay for such court appearance at the time and one-half rate of pay.
- C. Page Standby
Police Sergeants and Officers who volunteer to be on pager standby for purposes of callback to duty shall receive one hour of overtime compensation for every 24 consecutive hours of standby. The employee has the choice of either pay or compensatory time off.

Standby compensation is only authorized by the Chief of Police or his/her designee based on shift staffing. When patrol staffing levels reach a minimum of two sworn employees per each 12-hour shift, then pager standby is authorized for one sworn employee. When one or

more of the shifts in a 24-hour period has more than two sworn employees scheduled to work, then pager standby is not authorized.

For the purposes of this article, sworn employees are defined as:

- Officer/Officer
- Officer/Sergeant
- Sergeant/Sergeant

ARTICLE 8. OUT-OF-CLASS PAY

Law enforcement shift personnel may be assigned to assume the duties of a higher shift rank. Law enforcement shift personnel shall be eligible to receive Out-of-Class pay immediately upon assuming such duties. The rate of pay shall be the first step of the higher classification or the next step in the employee's classification, which is not less than 5% more than the employee's current regular rate pay.

ARTICLE 9. SPECIAL ASSIGNMENT PAYS

A. Field Training Officer

A Police Officer shall receive an additional \$15.00 per shift when assigned as a Field Training Officer.

B. Special Assignment

The Police Chief may, from time to time, make special assignments outside the employee's classification. Such assignments carry no permanency in class and are made at the sole discretion of the Chief of Police. Participation in such assignments is strictly voluntary. Personnel will receive 5.0% above base salary for the duration of the assignment.

C. K-9 Maintenance Pay

K-9 Officers shall receive compensation equivalent to eight (8) hours of pay at the overtime rate for the care and grooming of their K-9 partner during their off-duty time as outlined in General Orders.

D. Detective Pay

Officers assigned to detective duties shall receive an additional 10.0% of base salary when so assigned. The assignment to such a position shall be at the discretion of the Police Chief and shall not be considered a "promotional" assignment with the expectation of continuing to receive additional compensation when re-assigned to patrol duties. Employees assigned to detective duties are not eligible to receive holiday pay (6.0%) in lieu of holiday observance.

E. Commander Pay

The City may assign a Sergeant to perform the full range of duties of a City of Brisbane Police Commander. An employee so assigned will receive ten percent (10%) above the employee's current Sergeant base pay for the duration of such assignment. Such assignment outside of the Brisbane Police Officers' Association's bargaining unit is at the sole discretion of the City and may be revoked at any time.

ARTICLE 10. WORK WEEK

- A. Police Officers and Police Sergeants assigned shift work shall work four consecutive days of twelve-hour shifts followed by four consecutive days off as the shift cycle to be followed during the course of the Agreement. However, it is also understood that nothing contained in the Agreement precludes the Police Chief from making assignments of other hours of work or shift schedules for individuals should the Police Chief determine that the needs of the service so warrant such assignment(s).

- B. There will be varying shift cycles for employees covered by this unit as outlined below:
 - 1. Police Officers and Police Sergeants assigned to shift work will work 147 hours in a twenty-four (24) day cycle and/or 2,184 hours annually.
 - 2. Members who are full-time employees and not assigned as shift work personnel shall work a forty-hour workweek and/or 2,080 hours annually.
 - 3. Nothing herein shall restrict the City's rights under its layoff procedure set forth in its Rules and Regulations.

ARTICLE 11. SHIFT DIFFERENTIAL

Shift employees assigned to and who work a forty-two (42) hour per week work schedule will receive an additional payment of two and a half percent (2.5%) of base wage.

ARTICLE 12. VACATION

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

Shift Personnel (42-hour workweek)

Years	Annual	Maximum
<u>Service</u>	<u>Amount</u>	<u>Accrual</u>
First 4 years	84 hours	168 hours
After 4 years	126 hours	252 hours
After 9 years	168 hours	336 hours

Non-Shift Personnel (40-hour workweek)

Years	Annual	Maximum
<u>Service</u>	<u>Amount</u>	<u>Accrual</u>
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. Original appointees to law enforcement classifications shall not be eligible to take 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. Lateral appointees to law enforcement classifications shall be eligible for the second tier of vacation, if upon the date of hire, the employee possess' nine (9) years of demonstrated experience in his/her field of hire. Advance vacation leave allowance shall be awarded at the discretion of the City Manager. Lateral appointees awarded the second tier of vacation upon the date of hire shall be eligible to move to the third tier of vacation after four (4) years of service. The third tier of vacation shall be the maximum allowable annual vacation accrual.
- D. Subject to approval of the City Manager or designee, 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.
- E. Based on 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.
- F. 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.
- G. 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 a vacation leave request is at the discretion of the Police Chief 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 loss of further accrual of vacation hours 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).
- H. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days of care and treatment 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.
- I. Employees who leave the City service during their first six months of employment under original appointments shall not receive any vacation leave or payment therefor. All other employees in the Classified Service 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 13. 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 that 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, except that law enforcement shift personnel shall accrue such leave at the rate of eight point four (8.4) hours per month.
- B. Sick leave credits for law enforcement shift personnel may be accumulated to a maximum of 1,092 hours and non-shift personnel may accumulate sick leave credits to a maximum of 1,040 hours. 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 ninety (90) days of employment under original appointments, but shall receive credits for that period when ninety (90) days of service have been attained. However, lateral entry appointment shall be eligible to accrue and use sick leave credits upon the date of hire.
- 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 department head may require an earlier notification where it is warranted due to operational needs (see Article 23 – Attendance).

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 and is subject to final approval by the City Manager 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/her immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or is expected to be, for more than one workday, the employee may be required to file a physician's certificate or stating the specific medical condition and the cause and nature of the illness, injury, disability, or condition that prevents the employee from performing the usual and customary duties of his/her classification with the City Manager or designee. When deemed appropriate, the City Manager or designee may require verification of the employee's 'doctor' 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 a physician that has been agreed to by the employee's physician and the City's physician. The opinion of this physician shall be the final determination. The City will agree to pay for all costs associated with this verification and/or examination. A request for sick leave may be denied and the employee placed on leave without pay and/or disciplinary action being taken up to and including termination, should the employee fail to return to work after being deemed eligible to return to work by this third physician.

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 City Manager or designee where there is 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.

- E. Where an illness or injury is job-related and covered by Worker's 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 for leave covered under Labor Code 4850.
- 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 City Manager or designee may approve use of leave for this purpose for other than the family members defined above.
- G. Usage of this benefit shall be charged as follows:
 - 1. Law enforcement shift personnel – One shift equals twelve (12) hours charged against the applicable balance.
 - 2. 40-hour law enforcement personnel – One shift equals eight (8) hours charged against the applicable balance.
- 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 14. 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.

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 eligible flexible spending accounts in the following amounts:

Effective January 1, 2016:

Coverage Level

No Plan (Proof of valid Heath Coverage Required)	\$721.79
Employee Only	\$908.86
Employee + One	\$1,942.72
Employee + Two or more (Family)	\$2,563.04

Effective December 1, 2018 (includes 4% increase):

Coverage Level

No Plan (Proof of valid Heath Coverage Required)	\$750.66
Employee Only	\$945.21
Employee + One	\$2,019.39
Employee + Two or more (Family)	\$2,665.56

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.
2. The current maximum reimbursement amount for eligible dependents is \$1,100 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 and Long Term Disability Insurance

The City shall maintain in effect for the term of this agreement its existing life insurance plan. The City agrees to maintain in effect for the term of this agreement long-term disability insurance with the carrier requested by the unit, California Law Enforcement Association. The City further agrees to add the cost of the long-term disability premium to the employee's

pay warrant as gross income for the purpose of the disability premium being paid by the employee through a payroll tax deduction.

E. Vision Care Insurance

The City shall maintain in effect for the term of this agreement its existing level of vision care insurance. 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 agreement in order to provide an employee assistance program. In addition, this existing agreement shall provide for five (5) additional counseling sessions per incident for employees of this unit, for a total of 10 visits per incident.

ARTICLE 15. SUPPLEMENTAL STIPEND

The parties agree to a Supplemental Stipend, in recognition of long-term service with the City of Brisbane, for employees retiring from City service after July 1, 2002.

For employees who retire after July 1, 2002, a stipend will be paid that is equal to the single party premium rate charged to the City by Kaiser- if all of the following conditions are satisfied:

1. the employee was hired prior to January 1, 2013
2. the employee has 15 years or more service with the City of Brisbane,
3. retires from service
4. the effective date of the retirement is within 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. Furthermore, it is agreed that an employee who once waives his/her participation, such medical plan coverage and such waiver shall be irrevocable.

Employees hired on or 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 16.B. below.

ARTICLE 16. DEFERRED COMPENSATION PLAN

- A. Employees may voluntarily participate in the City's deferred compensation plan.
- B. 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 deferred compensation plan and the above 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 deferred compensation 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%).

- C. 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 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 the deferred compensation 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 17. EDUCATION INCENTIVE

Educational incentive pay is provided to those law enforcement sworn personnel covered by the agreement as follows.

Plan A

An additional 3.5% of base salary is granted to such employees holding an Intermediate POST Certificate. Another 2.5% of base salary is granted to such employees holding an Advanced POST Certificate. The maximum aggregate educational incentive pay granted under Plan A is 6.0% of base salary.

Plan B

An additional 5.0% of base salary is granted to such employees holding an Associate of Arts Degree. Another 5.0% of base salary is granted to such employee holding a Bachelor's Degree. The maximum aggregate educational incentive granted under Plan B is 10.0% of base salary.

Employee hired prior to April 1, 2001, are eligible to elect either Plan A or Plan B. Employees who elect Plan A, then subsequently meet the requirement of Plan B, are eligible to move to Plan B. Employees hired after April 1, 2001, are eligible for Plan B only.

ARTICLE 18. UNIFORM SUPPLY AND MAINTENANCE

- A. Department will issue to all safety employees the following equipment, which shall remain Department property at all times:
1. Law enforcement safety equipment, including belt, firearm, handcuff, riot gear, flashlight, rain gear and rubber boots, and jump suit.
 2. Badges, identification cards, keys.
- B. The Department will issue the following to all new employees and will inventory all existing officers and supply additional items to reach the following number and specifications. All listed items shall become the property of the officer upon successful completion of probation.

1. One nylon jacket
2. Three short-sleeve wool uniform shirts
3. Three long-sleeve wool uniform shirts
4. Three pair wool uniform trousers
5. One pair OSHA boots to a maximum of \$150
6. Four cotton T-shirts
7. One dress jacket and tie
8. All uniform patches
9. One wool visor cap
10. Three name tags
11. 500 personalized business cards
12. One bullet-resistant vest and two covers selected by the officers from Department approved vendors within threat level, to a maximum of \$850

C. The Department will replace all unserviceable items, as needed.

D. Officers will receive annually three T-shirts and one nametag.

E. Vests will be replaced at the officer's option at five years of service. Old vests shall be returned.

F. The Department will also provide the following:

1. Unlimited cleaning
2. Tailoring, alteration and repairs
3. Service stripes, rank insignia and special assignment accouterments

G. Personal Property

The Department will repair or replace all items of personal property lost or damaged during the performance of duty. The maximum loss paid at any one incident will be \$100.

ARTICLE 19. COMPENSATORY TIME OFF

Members of the Association who are eligible to earn overtime shall be eligible to earn compensatory time off (CTO) at the rate of one-and-one-half times for every hour of overtime. No one may accumulate more than one hundred sixty (160) hours of comp time. An employee who has requested to use accumulated compensatory time off 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.

ARTICLE 20. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. Retirement benefits for safety employees designated as "Classic" members are as follows:

1. 3% @ 55 retirement formula.
2. Final Compensation one year
3. 1959 Survivor Benefits (Level 3)
4. Unused Sick Leave Credit

5. 2% Annual Cost-of-Living Allowance Increase
6. Improved Non-Industrial Disability Allowance
7. Military Service Credit as Public Service
8. \$5000 Retired Death Benefit

B. Retirement benefits for safety employees designated as “New” members are as follows:

1. 2.7% @ 57 retirement formula.
2. Final Compensation three year
3. 1959 Survivor Benefits (Level 3)
4. Unused Sick Leave Credit
5. 2% Annual Cost-of-Living Allowance Increase
6. Improved Non-Industrial Disability Allowance
7. Military Service Credit as Public Service
8. \$5000 Retired Death Benefit

C. Tax Treatment of Employee Pension Contributions

To the extent permitted by law, including but not limited to Internal Revenue Code Section 414(h)(2), pension cost contributions shall be made on a pre-tax basis. It is understood that the CITY cannot guarantee such tax treatment as the State Legislature or Congress may alter the statutory authority for this tax treatment and the Franchise Tax Board, the IRS or the U.S. Treasury Department may alter revenue rulings regarding such tax treatment.

ARTICLE 21. TUITION REIMBURSEMENT

Tuition reimbursement shall be governed by Police Department General Orders, Tuition Reimbursement Policy. However, any tuition reimbursement provided under said directive shall be limited to the amount which the California State University system charges under its fee schedule for tuition and books.

ARTICLE 22. HOLIDAYS

Employees covered by this agreement shall receive compensation in lieu of holiday observance in the amount of six percent (6.0%) of their base salary.

Employees assigned to duties that are scheduled for a forty-hour workweek and non-rotating shifts shall receive paid holiday time for all City holidays and take off all City holidays. Specifically, January 1, February 12, the 3rd Monday in February, the last Monday in May, July 4, 1st Monday in September, the 2nd Monday in October, November 11, Thanksgiving Day, Day after Thanksgiving, four hours on the work day prior to the observance of December 25, December 25 and four hours on the work day prior to January 1 holidays.

ARTICLE 23. 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 City Manager or his designee in the form and at the time prescribed by him.

Except in extraordinary circumstance, an employee who is unable to report for work at the beginning of his established shift shall notify his immediate supervisor within one hour from the commencement of such shift. Failure to provide this notification may result in the unreported period of absence for the 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, Personnel Actions: Disciplinary, of the Personnel Rules and Regulations. The one-hour notification provision shall not preclude a department head, with approval of the City Manager or his designee, 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 City Manager or his designee is authorized to establish a 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 24. MATERNITY LEAVE

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

ARTICLE 25. MEDICAL LEAVE

The City Manager or his designee may place an employee on a medical leave of absence without pay where, in the City Manager or his designee'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.

A medical leave of absence may also be directed by the City Manager or his designee in cases where an employee already off the job due to illness or injury has exhausted all accrued sick and vacation credits.

Under normal circumstances, no leave directed or granted under this rule shall exceed 90 days, at which time the City Manager or his designee 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 the State Labor Code Section 4850 as it relates to public safety personnel.

ARTICLE 26. ADMINISTRATIVE LEAVE

The City Manager or his designee 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 27. OTHERS LEAVES WITHOUT PAY

The City Manager or his designee 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 therefor, shall be submitted in writing by the employee and must be approved in advance by the City Manager or his designee 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 City Manager or his designee may recall the employee from leave prior to its expiration.

ARTICLE 28. 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. During the period of such leaves, all service and leave credits shall be reinstated at the levels as of the effective date of the leave.

ARTICLE 29. 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 (i.e. employee's spouse, domestic partner, children, parents, in-laws, brothers, sisters, grandparents and grandchildren). The City Manager or his designee 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 30. 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.

ARTICLE 31. LAYOFF PROCEDURE

The City Council may abolish any position in the Classified Service due to lack of funds, work or need.

The layoff of employees resulting from the elimination of positions shall be governed by the following procedures:

- a. Layoffs shall be made within the affected job classification in reverse order of total time in the Classified Service, including any period of probation, paid leave or active military leave. Except as provided under the Personnel Rules and Regulations, no service credits shall be earned during any leave of absence without pay. Where time in service is equal between two (2) or more affected employees, their evaluations shall serve as the determining factor.
- b. The order of layoff in the affected classifications shall be:
 - i. Temporary employees
 - ii. Probationary employees
 - iii. Permanent employees
- c. Probationary and permanent employees in the Classified Service who, under paragraph a., above, are scheduled to be laid off shall receive at least twenty-one (21) days' written notice to this effect.

In lieu of layoff, a permanent employee may elect transfer or demotion to a vacant position in the Classified Service, which the City intends to fill and for which the employee is qualified. Such actions shall be governed by the terms of Rule 12.03, Demotion, and 12.04, Transfer, and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay.

Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay; provided, however, that the displacing employee must have held permanent status in such classification and have greater time in the Classified Service than the employee being displaced.

A probationary or permanent employee displaced in accordance with this paragraph shall, in turn, be provided the same notice and displacement privilege as set forth in this paragraph.

- d. Permanent and probationary personnel laid off in accordance with this Rule shall, at their request, be placed on a re-employment list as provided by Rule 9.03 of these Regulations.

If an employee is re-employed from such a list, all service credits and other benefits accrued to the date of layoff shall be restored. In no event, however, shall the City be required to restore credits for vacation and other benefits paid out at the time of layoff.

At the time of layoff, the employee's name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Rule 9.05, Employment Lists, of these Regulations.

- e. A probationary or permanent employee laid off pursuant to this Rule shall have the right of appeal directly to Step 3 of the Grievance Procedure contained in Rule 15, Grievance Procedure, of these Regulations. An appeal filed under these circumstances shall not in any way be construed as stemming from a disciplinary action and the sole issue appropriated for determination shall be questions concerning interpretation or administration of the layoff procedure. An appeal filed under this paragraph shall not serve to suspend or delay layoff proceedings unless the City Manager determines otherwise.

In no event shall the City Manager be empowered to hear and rule upon the City Council's judgment as to the merit and necessity of the elimination of positions.

ARTICLE 32. DEMOTIONS

- A. Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the City Manager 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 City Manager pursuant to Article 37, Grievance Procedure.
- C. Advance written notice of demotion, together with the effective date, shall be provided the employee and the employee's department head.

ARTICLE 33. TRANSFER

- A. An employee may be transferred by the City Manager 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 the employee and the affected managers.

ARTICLE 34. PROMOTIONS

Candidates who successfully complete all components of the examination shall be placed on the appropriate employment list. Preparation and maintenance of employment lists under these Rules shall be the responsibility of the City Manager or designee.

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

ARTICLE 35. 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 a 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, Objective of Probationary Period, the City Manager or his designee 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 City Manager or his designee 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, and appointee may be rejected at any time by the City Manager or his designee 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 City service. Where rejection results in dismissal, the employee shall have the right to appeal such action in accordance with Rule 14, Appeals Procedure and shall be furnished advance notice pursuant to Rule 13.02, Notice of Disciplinary Action.

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 City Manager of his designee.

ARTICLE 36. DISCIPLINARY PROCEDURE

The City Manager or his designee 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 City Manager 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 City Manager 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 City Manager 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 Rule 14, Appeals Procedure, of the Personnel Rules & Regulations.

ARTICLE 37. GRIEVANCE PROCEDURE

A grievance is any dispute which involved the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of the Memorandum of Understanding which specifically provide that the decision of the City Manager or any City official shall be final, the interpretation or application of those provision not being subject to the grievance 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 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 City Manager or his designee within ten (10) working days from receipt of the department head's response. The City Manager, or his designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period the City Manager, 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 City Manager in Step 3 may submit the grievance to arbitration within ten (10) working days from receipt of the City Manager'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 shared by the City and the Association. 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 38. BULLETIN BOARDS

Officers shall secure permission of their superior officer before placing any material on a departmental bulletin board, and placing notices on the daily bulletin shall conform with departmental directives.

ARTICLE 39. MEALS

All Police employees shall be granted two, 20-minute breaks during their tour of duty. Police personnel shall be granted one, 45-minute meal break during a 12-hour tour of duty. Officers shall not go out of service for meals and personal breaks without available radio or telephone communications. Officers shall not leave the City of Brisbane for meals or personal breaks without the permission of a superior officer.

ARTICLE 40. 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 41. RESIDENCE REQUIREMENTS

Employees shall establish residence within fifty (50) air miles from the police department headquarters building.

ARTICLE 42. 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 City Manager or his designee 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 43. WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT

Except as specifically provided for in the 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 or 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 circumstance 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 the 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 the Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

ARTICLE 46. PAST PRACTICE

Continuance of working conditions and practices not specifically provided herein shall not be guaranteed by this Memorandum of Understanding. The City shall 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 47. USE OF CITY FACILITIES

Upon reasonable advance notice, the City Manager or his 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 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.

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 48. 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 the 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 49. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for the period of July 1, 2016 and terminating after June 30, 2019.

RATIFICATION AND EXECUTION

The City and the Association 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 Council to adopt a resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this Memorandum of Understanding 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.

BRISBANE POLICE OFFICERS
ASSOCIATION

July 7th 2016
Dated

Mario Garcia
Mario Garcia

Abraham Sevilla
Abraham Sevilla

Giovanni Perez-Recoder
Giovanni Perez-Recoder

Karina Shum
Karina Shum

CITY OF BRISBANE

Clayton Holstine
Clayton Holstine
City Manager

Stuart Schillinger
Stuart Schillinger
Deputy City Manager

Maria Saguisag-Sid
Maria Saguisag-Sid
Principal Analyst

Effective Date: 07/11/2016
3.50% Increase

CITY OF BRISBANE
Police Officers Association

Appendix A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer	Monthly	6,532.67	6,858.55	7,201.39	7,561.17	7,937.91
	Bi-weekly	3,015.08	3,165.49	3,323.72	3,489.77	3,663.65
	Hourly	35.89	37.68	39.57	41.54	43.61
Police Sergeant	Monthly	7,868.21	8,263.79	8,676.32	9,109.57	9,565.43
	Bi-weekly	3,631.48	3,814.06	4,004.46	4,204.42	4,414.81
	Hourly	43.23	45.41	47.67	50.05	52.56

Note: Hourly wages above are calculated based on 2,184 hours per year.

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer	Monthly	6,531.95	6,858.46	7,201.12	7,561.71	7,938.45
	Bi-weekly	3,014.75	3,165.44	3,323.59	3,490.02	3,663.90
	Hourly	37.68	39.57	41.54	43.63	45.80
Police Sergeant	Monthly	7,868.48	8,263.16	8,675.78	9,109.93	9,565.61
	Bi-weekly	3,631.61	3,813.77	4,004.21	4,204.58	4,414.90
	Hourly	45.40	47.67	50.05	52.56	55.19

Note: Hourly wages above are calculated based on 2,080 hours per year.