

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

JULY 1, 2022 – JUNE 30, 2026

For General Employees Association: \_\_\_\_\_

For the City: \_\_\_\_\_

**TABLE OF CONTENTS**

	Page
ARTICLE 1. PREAMBLE .....	4
ARTICLE 2. RECOGNITION .....	4
ARTICLE 3. NON-DISCRIMINATION .....	4
ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS .....	5
ARTICLE 5. CLASSIFICATIONS AND PAY RATES .....	6
ARTICLE 6. OVERTIME .....	8
ARTICLE 7. CALLBACK PAY .....	9
ARTICLE 8. STAND-BY PAY .....	9
ARTICLE 9. MEALS .....	10
ARTICLE 10. SUPERVISION OF SHERIFF'S WORK PROGRAM WORKERS .....	10
ARTICLE 11. INSURANCE.....	10
ARTICLE 12. WELLNESS BENEFIT .....	12
ARTICLE 13. PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....	12
ARTICLE 14. TUITION REIMBURSEMENT PROGRAM .....	13
ARTICLE 15. SUPPLEMENTAL STIPEND .....	13
ARTICLE 16. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION.....	13
ARTICLE 17. VACATION.....	14
ARTICLE 18. HOLIDAYS .....	15
ARTICLE 19. ATTENDANCE.....	17
ARTICLE 20. SICK LEAVE .....	18
ARTICLE 21. BEREAVEMENT LEAVE.....	20
ARTICLE 22. PERSONAL LEAVE.....	20
ARTICLE 23. MILITARY LEAVE.....	20
ARTICLE 24. JURY DUTY .....	20
ARTICLE 25. MATERNITY LEAVE.....	20
ARTICLE 26. MEDICAL LEAVE .....	21
ARTICLE 27. LONGEVITY RECOGNITION LEAVE .....	21
ARTICLE 28. MANDATORY ADMINISTRATIVE LEAVE .....	21
ARTICLE 29. OTHER LEAVES WITHOUT PAY .....	21

ARTICLE 30. LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY AND BENEFITS 22

ARTICLE 31. UNIFORM SUPPLY AND MAINTENANCE ..... 22

ARTICLE 32. LAYOFF PROCEDURE ..... 22

ARTICLE 33. DEMOTIONS ..... 22

ARTICLE 34. TRANSFER ..... 22

ARTICLE 35. PROMOTIONS..... 22

ARTICLE 36. TRAINING ..... 22

ARTICLE 37. PROBATIONARY PERIOD AND PERFORMANCE RATINGS ..... 23

ARTICLE 38. DISCIPLINARY PROCEDURE ..... 24

ARTICLE 39. GRIEVANCE PROCEDURE..... 24

ARTICLE 40. OUTSIDE EMPLOYMENT ..... 26

ARTICLE 41. USE OF CITY FACILITIES ..... 26

ARTICLE 42. PROHIBITED ACTIVITIES ..... 26

ARTICLE 43. WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT  
27

ARTICLE 44. EMERGENCY WAIVER PROVISIONS ..... 27

ARTICLE 45. SEVERABILITY PROVISION..... 27

ARTICLE 46. PAST PRACTICES ..... 27

ARTICLE 47. TERM OF THE MEMORANDUM OF UNDERSTANDING ..... 28

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

ARTICLE 1. PREAMBLE

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

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

ARTICLE 2. RECOGNITION

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

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

ARTICLE 3. NON-DISCRIMINATION

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

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

ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

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

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

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

#### B. Impact of Management Rights

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

### ARTICLE 5. CLASSIFICATIONS AND PAY RATES

#### A. Salaries

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

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

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

1. Effective the first full pay period in January 2023, a Cost of Living Adjustment increase of 3%.
2. Effective the first full pay period in January 2024, a Cost of Living Adjustment increase of 3%.
3. Effective the first full pay period in July 2024, a minimum Cost of Living Adjustment increase of 6%.
4. Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will be reduced to no lower than 4%. The measurement period will be April 2021 to April 2025. The CPI to be used is CPI-W (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-Hayward area. The base period is 1982-1984=100.

## Total Compensation Study

A total compensation survey will be completed after January 2024. The results of the survey will be used to reopen the contract for total compensation discussion. The parties will convene to review the components of said market study. The City will meet and confer with the bargaining unit regarding the results of the market study and upon the request of the group, will meet and confer regarding total compensation based on those results, including but not limited to exploration of the feasibility of a median implementation strategy. If the total compensation survey is not completed on by March 2024, this bargaining unit shall receive a 2% increase in addition to the Cost of Living increase scheduled for July 2024 of 6%.

### B. Acting Pay

Employees of this unit are eligible to be assigned to perform the duties of a higher classification. Assignment to this higher classification is at the discretion of the department head and shall be for a term of at least one week. The assignment is considered to be temporary in nature and shall not exceed one year, subject to the restrictions of Government Code section 20480. An employee assigned to perform the duties of a higher classification shall be entitled to receive 10.0% above his/her current base salary for the first thirty (30) days of such assignment and 15.0% above his/her current base salary for the duration of the assignment.

### C. Assignment Pay

1. Employees in the Association may apply for and participate in the City Manager's Assignment Program, in which appointed employees are assigned to perform various and specific work duties that are not within the scope of their regular work duties. The application process for such an assignment (referred to hereafter as an "Additional Assignment") shall be in accordance with the Personnel Rules & Regulations sections 7.01 - 7.04. The scope and length of an Additional Assignment is at the sole discretion of the City Manager. The current scope of duties of the regular position of an employee appointed to an Additional Assignment shall be adjusted to accommodate the time needed to perform the new assignment. Such adjustment shall be approved and agreed upon by the City Manager, the Department Head and the employee.
2. Prior to the employee agreeing to the assignment, an employee so assigned shall be advised of the monetary compensation from \$250 to \$750 per month and/or non-monetary compensation above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay and scope and length of the assignment will be set prior to commencement of the assignment. There shall be no reduction in the amount of additional pay during the term of this agreement. Pursuant to Government Code section 20480, such employees may serve in such an assignment for no longer than 960 hours per fiscal year.
3. Additional Assignments shall be no more than 5 - 6 hours per week on average, but in some weeks may be more and in others less. Should an assignment change in scope of duties

and/or length of time during the agreed period, the employee may negotiate new compensation terms.

4. The pay and scope of duties of an Additional Assignment shall not be incorporated in the salary or job description of the regular position of the employee appointed to the assignment, and an employee's participation in the Assignment Program shall not limit his/her future promotion eligibility. The probationary period and performance rating provisions of Article 36 of the Association MOU shall apply to Additional Assignments. Application of Article 36's probationary period and performance rating provisions to an Additional Assignment shall not affect application of those provisions to an employee's regular work assignment.
  5. Withdrawal from an Additional Assignment may be agreed upon by both the City Manager and the employee by written notification at least 2 weeks prior to the withdrawal date, provided that, if completion of a time-sensitive project to which an employee committed requires more than 2 weeks from the time of notification of withdrawal, the employee will complete the project prior to withdrawal from the Additional Assignment. Withdrawal from an Additional Assignment shall not negatively affect an employee's regular position or eligibility for other assignments or promotions.
  6. Any adjustment made to the scope of duties of the regular position of an employee appointed to an Additional Assignment shall end upon the employee's completion of or withdrawal from the Additional Assignment, so that the full scope of duties of the regular position prior to the Additional Assignment is restored.
- D. Bi-Lingual Pay – Employees in this unit are eligible to receive \$250 per month effective the first pay period in July 2023. This incentive will be paid on a bi-weekly basis. Employees are only eligible to receive Bi-Lingual pay for one language and must pass a state exam showing competency in the second language in order to be eligible.
- E. Certification Pay – Employees in this unit are eligible to receive \$250 per month for certificates obtained above what is required for the position, effective the first pay period in July 2023. This incentive will be paid on a bi-weekly basis.

#### ARTICLE 6. OVERTIME

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

- A. The pay period shall begin on Monday and end on Sunday. The work week shall be forty (40) hours within seven (7) consecutive days. The standard work week consists of eight (8) hour days five (5) days per week.
- B. An employee required to work in excess of the regularly scheduled work day or regularly scheduled work shift, or as required under the Fair Labor Standards Act (FLSA), shall be compensated for each overtime as authorized by the employee's supervisor at a rate of time and one-half times the employee's regular base rate of pay.



- C. Members of the Group who are eligible to earn overtime shall be eligible to earn Compensatory Time Off (CTO) at one and one half times the base rate in lieu of overtime; such rate shall be as provided for by the Federal Fair Labor Standards Act. Employees who work overtime while on stand-by pay will receive 1.7 hours of compensatory time for each 1 hour of overtime worked. Employees may have up to 120 hours of compensatory time on the books during a calendar year (January 1 – December 31). Any compensatory time above 70 hours will be cashed out with the first full paycheck in January. Members of the unit may accumulate no more than eighty (80) hours of CTO. An employee who has requested to use accumulated CTO is permitted to use such time within a reasonable period after making the request unless, in the opinion of the department head or designee, the request would unduly disrupt the operations of the department.
- D. Nothing herein shall preclude the employee and supervisor from adjusting the employee's work schedule to reduce or eliminate such overtime if such adjustment is with the mutual consent of the employee and supervisor.

ARTICLE 7. CALLBACK PAY

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

ARTICLE 8. STAND-BY PAY

Effective the first payroll period in January 2023, the Public Works Department crew members, except probationary employees, shall be compensated at the rate of **\$3.58** per hour for stand-by duty to respond to any unforeseen public hazards that might occur outside the employee's 40-hour work week.

The increases in the Stand-By Pay rate will mirror Cost of Living Adjustments.

1. Effective the first full pay period in January 2023, 3% increase factored at stated rate above
2. Effective the first full pay period in January 2024, 3% increase
3. Effective the first full pay period in July 2024, a minimum of 6% increase.
4. Effective the first full pay period in July 2025, a maximum of 6% increase, minimum of 4%.

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

## ARTICLE 9. MEALS

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

## ARTICLE 10. SUPERVISION OF SHERIFF'S WORK PROGRAM WORKERS

An employee assigned to supervise Sheriff's work program workers during the half hour provided as a lunch period shall be paid for the lunch period in conformance with the Fair Labor Standards Act. That is, if the employee's hours exceeded 8 in a day or 40 hours for the week, the employee shall be paid for that half hour lunch break at a rate of one-and-one-half times the employee's regular base rate of pay.

## ARTICLE 11. INSURANCE

### A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees' Medical and Hospital Care Act (PEMHCA), currently at \$149 for 2022 and \$151 for 2023. This will cease should the City no longer provide health benefits through PEMHCA in the future.

### B. Flexible Compensation Plan

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

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

1. Effective December 2022, the City's contribution toward the Flexible Compensation Plan will increase by 3% to the following amounts:  
**No Plan:** \$700.29  
**Single Party:** \$835.29 + PEMHCA  
**Two Party:** \$1831.81 + PEMHCA  
**Family:** \$2429.77 + PEMHCA

2. Effective December 2023, the City’s contribution toward the Flexible Compensation Plan will increase by 3% to the following amounts  
**No Plan:** \$721.30  
**Single Party:** \$860.35 + PEMHCA  
**Two Party:** \$1886.76 + PEMHCA  
**Family:** \$2502.66 + PEMHCA
  
3. Effective December 2024, the City’s contribution toward the Flexible Compensation Plan will increase by 3% to the following amounts:  
**No Plan:** \$742.94  
**Single Party:** \$886.16 + PEMHCA  
**Two Party:** \$1943.37 + PEMHCA  
**Family:** \$2577.74 + PEMHCA
  
4. Effective December 2025, the City’s contribution toward the Flexible Compensation Plan will increase by 3% to the following amounts:  
**No Plan:** \$765.23  
**Single Party:** \$912.74 + PEMHCA  
**Two Party:** \$2,001.67 + PEMHCA  
**Family:** \$2,655.07 + PEMHCA

The overall increase in the cafeteria plan will be no more than a cumulative 17% over the four-year period. Increases above the guaranteed rates will occur if the Kaiser rate increases above the cumulative guaranteed rate.

Calendar Year	Guaranteed Increase	Amount Available based on Cumulative Kaiser Increase above Cumulative Guaranteed Increase
2022	3%	
2023	3%	5%
2024	3%	5% unless a portion used in previous year
2025	3%	5% unless a portion used in previous year

C. Dental Benefits

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

Maximum Coverage:

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

D. Life and Long Term Disability Insurance

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

E. Vision Care Insurance

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

F. Employee Assistance Program

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

ARTICLE 12. WELLNESS BENEFIT

The City provides up to \$300 a year for an agreed upon wellness benefit.

ARTICLE 13. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

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

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

New Association employees hired on or after January 1, 2013 who are determined by CalPERS to be "new" members of CalPERS will receive the Local Miscellaneous 2% @ 62 retirement program. The employee contribution for those participating in the Local Miscellaneous 2% @ 62 plan shall pay 50% of the normal cost. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

#### ARTICLE 14. TUITION REIMBURSEMENT PROGRAM

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

#### ARTICLE 15. SUPPLEMENTAL STIPEND

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

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 16 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

#### ARTICLE 16. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

Effective February 8, 2011, for employees hired on or after July 1, 2008 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward one of the City's 457 deferred compensation plans and the above Article 14. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of up to five (5.0%) percent of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to a maximum of five percent (5.0%).

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

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

ARTICLE 17. VACATION

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

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

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

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

- F. It is the employee’s responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the department head or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in the no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one which is submitted within ten (10) days of the requested leave date(s).
- G. Where an illness or injury necessitates care and treatment by a physician during an employee’s vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriate documentation from the physician such leave will be changed to the employee’s sick leave.
- H. All employees shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation. However, no such payment shall be made for vacation leave credited in advance of being earned.
- I. Vacation Buyback Provision – Employees who have used a minimum of 60 hours during the fiscal year can sell up to 80 hours of vacation time back to the City in June of that fiscal year. This provision will terminate on June 30, 2025 unless agreed to continue by both parties prior to June 30, 2025.

ARTICLE 18. HOLIDAYS

General Employee holidays:

- A. The City shall observe the following holidays for general employees, except employees of the Public Works Department crew and Marina Department:
  - January 1 (New Year’s Day)
  - The third Monday in January (Martin Luther King, Jr. Day)
  - The third Monday in February (President’s Day)
  - March 31 (Cesar Chavez Day)
  - The last Monday in May (Memorial Day)
  - June 19 (Juneteenth)
  - July 4 (Independence Day)
  - The first Monday in September (Labor Day)
  - November 11 (Veteran’s Day)
  - Fourth Thursday in November (Thanksgiving Day)
  - Day After Thanksgiving
  - December 24 (Christmas Eve)
  - December 25 (Christmas Day)
  - December 31 (New Year’s Eve)

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

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

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

January 1 (New Year's Day)  
The third Monday in January (Martin Luther King, Jr. Day)  
The third Monday in February (President's Day)  
The last Monday in May (Memorial Day)  
July 4 (Independence Day)  
The first Monday in September (Labor Day)  
The second Monday in October (Indigenous Peoples Day)  
November 11 (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)  
Day After Thanksgiving  
December 24 (Christmas Eve)  
December 25 (Christmas Day)  
December 31 (New Year's Eve)

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

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

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

January 1  
Thanksgiving  
Four hours Christmas Eve Day  
December 25  
Four hours New Year's Eve Day



## New Year's Eve Day

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

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

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

- E. Observance of Holidays

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

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

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

## ARTICLE 19. ATTENDANCE

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

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

approval of the Personnel Officer, from requiring an earlier notification where it is warranted due to operational needs.

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

#### ARTICLE 20. SICK LEAVE

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

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

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

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

Where the absence is, or expected to be, for more than two workdays, the employee may be required to file a physician's certificate. The certificate shall state that the employee is under treatment by a physician for a condition that prevents the employee from performing the usual and customary duties of the classification, the prognosis for return to work, the

date of return to work, and any limitations that exist upon the return to work. The certificate shall be filed with the Personnel Officer. When deemed appropriate, the City Manager or designee may require verification of the employee's doctor's certificate by a physician specified by the City.

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

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

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

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

#### ARTICLE 21. BEREAVEMENT LEAVE

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

#### ARTICLE 22. PERSONAL LEAVE

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

#### ARTICLE 23. MILITARY LEAVE

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

#### ARTICLE 24. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments. In order to receive regular wages, the employee must provide the City with a copy of the summons and any documentation related to attendance.

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

#### ARTICLE 25. MATERNITY LEAVE

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

## ARTICLE 26. MEDICAL LEAVE

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

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

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

## ARTICLE 27. LONGEVITY RECOGNITION LEAVE

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

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

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

In recognition of twenty (20) consecutive years of service with the City, the City grants to such qualified employee a 3.0% (three percent) incentive effective the first full payroll period after January 1, 2023. The incentive increase shall be given to any employee who has twenty (20) years of consecutive service as of January 1, 2023.

## ARTICLE 28. MANDATORY ADMINISTRATIVE LEAVE

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

## ARTICLE 29. OTHER LEAVES WITHOUT PAY

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

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

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

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

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

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

ARTICLE 31. UNIFORM SUPPLY AND MAINTENANCE

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

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

ARTICLE 32. LAYOFF PROCEDURE

City Personnel Rules and Regulations.

ARTICLE 33. DEMOTIONS

City Personnel Rules and Regulations.

ARTICLE 34. TRANSFER

City Personnel Rules and Regulations.

ARTICLE 35. PROMOTIONS

City Rules and Regulations.

ARTICLE 36. TRAINING

The Association and City will develop a Training Committee with membership from each department, Department Heads, and the Personnel Officer. Such committee shall meet the first

quarter of each year and present a recommendation to the City Manager for annual training programs by April 1st of each year. Such training programs may include lecture course, demonstrations, field training, computer training courses, and additions to the City library or such other resources as may become available for the purpose of improving the effectiveness and broadening the knowledge and ability of City employees in the performance of their duties.

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

### ARTICLE 37. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the employee to the new position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

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

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

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

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

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

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

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

#### ARTICLE 38. DISCIPLINARY PROCEDURE

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

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

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

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

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

#### ARTICLE 39. GRIEVANCE PROCEDURE

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

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

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

- STEP 1            An employee who has a grievance shall bring it to the attention of his immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within five (5) working days of its occurrence, the grievance on such a matter shall be raised within twenty (20) working



days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

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

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

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

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

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

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

presentation, including preparation and post hearing briefs, if any. Decision of arbitrators on matters properly set before them shall be final and binding on the parties hereto.

#### ARTICLE 40. OUTSIDE EMPLOYMENT

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

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

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

#### ARTICLE 41. USE OF CITY FACILITIES

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

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

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

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

#### ARTICLE 42. PROHIBITED ACTIVITIES

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course

of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

#### ARTICLE 43. WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT

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

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

#### ARTICLE 44. EMERGENCY WAIVER PROVISIONS

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

#### ARTICLE 45. SEVERABILITY PROVISION

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

#### ARTICLE 46. PAST PRACTICES

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

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

ARTICLE 47. TERM OF THE MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall commence on July 1, 2022, and terminate after June 30, 2026.

**RATIFICATION AND EXECUTION**

The City and the General Employees 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 the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the General Employees Association acknowledge that this agreement shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

GENERAL EMPLOYEES  
ASSOCIATION

CITY OF BRISBANE

Dated \_\_\_\_\_

By \_\_\_\_\_

Clayton Holstine  
City Manager

By \_\_\_\_\_  
Greg Morris  
President

By \_\_\_\_\_  
Stuart Schillinger  
Assistant City Manager

By \_\_\_\_\_  
Dolan Shoblo  
Vice President

By \_\_\_\_\_  
Abby Partin  
Human Resources Administrator

By \_\_\_\_\_  
Jeremiah Robbins

By \_\_\_\_\_  
Randy Thomas