

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF BRISBANE
AND THE
BRISBANE FIRE MANAGEMENT

JULY 1, 2022 – JUNE 30, 2026

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MEMORANDUM OF UNDERSTANDING
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THE CITY OF BRISBANE
AND
BRISBANE FIRE MANAGEMENT

This Memorandum of Understanding is entered into between the City of Brisbane and Brisbane Fire Management, pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters set forth in this Agreement relating to the employment conditions and employer-employee relations of employees working in the classification of **Assistant Fire Marshal**.

This Memorandum of Understanding shall be presented to the City Council of the City of Brisbane as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2026.

Topics not covered by this Memorandum of Understanding are governed by the City's Personnel Rules, federal, state and local law.

Section 1. Management Rights

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 or 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, re-locations and of types operations, processes and materials to be used in carrying out an 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 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 quantity standards; and to require compliance therewith.
- 17) To maintain order and efficiency in its facilities and operations.
- 18) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- 19) To take any and all necessary action to carry out the mission of the City in emergencies.

Section 2. Wages & Other Pays

Salaries for covered employees are set in the City's Master Pay Schedule.

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

- 1) Effective the first full payroll period after January 1, 2023, a Cost of Living Adjustment increase of 3.0%.

- 2) Effective the first full payroll period after January 1, 2024, a Cost of Living Adjustment increase of 3.0%.
- 3) Effective the first full payroll period after July 1, 2024, a Cost of Living Adjustment minimum increase of 6.0%.
- 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 reduce 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.

B. Employees 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.

C. Compensation Study - The City will complete a total compensation market survey completed after January 2024 to be used for total compensation discussion. The parties will convene to review the components of said market study. The City will meet and confer with the Fire Management bargaining unit regarding the results of the market study. 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%.

D. Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month beginning July 2023. 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. Longevity Recognition Incentive –

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

In recognition of twenty (20) consecutive years of service with the City, the City grants to such a 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.

Section 3. Hours of Work & Work Schedules

A. Normal Hours of Work

Employees shall report at the beginning of their workday in appropriate uniform and in conformance with Department grooming standards, and ready to work at the location to which they were directed by the Fire Chief or designated representative. The employee's work routine and responsibilities shall be as specified and determined by the City of Brisbane Job Description for the Assistant Fire Marshal, the City Rules and Regulations and the Fire Department Standard Operating Procedures.

The City shall retain the right to change the duty 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.

For the 40-hour work week, the normal work period shall begin on Monday and end on Sunday and the hours worked will normally fall between 8:00 AM and 5:00 PM each day.

B. Rest Periods

A rest period of fifteen (15) minutes will be permitted between 0800 hours and 1200 hours and one between 1300 hours and 1700 hours during the normal day, provided that such rest periods do not interfere with the effective operations of the Fire Service. Lunch periods generally shall be between the hours of 1200 hours and 1300 hours.

Section 4. Overtime

Overtime, when authorized by an employee's supervisor, shall be paid in accordance with the Fair Labor Standards Act. Overtime, when authorized by the employee's supervisor and approved by the Chief, shall be assigned as provided for in department Standard Operating Procedure (SOP).

For employees assigned an average forty (40) hour workweek, the workday shall be eight (8) hours unless otherwise assigned by the Fire Chief.

An employee required to work in excess of the regularly scheduled workday or regularly scheduled work shift, or as required under the Fair Labor Standards Act (FLSA), shall be compensated for each overtime hour as authorized by employee's supervisor at a rate of time-and-one-half (1-1/2) of the employee's regular base rate of pay.

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

time worked. This overtime will include travel time to/from the employee's home or location of response, whichever is closer. When the call back is mandatory, the employee shall be compensated for a minimum of two (2) hours at the time-and-one-half rate of pay.

B. Compensatory Time

Employees who are eligible to earn overtime shall be eligible to earn compensatory time off (comp time) at one-and-one-half times the straight time rate. No one may accumulate more than one hundred and twenty (120) hours of comp time. Any employee who accumulates over one hundred and twenty (120) hours of comp time will be automatically reduced and paid-off down to sixty (60) hours. An employee who has requested to use accumulated compensatory time is permitted to use such time within a reasonable period after making the request unless, in the opinion of the Fire Chief, the request would unduly disrupt the operations of the department.

C. Court Time

Any employee required to report to court while not on duty for purposes related to his/her Fire Department duties shall receive a minimum of three (3) hours for such court appearances at the time-and-one-half (1-1/2) rate of pay.

An employee subpoenaed to appear in court in a matter that is unrelated to his/her official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation, compensatory time off or personal leave as approved by the department head may be used for this purpose.

D. Standby Program

- 1) Standby coverage and therefore Standby duty is an essential function of the Assistant Fire Marshal classification and a condition of employment.
- 2) When the Assistant Fire Marshal is called to work, he/she will receive a minimum of two hours overtime compensation. Once the Assistant Fire Marshal is called and receiving overtime compensation, he/she will not be eligible for standby pay during the period while receiving overtime compensation.

Section 5. Health & Welfare Benefits

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). This will cease should the City no longer provide health benefits through PEMHCA in the future.

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B. Flexible Compensation Plan

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

The City's contribution to the Flexible Compensation Plan (cafeteria plan) 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 \$1,00 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 the current level of 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 Association of Professional Firefighters. 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 vision care insurance. The City shall contribute one hundred percent (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 to provide an employee assistance program.

G. Wellness Benefit

The City shall provide up to \$300 per fiscal year per employee for a wellness benefit.

Section 6. Supplemental Stipend

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible

for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Section 7 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

Section 7. Deferred Compensation – Employer Contribution

- A. Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan voluntarily without forfeiting any rights to the retiree medical supplemental stipend.
- 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 defined contribution benefit plan and the Supplemental Stipend will not apply. In the event the employee makes a contribution of up to five percent (5.0%) or more of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to five percent (5.0%).
- 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 Defined Contribution Plan and the supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the Defined Contribution Plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) annually. This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

Section 8. Public Employees' Retirement System

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

Employees hired by the City on or after January 1, 2013 who are determined by CalPERS to be "classic" or "legacy" members of CalPERS will receive the Local Safety 3%@ 55 retirement plan. The employee contribution for participating in the Local Safety 3%@ 55 retirement plan will be 9.0%.

Employees hired on or after January 1, 2013 who are determined by CalPERS to be "new" members of CalPERS, the City shall provide the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost. 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.

Section 9. Tuition Reimbursement

The City shall reimburse all represented employees for tuition costs for job related courses. Tuition reimbursement shall be limited to the amount which the California State University system charges under its fee schedule for registration fees, tuition and course material. An employee shall be eligible to receive reimbursement provided the course(s) of instruction meets the following:

- 1) Requires attendance at an accredited community college or university, or
- 2) Is given by an accredited institution as part of a curriculum leading to a degree related to the fire service, or
- 3) Meets the criteria for professional development as defined in the Fire Department Career Development Guide to include workshops and seminars, and
- 4) Is successfully completed with a grade of "C" or better or a passing grade of "Credit" (CR) in a pass/fail course, and
- 5) Is approved by the Fire Chief or his/her designee prior to attending the course.

The procedure for course approval and reimbursement shall be governed by department Standard Operating Procedure (SOP) and the Fire Department Career Development Guide.

Section 10. Holidays

- A. Employees assigned to duties that are scheduled during the holidays shall receive compensation in lieu of holiday observance in the amount of six percent (6%).

Employees assigned to observe the holidays shall receive paid holiday time for all City holidays:

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 – 8 hours)
 December 25 (Christmas Day)
 December 31 (New Year's Eve – 8 hours)

B. Holiday Compensation for Employees on Industrial Injury or Illness Leave:

An employee who is receiving compensation pursuant to the provisions of the state of California Labor Code Section 4850 shall receive the same holiday compensation as the employee would receive were the employee working his or her normal hours of on-duty shift time.

Section 11. Vacation

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

40 Hour Work Week

Years of Continuous Service	Annual Accrual Amount	Maximum Accruals
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours
After 15 years	176 hours	352 hours

Vacation credits shall be accrued pro rata on each pay period. Employees will be eligible to take vacation after six (6) months service with the City.

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.

Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferrals approved by the Appointing Authority shall be provided to Human Resources in such form as specified.

It is the employee's responsibility to keep track of his/her accrual hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the

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Chief, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave may result in the loss 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 sixty (60) days of the requested leave date(s).

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. For shift personnel vacation may be taken in twelve (12) hour increments or for lesser periods as approved by the Fire Chief.

Where an illness or injury necessitates hospitalization of an employee during his vacation leave, the days of hospitalization shall not be charged against the employee's vacation accrual. Upon presentation of appropriate documentation such leave will be charged to the employee's sick leave.

Employees who leave the City service during their first six (6) 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.

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.

Section 12. Sick Leave

- A. Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but shall be allowed only in case of actual sickness, injury, disability or medical condition that prevents the employee from performing the usual and customary duties of the classification.
- B. An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or illness that is not industrially caused may be eligible for sick leave without loss of salary or benefits within the limits set forth below. An employee who is granted sick leave is expected to take the appropriate recuperative steps and/or to follow physician recommended recuperative steps to assure a timely return to work.
- C. Each employee on a forty (40) hour workweek will accrue eight (8) hours of sick leave per month of employment for purposes of sick leave usage. Sick leave hours earned may be accumulated without limit. Sick leave used shall be on the basis of one (1) hour for each hour used.

- D. 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.
- E. 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.
- F. The sick leave reporting procedure shall be governed by the department Standard Operating Procedure (SOP).
- G. Verification of Injury or Illness:
- 1) Usual verification - An employee requesting paid sick leave shall provide reasonable verification of the illness or injury by completing a sick leave form explaining the reason for the employee's absence.
 - 2) Doctor's Verification - The Chief or his/her designee may require a verification prepared and signed by a medical doctor, which describes the nature and extent of the illness or injury and which confirms that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification may be required when an employee is absent due to illness or injury for a period of three (3) consecutive shifts.
 - 3) A Doctor's verification may be required for a one (1) day absence if it is due to an injury or suspected injury of the nature that may interfere with the physical duties of a firefighter.
- H. Industrial Injury or Illness

An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as a result of an injury or illness which has been determined by a City physician to be industrially caused shall be granted Workers' Compensation Leave without loss of salary or benefits.

Administration of Leave: The requirements and the amount of Workers' Compensation Leave to be granted to an employee shall be as prescribed in Section 4850 and related sections of the Labor Code as those sections are constituted at the time interpretation of said sections are necessary.

Section 13. Bereavement Leave

An employee may be granted leave of absence without loss of salary or benefits upon the death or the funeral of any of the following persons: spouse, domestic partner, child, father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, grandchildren, mother-in-law, and father-in-law. In addition, the City Manager or designee may grant leave to an employee upon the death or the funeral of some other person if, in the opinion of the City Manager or designee, such leave is warranted under City Personnel Rules and Regulations. Employees may be granted up to a maximum of forty (40) hours per occurrence for the death or funeral of a family member. The City Manager or designee may approve extensions to such leaves due to unusual circumstances.

Section 14. Uniforms

Each employee shall be eligible for payment by the City to a vendor approved by the City, or reimbursement for the purchase price of approved uniform items up to a total of Eight Hundred Dollars (\$800.00) per fiscal year. New employees shall receive \$1,250 in their first month of employment.

The City will make payment or reimburse an employee for such purchase price upon presentation by the employee of a proper claim, itemized receipt, and upon verification by the employee's immediate supervisor that the employee has received the items. The City will provide unlimited cleaning, and alterations for issued uniforms.

Section 15. Attendance

Personnel shall devote their entire time and attention to the service of the Department and be ready to respond to all emergencies and requests for service. The normal and/or assigned work location shall be determined by the Fire Chief or his/her designee. However, personnel may and will be required to work in many locations dictated by the needs of the service.

No employee shall leave the normal and/or assigned work location without specific permission, approval or assignment of his/her superior officer.

No employee may leave the City of Brisbane without the specific permission of the Fire Chief or his/her designee, except as provided for in the Mutual and Automatic Aid Agreements with the City of Brisbane.

Employee attendance and conduct shall also be governed by the department Standard Operating Procedure (SOP).

Section 16. 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. The Fire Chief or his/her designee may grant such leaves not

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to exceed five (5) 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 appointing authority or the department head, as appropriate.

On expiration of the approved leave, the employee shall be reinstated to his/her former position or to a comparable one if the former position was 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.

Please see the City's Personnel Rules for guidance on additional leaves.

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 thirty (30) days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

Section 17. 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.

Section 18. Grievance Procedure

- A. Definition of a Grievance: A grievance is defined as any dispute that involves the interpretation, application or alleged violation 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.
- B. Should any dispute concerning an agreement, rule, or action arise which prescribes a separate appeal procedure, that dispute shall be excluded from this procedure.

Step I - An employee who has a grievance shall bring it to the attention of his/her department head within five (5) working days of the occurrence of the act that 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 department 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.

- a. The name of the grievant.
- b. The grievant's department and specific work site.
- c. The name of the grievant's immediate supervisor.
- d. A statement of the nature of the grievance including date and place of occurrence.
- e. The specific provision, policy or procedure alleged to have been violated.
- f. The remedy sought by the grievant.
- g. The name of the individual or organization, if any, designated by the grievant to represent him/her 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 - If the employee is dissatisfied with the decision of the department head in Step 2, he/she may submit the grievance to the appointing authority within ten (10) working days from receipt of the department heads response. The appointing authority, or his/her designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period, the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

Step 3 - For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and or 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.

- C. The City and the Association shall meet promptly to select a mutually acceptable arbitrator. The City and the Association shall share the fees and expenses of the arbitrator and a court reporter equally. Each party, however, shall bear the cost of its own presentation, including preparation, and post hearing briefs, if any.
- D. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto.

Pay Claims: All complaints involving or concerning payment of compensation shall be filed in writing and no adjustments shall be retroactive for more than sixty (60) days from the date of filing.

Section 19. Prohibited Activities

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-in, 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 up to and including discharge.

Section 20. Seniority

The initial appointment of the employee to a classification in the Classified Service shall be the employee's seniority with the City. This employment anniversary date shall remain unchanged and shall be controlling for the purpose of establishing total time in the Classified Service. Any leave of absence taken will be governed by the City Personnel Rules & Regulations, Section 17.13 when determining total years of service credit.

The date of appointment to the classification within a City department shall be used to determine the employee's seniority within that department for the purpose of determining eligibility for such service related benefits, such as vacation leave. If the appointment to the classification in the City department is not voluntary on the part of the employee, then the employee's City seniority date shall be used to determine the employee's seniority within the department.

Section 21. Emergency Management Authority

Nothing contained in this Memorandum of Understanding shall limit the authority of the Fire Chief and the City to make necessary changes during emergencies. The Department Head and/or the City shall notify the Association of such changes as soon as possible. Emergency assignments of personnel shall not extend beyond the period of the emergency. An emergency is defined as an unforeseen circumstance requiring immediate implementation of the change.

Section 22. Severability of Provisions

Should any Section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such Section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this memorandum of Understanding. Upon such invalidation the parties agree immediately to meet and confer on substitute provisions for such parts or provisions rendered or declared illegal.

Section 23. Past Practices and Existing Memoranda of Understanding

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

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that

upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

Section 24. 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.

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RATIFICATION AND EXECUTION

The City and the Brisbane Fire Management Group have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge the Council to adopt a resolution which will provide for the changes contained in said joint recommendation. The City and the Brisbane Fire Management Group acknowledge that this agreement shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.


BRISBANE FIRE MANAGEMENT GROUP

Dated 12.5.22

By 
Craig Wittner

CITY OF BRISBANE

By 
Clayton Holstine
City Manager

By 
Stuart Schillinger
Assistant City Manager

By 
Abby Partin
Human Resources Administrator

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