



## CITY COUNCIL AGENDA REPORT

**Meeting Date:** December 15, 2022

**From:** Abby Partin, Human Resources Administrator

**Subject:** Resolutions approving the Memoranda of Understanding between the City and the following groups: Mid-management/Professional and the Brisbane Police Officers Association, each for the term of July 1, 2022 to June 30, 2026

### **Community Goal/Result**

Fiscally Prudent

### **Purpose**

To ensure the community continues to receive excellent service by retaining and attracting exceptional employees in a financially prudent manner.

### **Recommendation**

Adopt Resolutions approving the Memoranda of Understanding between the City and the following groups: Mid-management/Professional and the Brisbane Police Officers Association, each for the term of July 1, 2022 to June 30, 2026

### **Background**

The current Memoranda of Understanding (MOU) with the aforementioned bargaining groups expired on June 30, 2022. The labor relations team and bargaining groups' representatives have met and conferred on terms and conditions over the past months and presented tentative agreements to the City Council.

### **Discussion**

Discussion with all the bargaining groups have resulted in the Memoranda that would have the following:

#### **For all bargaining group employees:**

**Salary** - 3% increase first full pay period in January 2023, 3% increase first full pay period January 2024, 6% increase first full pay period July 2024 but could be higher depending on the outcome of the salary survey, and maximum of 6% increase with a floor of 4% increase first full pay period in July 2025 based on the cumulative percentage change in the Consumers Price Index between April 2021 and April 2025, i.e., if the percentage change is 18% or more, then the increase will be 6%; if the percentage change is less than 18%, then the increase will be 4%. 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 Survey** – A total compensation survey, using cities to be mutually agreed upon by the City and the bargaining groups, will be completed after January 2024 to be used to reopen the MOUs concerning compensation for the July 1, 2024 to June 30, 2025 period.

**Recession Clause** – Retain the existing provision in the preamble of the MOUs to allow the City to reopen MOUs, if necessary due to a recession.

**Longevity Incentive** - Add to the current longevity sections a 3% incentive for employees who have reached 20 continuous years of service as of and after January 2023.

In addition to the longevity incentive above, POA employees will receive an additional 1% incentive pay added for employees have reached 10 continuous years of service as of and after January 2023 and 1% incentive pay added for employees have reached 15 continuous years of service as of and after January 2023.

**Health Insurance** – 3% increase in Cafeteria Plan in January 2023, 3% increase in Cafeteria Plan in January 2024, 3% increase in Cafeteria Plan in January 2025, 3% increase in Cafeteria Plan in January 2026. 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, however, if the Kaiser rate increases above the cumulative guaranteed rate.

**Bi-Lingual Pay** – Starting the first full pay period in July 2023, \$200 per month for members of Mid-Management/Professional Group; and \$100 per month for members of the Brisbane Police Officers Association.

To be eligible for bi-lingual pay, employees must pass a state exam showing competency in the second language. Employees are only eligible to receive bi-lingual pay for one language.

**Holidays** – The City’s holiday schedule will be New Year’s Day, Martin Luther King Day, President’s Day, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day’s, Thanksgiving Day, Day after Thanksgiving, Day prior to Christmas, Christmas Day, Day prior to New Year’s Day, plus two floating holidays.

POA employees who are assigned shift work and must work the holidays will continue to receive holiday pay in lieu of holidays. (Holiday pay is 6%.)

**Deferred Compensation-** Employees will receive an increased City match from 2.5% of salary to 5% of salary.

**Vacation Buyback** – The City will buyback a certain number of unused vacation leave hours. Mid-management/Professional employees who have used a minimum of 60 hours during the fiscal year may “sell” up to 80 hours of vacation leave; and members of the POA who are within 15 hours of the maximum allowed vacation hours in their vacation leave bank may sell up to 84 hours of vacation leave by the end of the fiscal year. This provision will end on June 30, 2025, unless prior to June 30, 2025 the City and the bargaining groups agree otherwise.

**State Disability Insurance** – The City will work with members of the Mid-management/Professional Employees group to participate in the State provided SDI program at no cost to the City.

**POA Special Assignment Pays:**

Field Training Officer - Officers assigned as Field Training Officers shall receive a premium of 5% of base salary per shift when assigned a trainee starting the first full pay period of January 2023.

Motor Officer Assignment Pay - Officers assigned as a Motor Officer shall receive an additional 5% of base salary starting the first full pay period of January 2023

Night Shift Differential – For Officers who are assigned to the night shift (1900 to 0700) during the annual shift sign-up will receive an additional 5% starting in the first full pay period in January of 2023. The 5% will apply only to hours work during the night shift. If an employee is assigned to cover a night shift due to an injury or illness of another employee, the covering employee shall receive the night shift differential unless the shift qualifies for overtime pay, in which case the employee will receive the overtime pay, not the night shift differential pay.

School Resource Officer - Officers assigned as a School Resource Officer shall receive the same benefits as officers assigned to detective duties.

SWAT Assignment Pay - Officers assigned to SWAT shall receive an addition 2% of base salary starting the first full pay period of January 2023.

**Release time for POA Board Members** – POA Board Members will receive up to five days (12 hours) of release time per year, to attend association meetings and other association business matters.

**POA Past Practice Section**– Remove the sentence “The City shall be relieved of its obligation to meet and confer with the Association regarding changes in working conditions and practices where otherwise required by law.”

**Residency Requirement** – Remove from POA MOU.

**Fiscal Impact**

The costs are included in the adopted budget for FY 2022-23 and will need to be incorporated in ensuing budgets.

## Measure of Success

Approve the Memoranda of Understanding with the bargaining groups which protect the City's long-term interests.

## Attachments

1. Resolutions approving the MOUs with the bargaining groups.
2. Memoranda of Understanding



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Abby Partin, HR Administrator

*Clayton L. Holstine*  
Clay Holstine, City Manager

**RESOLUTION NO 2022-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE  
MID- MANAGEMENT/PROFESSIONAL GROUP**

**WHEREAS**, the City of Brisbane and the Mid-management/Professional Group, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the Mid-management/Professional Group have reached an agreement regarding wages, hours and working conditions.

**NOW, THEREFORE**, the City Council of the City of Brisbane resolves as follows:

The Memorandum of Understanding between the City of Brisbane and the Mid-management/Professional Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

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Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a regular meeting of the Brisbane City Council on December 15, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Ingrid Padilla, City Clerk

**AGREEMENT BETWEEN THE  
CITY OF BRISBANE AND THE  
MID-MANAGEMENT/PROFESSIONAL  
EMPLOYEES GROUP**

**JULY 1, 2022 – JUNE 30, 2026**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BRISBANE AND  
THE MID-MANAGEMENT/PROFESSIONAL  
EMPLOYEES GROUP**

**ARTICLE 1. PREAMBLE**

Pursuant to Government Code 3500, as amended, et seq., this Agreement has been entered into by the City of Brisbane and the Mid-Management/Professional Employees Group. The purpose of this Agreement is the promotion of harmonious relations, peaceful resolution of differences, and the establishment of rates of compensation, hours of work, and other matters relating to employment conditions to be observed by the parties.

The terms of the memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research 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 Mid-Management/Professional Employees Group as the sole and exclusive representative for the bargaining unit consisting of the following classifications:

- |   |  |
|---|--|
| Associate Civil Engineer                          | Public Works Superintendent  |
| Communications Manager                            | Public Works Supervisor  |
| Deputy Director of Public Works                   | Public Works Team Leader   |
| Deputy Finance Director                           | Recreation Manager   |
| Geographic Information Systems Manager            | Recreation Supervisor  |
| Financial Services Manager                        | Regional Compliance Program Manager<br>(Maintenance Program Manager) |
| Harbormaster                                      | Senior Civil Engineer  |
| Information Technology & Systems<br>Administrator | Senior Management Analyst  |
| Principal Planner                                 | Senior Planner   |
| Program Manager (SMCWPPP)                         | Sustainability Manager   |

**ARTICLE 3. NON-DISCRIMINATION**

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

For Mid-Mgmt/Professionals Group:  <sup>DS</sup> 1

For the City: 



B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

C. Whenever a gender pronoun is used in the Agreement, 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 expressed abridged by specific provision of this Agreement or by law to manage the City, as such rights existed prior to the execution of this Agreement. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:

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

For Mid-Mgmt/Professionals Group: JF  2

For the City: 

- 18) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement;
- 19) To take any and all necessary action to carry out the mission of the City in emergencies.

**B. Impact of Management Rights**

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

**ARTICLE 5. CLASSIFICATIONS AND PAY PLANS**

**A. Salaries**

Wages for covered employees are set forth in the agreed-upon schedule, 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 1% for each percent reduction in inflation, 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.

**B. Additional Compensation**

- 1. Administrative Leave – On or about the second pay period of August each year, the department head, with approval from the City Manager may grant up to 10 days Administrative Leave annually to Mid-Management/Professional Employees in recognition of solid and consistent performance and significant contribution of time and effort over the past year. The employee can elect to receive such time in the form of pay in lieu of leave time. Such election shall be

For Mid-Mgmt/Professionals Group: JF  <sup>DS</sup> 3

For the City: 

made before December 31 of the year prior to when the leave is granted. When the employee elects to receive this leave in the form of time off, said leave shall be taken within one year from the date it is granted, and may not be carried over beyond that point. For employees who are hired after the second pay period of August and do not serve a full year in their management position before the second pay period of the following August, their Administrative Leave Incentive leave shall be prorated.

2. **Acting Pay** - Employees of this unit are eligible to be assigned to perform the duties of a higher classification. Assignment to this higher classification is at the discretion of the department head and shall be for a term of at least one-week. The assignment is considered to be temporary in nature and in no event shall exceed 180 days, 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.
3. **Assignment Pay Program**
  - a) Employees in the Mid-Management/Professional Employees Group bargaining unit 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.
  - b) 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.
  - c) 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.
  - d) 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 27 of the Mid-Management/Professional Employees Group MOU shall apply to Additional Assignments. Application of Article 27'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.
  - e) 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,

For Mid-Mgmt/Professionals Group:  4

For the City: 

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.

f) 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.

4 Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month beginning 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

C. 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%.

ARTICLE 6. TUITION REIMBURSEMENT

An employee who takes a job-related course at an accredited institution shall be eligible for reimbursement for the cost of registration fees, tuition, and course materials upon completion of the course. The employee shall achieve a grade of "C" or better, or "Pass" if the course was a pass/fail course. All courses shall be pre-approved by the department head.

If the course(s) being taken is part of a planned college degree program at a properly accredited institution of learning, the tuition reimbursement provided shall be limited to the amount which the California State University system charges under its fee schedule for registration fees, tuition, and course materials. Partial assistance will be considered for accelerated and other special programs on a case-by-case basis. The employee shall achieve a grade of "C" or better, or "Pass" if the course(s) was a pass/fail course. All courses shall be pre-approved by the department head.

Employees receiving reimbursement as a part of a planned degree program shall be required to complete a service obligation with the City of Brisbane after completion of the program as follows:

- 1. One (1) year service after the end of the last semester for part-time students (six or less units per semester or eight or less quarter units per quarter).

For Mid-Mgmt/Professionals Group:

JF [Signature] 5

For the City:

[Signature]

2. Two (2) years of service after the end of the last semester for full-time students (over six units per semester or over eight quarter units per quarter).
3. The employee agrees to reimburse the City of Brisbane if he/she fails to obtain pre-approval from the department head, he/she does not meet the grade requirements, or he/she does not fulfill the service requirement.

**ARTICLE 7. PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Employees hired by the City and who have entered CalPERS membership 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 bargaining unit 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%.

For new bargaining unit 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 8. OVERTIME**

As defined by the Fair Labor Standards Act, employees of this unit are considered exempt and as such are exempted from the Act's overtime requirements.


**ARTICLE 9. INSURANCE**

The City shall provide insurance benefits as agreed upon below. If the City desires to change insurance providers during the term of this agreement, the City and Mid-Management/Professionals Employee Group will negotiate the results of the change with the understanding that a similar benefit will be provided through the length of the agreement term.

**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.

For Mid-Mgmt/Professionals Group:   6

For the City: 

**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.

For Mid-Mgmt/Professionals Group:

JF  7

For the City:



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 resolution its existing life and long-term disability insurance plans.

### E. Vision Care Insurance

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

### F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its occupational health services in order to provide an Employee Assistance Program.

## ARTICLE 10. 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 Supplemental rate as designated by CALPERS 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. This is a non-vested benefit. 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.

For Mid-Mgmt/Professionals Group:

JF  8

For the City:



- 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 11 below.

**ARTICLE 11. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION**

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 10. 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 dollar (\$1.00) 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 dollar (\$1.00) 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%) 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. Total contribution to 457 deferred compensation plans will be limited to annual maximum contributions dictated by IRS code.

**ARTICLE 12. VACATION**

- 1) 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

- 2) 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.
- 3) Subject to approval by the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than one-day increments shall be discouraged.

For Mid-Mgmt/Professionals Group: JF [DS] [Signature] 9

For the City: [Signature]



- 4) Based on the operational need or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.
- 5) 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.
- 6) It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the department head or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one that is submitted at least ten (10) days prior to the requested leave date(s).
- 7) Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriated documentation from the physician such leave will be changed to the employee's sick leave.
- 8) 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 13. HOLIDAYS

A. The City shall observe the following 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)
- December 25 (Christmas Day)
- December 31 (New Year's Eve)

For Mid-Mgmt/Professionals Group:  10

For the City: 

**B. Floating Holidays**

Employees will receive 16 hours of floating holiday for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

**C. Floating Holiday for Marina Employees**

The City shall observe the following holidays for employees who are assigned to the Marina Department as follows:

- January 1
- Thanksgiving
- December 24
- December 25
- December 31

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 up to 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. 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.

The City shall observe the following holidays for the classification of Recreation Supervisor:

For any holiday which 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 other City employees. The total number of holiday hours remains unchanged.

For Mid-Mgmt/Professionals Group: JF [Signature] 11

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E. Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. During the remainder of the 12-month probationary period, probationary employees are eligible for paid holiday time (floating holidays) on a pro rata basis on the number of month remaining in the 12-month probationary period.

ARTICLE 14. SICK LEAVE

Employees covered by the agreement shall be provided paid sick leave as set forth below. These benefits shall not be considered as a right which, an employee may use as his discretion, but shall be allowed only where justified by necessity and actual personal sickness or disability.

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

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Sick leave credits earned may be accumulated without limit. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- 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. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or is expected to be, for more than two work days, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of absence. At its discretion, the City may establish other methods of verification as it deems appropriate. These means shall require the prior approval of the appointing authority and may include, but not be limited to, home visitation and examination by a physician selected by the City.

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

For Mid-Mgmt/Professionals Group: JF  12

For the City: 

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits shall be applied to make up the difference between State benefits and full, base salary. However, sick leave shall not be paid for any absence of a law enforcement employee resulting from illness or injury arising out of the course of employment by the City.
- 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 an injury or illness arising from outside employment.

**ARTICLE 15. BEREAVEMENT LEAVE**

Up to five working days per occurrence may be granted by the department head to employees where there has been a death in the employee's immediate family. "Immediate family" shall be defined as the employee's spouse, domestic partner, children, parents, brothers, sisters, grandparents, grandchildren, and in-laws. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above. Extensions to such leaves due to unusual circumstances may be approved by the City Manager or designee.


**ARTICLE 16. PERSONAL LEAVE**

Employees may use up to one (1) day per year of sick leave for the purpose of conducting personal business which cannot be accommodated on the employee's own time. Use of this leave must be approved in advance by the department head and shall be deducted from the employee's sick leave balance.

**ARTICLE 17. MILITARY LEAVE**

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the 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.

For Mid-Mgmt/Professionals Group:

JF 

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For the City:



ARTICLE 18. 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 shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation or administrative time off may be used for this purpose.

ARTICLE 19. MATERNITY LEAVE

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

ARTICLE 20. 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/her work. Before an employee is placed on such leave status, the employee shall be permitted to utilize all accrued sick leave and vacation credits.

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

ARTICLE 21. 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 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 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.

For Mid-Mgmt/Professionals Group:  14

For the City: 

ARTICLE 22. OTHER LEAVES WITHOUT PAY

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

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

On expiration of the approved leave, the employee shall be reinstated to his former position or to a comparable one if the former position is abolished during the period of leave and the employee otherwise would not have been laid off. Based upon unforeseeable changes in operating requirements, the appointing authority may recall the employee from leave prior to its expiration. Failure on the part of an employee to return to work on the date originally scheduled or subsequently modified shall be considered as a resignation.

ARTICLE 23. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

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

ARTICLE 24. WELLNESS BENEFIT

The City provides up to \$300 per fiscal year for a wellness benefit.

ARTICLE 25. LAYOFF PROCEDURE

City Personnel Rules and Regulations.

ARTICLE 26. DEMOTION

A. Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the appointing authority may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under these circumstances, the employee's new rate of pay shall be that step on the new salary range which most closely corresponds to the employee's former salary step.

B. Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the appointing authority pursuant to Rule 15 of the City Rules and Regulations.

C. Advance written notice of demotion, together with the effective date, shall be provided to the employee and the employee's department head.

For Mid-Mgmt/Professionals Group:

JF  15

For the City:



ARTICLE 27. TRANSFER

- A. An employee may be transferred by the appointing authority from one position to another position in the same classification or in a comparable classification carrying the same maximum salary rate and which the employee is qualified to perform. Where a transfer would involve two (2) departments or two (2) divisions of the same department, the transfer shall be subject to the approval of both managers unless it is being made for the purpose of economy or efficiency.
- B. Advance written notice of this action, together with its effective date, shall be provided to the employee and the affected managers.

ARTICLE 28. PROMOTIONS

Candidates who successfully complete all components of the examination shall be placed on the appropriate employment list. Preparation and maintenance of employment lists is the responsibility of the Personnel Officer.

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

ARTICLE 29. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

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

All original appointees shall serve a probationary period of twelve (12) months. Promotional appointees shall serve a probationary period of not less than six (6) 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 objective of Rule 11.10 in the City Rules and Regulations, the appointing authority may extend the period of probation beyond the limits contained in the preceding paragraph. This extension may not exceed the aggregate amount of lost time which caused the extension. The probationer shall be so advised prior to the effective date of the extension.

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

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

For Mid-Mgmt/Professionals Group: JF  16

For the City: 

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

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

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

ARTICLE 30. MANDATORY ADMINISTRATIVE LEAVE

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

ARTICLE 31. DISCIPLINARY PROCEDURE

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

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

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

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

Employees shall have the right to appeal disciplinary actions pursuant to the applicable provisions of Article 32 set forth below (see Step 4).

For Mid-Mgmt/Professionals Group: JE  17

For the City: 



ARTICLE 32. GRIEVANCE PROCEDURE

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

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

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

STEP 1 A mid-management or confidential employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

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

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

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

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

For Mid-Mgmt/Professionals Group: JF  18

For the City: 

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 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, gross negligence or moral turpitude. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.

Decision of arbitrators on matters properly set before them shall be final and binding on the parties hereto.

ARTICLE 33. OUTSIDE EMPLOYMENT

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

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

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

ARTICLE 34. USE OF CITY FACILITIES

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

Exceptions to the aforementioned on-duty policy may be granted by the City Manager or designee where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meeting shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

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

Upon request, the City Manager or designee shall also provide a reasonable amount of space at appropriate City facilities for posting of material by recognized employee organizations. This material shall be subject to review by the City Manager or designee prior to posting. Space allotted for this

For Mid-Mgmt/Professionals Group: JF [DS] 19

For the City: [Signature]

purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

ARTICLE 35. PROHIBITED ACTIVITIES

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of this agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. (Any employee who violates any portion of this section is subject to disciplinary action.)

ARTICLE 36. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

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

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

ARTICLE 37. EMERGENCY WAIVER PROVISIONS

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

ARTICLE 38. SEVERABILITY PROVISION

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

ARTICLE 39. PAST PRACTICE

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

For Mid-Mgmt/Professionals Group:  20

For the City: 

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

It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

ARTICLE 40. TERM OF THE MEMORANDUM OF UNDERSTANDING

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

For Mid-Mgmt/Professionals Group: JF  21

For the City: 

**RATIFICATION AND EXECUTION**


The City and the Mid-Management/Professional Employees 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 Mid-Management/Professional Employees 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.

**MID-MANAGEMENT/PROFESSIONAL EMPLOYEES GROUP**

**CITY OF BRISBANE**

Dated 12/12/2022

By   
Clayton Holstine  
City Manager

DocuSigned by:  
By   
Adrienne Thornton

By   
Stuart Schillinger  
Assistant City Manager

By   
Jerry Flanagan

By   
Abby Partin  
Human Resources Administrator

For Mid-Mgmt/Professionals Group:  2

For the City: 

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Exhibit A

Mid-Management/Professional

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Associate Civil Engineer	Monthly	9,354.78	9,820.67	10,311.93	10,828.57	11,370.57
	Bi-weekly	4,317.59	4,532.62	4,759.35	4,997.80	5,247.96
	Hourly	53.97	56.66	59.49	62.47	65.60
C/CAG Stormwater Program Director	Monthly	12,357.46	12,975.63	13,624.70	14,306.61	15,021.36
	Bi-weekly	5,703.44	5,988.75	6,288.32	6,603.05	6,932.94
	Hourly	71.29	74.86	78.60	82.54	86.66
Communications Manager	Monthly	9,131.05	9,610.79	10,115.89	10,648.67	11,209.12
	Bi-weekly	4,214.33	4,435.75	4,668.87	4,914.77	5,173.44
	Hourly	52.68	55.45	58.36	61.43	64.67
Deputy Director of Public Works	Monthly	13,806.14	14,495.75	15,222.27	15,983.38	16,781.40
	Bi-weekly	6,372.06	6,690.35	7,025.66	7,376.94	7,745.26
	Hourly	79.65	83.63	87.82	92.21	96.82
Deputy Finance Director	Monthly	12,357.46	12,975.63	13,624.70	14,306.61	15,021.36
	Bi-weekly	5,703.44	5,988.75	6,288.32	6,603.05	6,932.94
	Hourly	71.29	74.86	78.60	82.54	86.66
Financial Services Manager	Monthly	10,674.04	11,206.82	11,767.27	12,357.71	12,975.83
	Bi-weekly	4,926.48	5,172.38	5,431.05	5,703.56	5,988.84
	Hourly	61.58	64.65	67.89	71.29	74.86
Geographic Information Systems Manager	Monthly	9,131.05	9,610.79	10,115.89	10,648.67	11,209.12
	Bi-weekly	4,214.33	4,435.75	4,668.87	4,914.77	5,173.44
	Hourly	52.68	55.45	58.36	61.43	64.67
Harbormaster	Monthly	8,607.50	9,036.49	9,488.55	9,963.67	10,461.85
	Bi-weekly	3,972.69	4,170.69	4,379.33	4,598.61	4,828.55
	Hourly	49.66	52.13	54.74	57.48	60.36
Information Technology & Systems Administrator	Monthly	9,410.13	9,880.64	10,374.21	10,893.15	11,439.76
	Bi-weekly	4,343.14	4,560.29	4,788.09	5,027.61	5,279.89
	Hourly	54.29	57.00	59.85	62.85	66.00
Principal Planner	Monthly	11,631.20	12,212.41	12,823.61	13,464.79	14,138.26
	Bi-weekly	5,368.24	5,636.50	5,918.59	6,214.52	6,525.35
	Hourly	67.10	70.46	73.98	77.68	81.57
Program Manager - San Mateo Countywide Water Pollution Prevention Program	Monthly	11,504.34	12,080.94	12,685.22	13,319.48	13,986.03
	Bi-weekly	5,309.70	5,575.82	5,854.72	6,147.45	6,455.09
	Hourly	66.37	69.70	73.18	76.84	80.69

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Exhibit A

Mid-Management/Professional

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Public Works Superintendent	Monthly	11,448.99	12,020.98	12,622.95	13,254.90	13,916.84
	Bi-Weekly	5,284.15	5,548.14	5,825.98	6,117.65	6,423.16
	Hourly	66.05	69.35	72.82	76.47	80.29
Public Works Supervisor	Monthly	8,750.50	9,188.71	9,647.69	10,129.73	10,637.14
	Bi-Weekly	4,038.69	4,240.94	4,452.78	4,675.26	4,909.45
	Hourly	50.48	53.01	55.66	58.44	61.37
Public Works Team Leader	Monthly	7,938.64	8,356.10	8,796.63	9,260.21	9,746.86
	Bi-Weekly	3,663.99	3,856.66	4,059.98	4,273.94	4,498.55
	Hourly	45.80	48.21	50.75	53.42	56.23
Recreation Manager	Monthly	10,768.60	11,305.99	11,871.06	12,466.11	13,088.84
	Bi-weekly	4,970.12	5,218.15	5,478.95	5,753.59	6,041.00
	Hourly	62.13	65.23	68.49	71.92	75.51
Recreation Supervisor	Monthly	7,954.79	8,356.10	8,771.25	9,209.47	9,670.75
	Bi-weekly	3,671.44	3,856.66	4,048.27	4,250.53	4,463.42
	Hourly	45.89	48.21	50.60	53.13	55.79
Regional Compliance Program Manager (Maintenance Program Manager)	Monthly	9,131.05	9,610.79	10,115.89	10,648.67	11,209.12
	Bi-weekly	4,214.33	4,435.75	4,668.87	4,914.77	5,173.44
	Hourly	52.68	55.45	58.36	61.43	64.67
Senior Civil Engineer	Monthly	11,504.34	12,080.94	12,685.22	13,319.48	13,986.03
	Bi-weekly	5,309.70	5,575.82	5,854.72	6,147.45	6,455.09
	Hourly	66.37	69.70	73.18	76.84	80.69
Senior Management Analyst	Monthly	8,549.84	8,976.53	9,426.27	9,896.78	10,390.35
	Bi-weekly	3,946.08	4,143.01	4,350.59	4,567.74	4,795.55
	Hourly	49.33	51.79	54.38	57.10	59.94
Senior Planner	Monthly	9,836.81	10,328.08	10,844.71	11,389.02	11,956.40
	Bi-weekly	4,540.07	4,766.81	5,005.25	5,256.47	5,518.34
	Hourly	56.75	59.59	62.57	65.71	68.98
Sustainability Manager	Monthly	9131.054	9610.786	10115.89	10648.67	11209.12
	Bi-weekly	4214.333	4435.747	4668.872	4914.77	5173.442
	Hourly	52.68	55.45	58.36	61.43	64.67

**RESOLUTION NO 2022-XX**

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

**WHEREAS**, the City of Brisbane and the Brisbane Police Officers Association, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the Brisbane Police Officers Association have reached an agreement regarding wages, hours and working conditions.

**NOW, THEREFORE**, the City Council of the City of Brisbane resolves as follows:

The Memorandum of Understanding between the City of Brisbane and the Brisbane Police Officers Association is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

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Mayor

I hereby certify that the foregoing Resolution No. 2020-XX was duly and regularly adopted at a regular meeting of the Brisbane City Council on December 15, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk



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

JULY 1, 2022 – JUNE 30, 2026

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

ARTICLE 1. PREAMBLE

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

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

ARTICLE 2. RECOGNITION

A. Bargaining Unit Representation

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

Police Officer  
Sergeant

B. Authorized Representatives

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

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

Release time for POA Board Members – Employees who are POA Board Members will receive up to five (5), twelve-hour (12-hour) days of release time per calendar year.

### ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Association activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution and Government Code Sections 3500, et seq.
- B. The City and Association agree that they shall not discriminate against any employee because of race, color, religion, sex, sexual orientation, marital status, age, national origin, ancestry, disability, medical condition, military or veteran status. The City and the Association shall reopen any provision of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state and federal anti-discrimination laws.
- 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 be expressed or abridged by specific provisions of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of the Memorandum of Understanding. The sole and exclusive rights of management, as they are not abridged by this Agreement or by law, shall include, but not be limited to, the following rights:
  - 1. To manage the City generally and to determine the issues of policy;
  - 2. To determine the existence of non-existence of facts which are the basis of the management decision;
  - 3. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
  - 4. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
  - 5. Methods of financing;
  - 6. Types of equipment or technology to be used;
  - 7. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted;
  - 8. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City;
  - 9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;
  - 10. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
  - 11. To establish and modify productivity and performance programs and standards;

12. To discharge, suspend, demote or otherwise discipline employees for proper cause in accordance with the provision and procedures set forth in City Personnel Rules and Regulations;
13. To determine job classifications and to reclassify employees;
14. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and City's Rules and Regulations;
15. To determine policies, procedures and standards for selection, training and promotion of employees;
16. To establish employee performance standards including, but not limited to, quality and quality standards; and to require compliance therewith;
17. To maintain order and efficiency in its facilities and operations;
18. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with the Agreement;
19. To take any and all necessary action to carry out the mission of the City in emergencies.

#### B. Impact of Management Rights

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

### ARTICLE 5. CLASSIFICATION AND PAY RATES

#### A. Wages

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

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

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

1. Effective the first full payroll period after January 1, 2023, the bargaining unit will receive a Cost of Living Adjustment of 3.0%.
2. Effective the first full payroll period after January 1, 2024, the bargaining unit will receive a Cost of Living Adjustment of 3.0%.
3. Effective the first full payroll period after July 1, 2024, the bargaining unit will receive a minimum Cost of Living Adjustment 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 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.

**B. Total Compensation Survey**

A total compensation survey will be completed after January 2024 and before April 2024 to be used to reopen the contract for total compensation discussion using cities mutually agreed upon between the POA and the city. The Survey will be used to as a basis for opening the contract for the July 2024 to June 2025 period. The City has historically desired to be in the 50<sup>th</sup> percentile of police agencies surveyed. 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%.

**C. Payroll Deduction – Association Dues**

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

**ARTICLE 6. OVERTIME**

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

- A. The work period for employees assigned to positions other than shift work shall begin on Monday and end on Sunday (40-hours per workweek) and the hours worked will normally fall between 8:00 AM and 5:00 PM or such other schedule as determined by the Department Head.
- B. Employees assigned to shift work shall work a 7(k) work period. The shift cycle (average of 42-hours per week) shall be four (4) consecutive tours of duty followed by four (4) consecutive days off-duty. The workday shall be 12-hours, with the shifts beginning at 7:00 AM and 7:00 PM or such other schedule as determined by the Department Head. The work period shall be 24 days, where the maximum non-overtime hours will be 147 hours. The City shall retain the right to change the shift cycle and/or work period, so long as the change is intended to be permanent and not done to avoid overtime obligations required under the Fair Labor Standards Act.
- C. An employee required to work in excess of the regularly scheduled workday or regularly scheduled work shift, or as required under the Fair Labor Standard Act, shall be compensated

for each overtime hour as authorized by employee's supervisor at a rate of one-and one-half times the employee's regular rate of pay.

- D. The Fair Labor Standards Act requires that educational and other incentive pays be included in determining the regular rate of pay. For shift personnel, the hourly equivalent to the regular rate of pay shall be computed by dividing the annual base pay, including educational and incentive pays, by the total scheduled hours of 2,184. For employees assigned to a forty (40) hour workweek, the regular rate of pay shall be computed by dividing the annual base pay, including educational and incentive pays, by 2,080 hours.
- E. Nothing herein shall preclude the covered employee and supervisor from adjusting the employee's work schedule to reduce or eliminate such overtime if such adjustment is with the mutual consent of the employee and supervisor.

#### ARTICLE 7. CALLBACK PAY

When an off-duty employee is called back to work, a minimum of two (2) hours pay shall be paid. The callback pay shall be paid at overtime rates if the employee has worked sufficient hours to have been placed into an overtime situation.

##### A. Court Time

Any employee required to report to court while not on duty shall receive a minimum of four (4) hours pay for such court appearance at the time and one-half rate of pay.

##### B. Page Standby

Police Sergeants and Officers who volunteer to be on pager standby for purposes of callback to duty shall receive one hour of overtime compensation for every 24 consecutive hours of standby. The employee has the choice of either pay or compensatory time off.

Standby compensation is only authorized by the Chief of Police or his/her designee based on shift staffing. When patrol staffing levels reach a minimum of two sworn employees per each 12-hour shift, then pager standby is authorized for one sworn employee. When one or more of the shifts in a 24-hour period has more than two sworn employees scheduled to work, then pager standby is not authorized.

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

Officer/Officer  
Officer/Sergeant  
Sergeant/Sergeant

#### ARTICLE 8. SPECIAL ASSIGNMENT PAYS

##### A. Field Training Officer

Officers assigned as Field Training Officers shall receive a premium of 5.0% of base salary per shift when assigned a trainee starting the first full pay period of January 2023.



B. Special Assignment

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

C. K-9 Maintenance Pay

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

D. Detective Pay

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

E. School Resource Officer

Officers assigned as a School Resource Officer shall receive the same benefits as officers assigned to detective duties.

F. Commander Pay

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

G. SWAT Assignment Pay

Officers assigned to SWAT shall receive an addition 2.0% of base salary starting the first full pay period of January 2023.

H. Motor Officer Assignment Pay

Officers assigned as a Motor Officer shall receive an additional 5.0% of base salary starting the first full pay period of January 2023

I. Bi-Lingual Pay

Officers are eligible to receive \$100 per month beginning 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.

ARTICLE 9. WORK WEEK

- A. Police Officers and Police Sergeants assigned shift work shall work four consecutive days of twelve-hour shifts followed by four consecutive days off as the shift cycle to be followed during the course of the Agreement. However, it is also understood that nothing contained in the Agreement precludes the Police Chief from making assignments of other hours of work or shift schedules for individuals should the Police Chief determine that the needs of the service so warrant such assignment(s).
  
- B. There will be varying shift cycles for employees covered by this unit as outlined below:
  - 1. Police Officers and Police Sergeants assigned to shift work will work 147 hours in a twenty-four (24) day cycle and/or 2,184 hours annually.
  - 2. Members who are full-time employee and not assigned as shift work personnel shall work a forty-hour workweek and/or 2,080 hours annually.
  - 3. Nothing herein shall restrict the City rights under its layoff procedure set forth in its Rules and Regulations.

ARTICLE 10. SHIFT DIFFERENTIAL

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

ARTICLE 11. NIGHT SHIFT DIFFERENTIAL INCENTIVE

- A. Employees assigned to the night shift (1900 to 0700) during the annual shift sign-up will receive an additional 5.0% of base salary starting the first full pay period in January of 2023. The 5.0% differential shall apply only to hours worked during the night shift. If an employee must cover a shift due to an injury or illness of another employee, the covering employee shall receive the night shift differential unless the shift qualifies for overtime pay.

ARTICLE 12. LONGEVITY INCENTIVE

- A. As of January 2023, employees in this unit shall receive a 1.0% step increase for those who have reached 10 years of continuous service with the City.
  
- B. As of January 2023, employees in this unit shall receive a 1.0% step increase for those employees who have reached 15 years of continuous service with the City.
  
- C. As of January 2023, employees in this unit shall receive a 3.0% step increase for those employees who have reached 20 years of continuous service with the City.

D. Longevity pay will be based on number of continuous years of service. All percentages listed above are cumulative, for example, by January, a member with at least 20 years of service will receive a cumulative 5.0% step increase in total for longevity pay.

ARTICLE 13. VACATION

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

Law Enforcement Shift Personnel (42-hour workweek)

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

Non-Shift Personnel (40-hour workweek)

Years	Annual	
Continuous	Accrual	Maximum
<u>Service</u>	<u>Amount</u>	<u>Accrual</u>
First 4 years	80 hours	160 hours
After 4 years	120 hours	240 hours
After 9 years	160 hours	320 hours

B. Vacation credits shall be accrued pro rata on each pay period. Original appointees to law enforcement classifications shall not be eligible to take vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.

Lateral appointees to law enforcement classifications shall be eligible for the second tier of vacation, if upon the date of hire, the employee possess nine (9) years of demonstrated experience in his/her field of hire. Advance vacation leave allowance shall be awarded at the discretion of the City Manager. Lateral appointees awarded the second tier of vacation upon the date of hire shall be eligible to move to the third tier of vacation after four (4) years of service. The third tier of vacation shall be the maximum allowable annual vacation accrual.

C. Subject to approval of the City Manager or designee, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than one-day increments shall be discouraged.

D. 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.

- 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 a vacation leave request is at the discretion of the Police Chief or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in the loss of further accrual of vacation hours when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one which is submitted within ten (10) days of the requested leave date(s).
- G. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days of care and treatment shall not be charged against the employee's vacation accrual. Upon presentation of appropriate documentation from the physician such leave will be changed to the employee's sick leave.
- H. Employees who leave the City service during their first six months of employment under original appointments shall not receive any vacation leave or payment therefor. All other employees in the Classified Service shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation. However, no such payment shall be made for vacation leave credited in advance of being earned.
- I. Vacation Buyback - Employees who are within 15 hours of the maximum allowed vacation hours in their vacation bank can sell up to 84 hours of vacation time back to the city in June of the fiscal year. This provision will terminate on June 30, 2025, unless agreed to continue by both parties prior to June 30, 2025.

#### ARTICLE 14. SICK LEAVE

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

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

- A. Sick leave shall be earned at the rate of eight hours for each calendar month of service, except that shift personnel shall accrue such leave at the rate of 8.4 hours per month.

- B. Sick leave credits for law enforcement shift personnel may be accumulated to a maximum of 1,092 hours and non-shift personnel may accumulate sick leave credits to a maximum of 1,040 hours. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- C. Employees shall not accrue sick leave during their first ninety (90) days of employment under original appointments, but shall receive credits for that period when ninety (90) days of service have been attained. However, lateral entry appointment shall be eligible to accrue and use sick leave credits upon the date of hire.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour prior to the commencement of the shift. Per the department's General Orders, 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 and is subject to final approval by the City Manager or designee. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with his/her immediate supervisor, on a daily basis if deemed necessary by the supervisor.

Where the absence is, or is expected to be, for more than one workday, the employee may be required to file a physician's certificate or stating the specific medical condition and the cause and nature of the illness, injury, disability, or condition that prevents the employee from performing the usual and customary duties of his/her classification with the City Manager or designee. When deemed appropriate, the City Manager or designee may require verification of the employee's 'doctor' certificate by a physician specified by the City.

In the event the employee's doctor's certificate and the opinion of the City's specified doctor's verification as to the employee's ability and/or scheduled time to return to work disagree, the employee may be required to report to a physician that has been agreed to by the employee's physician and the City's physician. The opinion of this physician shall be the final determination. The City will agree to pay for all costs associated with this verification and/or examination. A request for sick leave may be denied and the employee placed on leave without pay and/or disciplinary action being taken up to and including termination, should the employee fail to return to work after being deemed eligible to return to work by this third physician.

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

The payment of sick leave may be suspended by the City Manager or designee where there is reasonable grounds to believe that absences on a given day or days are the result of a concerted

action on the part of two or more employees which is related to a labor dispute with the City directly or one in which the City is involved as a third party.

- E. Where an illness or injury is job-related and covered by State Worker's Compensation, accrued sick leave and vacation credits shall be applied to make up the difference between State benefits and full, base salary. However, sick leave shall not be paid for any absence of a law enforcement employee resulting from illness or injury arising out of the course of employment by the City which is covered under Labor Code 4850.
- F. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, , spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The City Manager or designee may approve use of leave for this purpose for other than the family members defined above.
- G. Usage of this benefit shall be charged as follows:
  - 1. Law enforcement shift personnel – One shift equals twelve (12) hours charged against the applicable balance.
  - 2. 40-hour law enforcement personnel – One shift equals eight (8) hours charged against the applicable balance.
- H. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- I. No accrued sick leave may be used for any injury or illness arising out of outside employment.

## ARTICLE 15. 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 insurance plan. The City agrees to maintain in effect for the term of this agreement long-term disability insurance with the carrier requested by the unit, California Law Enforcement Association. The City further agrees to add the cost of the long-term disability premium to the employee's pay warrant as gross income for the purpose of the disability premium being paid by the employee through a payroll tax deduction.

E. Vision Care Insurance

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

F. Employee Assistance Program

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

ARTICLE 16. SUPPLEMENTAL STIPEND

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

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

- 1) the employee was hired prior to January 1, 2013 if the employee separates from the City and returns to City within 5 years of their separation date his/her original hire date will be used for purposes of this section;
- 2) the employee has 15 years or more service with the City of Brisbane;
- 3) retires from service;
- 4) the effective date of the retirement is within 120 days of separation from the City of Brisbane.

In addition, it is agreed that an employee will no longer be eligible for such stipend should the employee elect to be covered by another medical plan other than that provided at the time of



retirement. Furthermore, it is agreed that an employee who once waives his/her participation, such medical plan coverage and such waiver shall be irrevocable.

#### ARTICLE 17. DEFERRED COMPENSATION PLAN

- A. Employees may voluntarily participate in the City's deferred compensation plan.
- B. For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a deferred compensation plan and the above Supplemental Stipend will not apply. In the event the employee makes a contribution of five percent (5.0%) or more of the employee's base monthly salary toward the deferred compensation plan, the City will match such contribution up to a maximum of 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 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the deferred compensation plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%). This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

#### ARTICLE 18. EDUCATION INCENTIVE

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

##### Plan A

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

##### Plan B

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

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

## ARTICLE 19. UNIFORM SUPPLY AND MAINTENANCE

- A. Department will issue to all safety employees the following equipment, which shall remain Department property at all times:
1. Law enforcement safety equipment, including belt, firearm, handcuff, riot gear, flashlight, rain gear and rubber boots, and jump suit.
  2. Badges, identification cards, keys.
- B. The Department will issue the following to all new employees and will inventory all existing officers and supply additional items to reach the following number and specifications. All listed items shall become the property of the officer upon successful completion of probation.
1. One nylon jacket
  2. Three short-sleeve wool uniform shirts
  3. Three long-sleeve wool uniform shirts
  4. Three pair wool uniform trousers
  5. One pair OSHA boots
  6. Four cotton T-shirts
  7. One dress jacket and tie
  8. All uniform patches
  9. One wool visor cap
  10. Three name tags
  11. 500 personalized business cards
  12. One bullet-resistant vest and two covers selected by the officers from Department approved vendors within threat level, to a maximum of \$400.
- C. The Department will replace all unserviceable items, as needed.
- D. Officers will receive annually three T-shirts and one nametag.
- E. Vests will be replaced at the officer's option at five years of service. Old vests shall be returned.
- F. The Department will also provide the following:
1. Unlimited cleaning
  2. Tailoring, alteration and repairs
  3. Service stripes, rank insignia and special assignment accouterments
- G. Personal Property  
The Department will repair or replace all items of personal property lost or damaged during the performance of duty. The maximum loss paid at any one incident will be \$100.

## ARTICLE 20. COMPENSATORY TIME OFF

Members of the Association who are eligible to earn overtime shall be eligible to earn compensatory time off (CTO) at the rate of one-and-one-half times for every hour of overtime. No one may accumulate more than one hundred sixty (160) hours of comp time. An employee who has requested to use accumulated compensatory time off is permitted to use such time within a reasonable period after making the request unless, in the opinion of the department head or designee, the request would unduly disrupt the operations of the department.

## ARTICLE 21. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The City participates in the California Public Employees Retirement System (CalPERS). Retirement benefits under CalPERS are as follows:

- A. For employees classified as "Classic Members" and/or became a CalPERS member prior to January 1, 2013:
1. 3% @ 55 Local Safety Police retirement formula.
  2. Final Compensation one (1) year
  3. 1959 Survivor Benefits (Level 3)
  4. Unused Sick Leave Credit – Local Member
  5. 2% Annual Cost-of-Living Allowance Increase
  6. Improved Non-Industrial Disability Allowance
  7. Military Service Credit as Public Service
  8. \$5,000 Retired Death Benefit

Employees classified as "Classic Members" shall pay the 9% employee CalPERS contribution.

- B. For employees classified as "New Members" and/or became a CalPERS member on or after January 1, 2013:
1. 2.7% @ 57 Safety Members retirement formula
  2. Final Compensation three (3) year
  3. 1959 Survivor Benefits (Level 3)
  4. Unused Sick Leave Credit – Local Member
  5. 2% Annual Cost-of-Living Allowance Increase
  6. Improved Non-Industrial Disability Allowance
  7. Military Service Credit as Public Service
  8. \$5,000 Retired Death Benefit

Employees classified as "New Members" pay 50% of the normal cost of the CalPERS contribution.

- C. To the extent permitted by law, including but not limited to Internal Revenue Code Section 414(h)(2), pension cost contributions shall be made on a pre-tax basis. It is understood that the City cannot guarantee such tax treatment as the State Legislature or Congress may alter the

statutory authority for this tax treatment and the Franchise Tax Board, the IRS or the U.S. Treasury Department may alter revenue rulings regarding such tax treatment.

## ARTICLE 22. TUITION REIMBURSEMENT

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

## ARTICLE 23. HOLIDAYS

- A. Employees assigned to law enforcement shifts (42-hour) shall receive compensation in lieu of holiday observance in the amount of six percent (6.0%) of their base salary.
- B. Employees assigned to duties that are scheduled for a forty-hour workweek and non-rotating shifts shall receive paid holiday time for all City holidays and take off all City holidays. Specifically,

- January 1 (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)

- C. All employees covered herein are eligible for an additional sixteen (16) hours of paid holiday time (floating holidays) for personal use. Paid holiday time (floating holidays) is accumulated annually and may not be carried over into subsequent calendar years.

## ARTICLE 24. ATTENDANCE

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

Except in extraordinary circumstance, an employee who is unable to report for work at the beginning of his established shift shall notify his immediate supervisor within one hour from the commencement of such shift. Failure to provide this notification may result in the unreported period of absence for the day being considered as leave without pay. An employee who is absent without notification for more than one work day shall be subject to disciplinary action including discharge, pursuant to Rule 13, Personnel Actions: Disciplinary, of the Personnel Rules and Regulations. The one-hour notification provision shall not preclude a department head, with approval of the City Manager or his designee, from requiring an earlier notification where it is warranted due to operational needs.

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

#### ARTICLE 25. PARENTAL LEAVE

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

#### ARTICLE 26. MEDICAL LEAVE

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

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

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

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

#### ARTICLE 27. MANDATORY ADMINISTRATIVE LEAVE

The City Manager or designee may place an employee in the Classified Service on administrative leave where, in his judgment, such action would be in the best interests of the City service. This

leave may be with or without pay. Its application may include, but not be limited to, situations where disciplinary matters are pending.

#### ARTICLE 28. OTHERS LEAVES WITHOUT PAY

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

The request for leave, and the reasons therefor, shall be submitted in writing by the employee and must be approved in advance by the City Manager or designee or the department head, as appropriate.

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

#### ARTICLE 29. LEAVES OF ABSENCE WITHOUT PAY; AFFECT ON SENIORITY AND BENEFITS

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

#### ARTICLE 30. 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 (as defined in Rule 17.03, Sick Leave, as employee's spouse, domestic partner, children, parents, in-laws, brothers, sisters, grandparents and grandchildren). The City Manager or his designee may approve use of leave for this purpose for other than the family members defined above. Extensions to such leaves due to unusual circumstances may be approved by the City Manager or designee.

#### ARTICLE 31. 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.

## ARTICLE 32. LAYOFF PROCEDURE

- A. The City Council may abolish any position in the Classified Service due to lack of funds, work or need.
- B. The layoff of employees resulting from the elimination of positions shall be governed by the following procedures:
  1. Layoffs shall be made within the affected job classification in reverse order of total time in the Classified Service, including any period of probation, paid leave or active military leave. Except as provided under the Personnel Rules & Regulations, Leaves of Absence Without Pay: Effect on Seniority and Benefits of these Regulations, no service credits shall be earned during any leave of absence without pay. Where time in service is equal between two (2) or more affected employees, their evaluations shall serve as the determining factor.
  2. The order of layoff in the affected classifications shall be:
    - a. Temporary employees
    - b. Probationary employees
    - c. Permanent employees
  3. Probationary and permanent employees in the Classified Service who, under paragraph 1., above, are scheduled to be laid off shall receive at least twenty-one (21) days' written notice to this effect.

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

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

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

4. Permanent and probationary personnel laid off in accordance with this Rule shall, at their request, be placed on a re-employment list as provided by Rule 9.03 of these Regulations. If an employee is re-employed from such a list, all service credits and other benefits accrued

to the date of layoff shall be restored. In no event, however, shall the City be required to restore credits for vacation and other benefits paid out at the time of layoff.

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

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

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

#### ARTICLE 33. DEMOTIONS

- A. Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the City Manager may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under these circumstances, the employee's new rate of pay shall be that step on the new salary range which most closely corresponds to the employee's former salary step.
- B. Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the City Manager pursuant to Article 37, Grievance Procedure.
- C. Advance written notice of demotion, together with the effective date, shall be provided the employee and the employee's department head.

#### ARTICLE 34. TRANSFER

- A. An employee may be transferred by the City Manager from one position to another position in the same classification or in a comparable classification carrying the same maximum salary rate and which the employee is qualified to perform. Where a transfer would involve two (2) departments or two (2) divisions of the same department, the transfer shall be subject to the approval of both department heads unless it is being made for the purpose of economy or efficiency.
- B. Advance written notice of this action, together with its effective date, shall be provided the employee and the affected managers.



## ARTICLE 35. PROMOTIONS

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

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

## ARTICLE 36. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

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

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

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

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

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

During the probationary period, and appointee may be rejected at any time by the City Manager or his designee without cause and without right of appeal. Notice of rejection shall be served in writing on the probationer.

An employee rejected during the probationary period from a position in the Classified Service to which he has been promoted shall be reinstated to a position in the class from which he was promoted unless the rejection results in dismissal from City service. Where rejection results in

dismissal, the employee shall have the right to appeal such action in accordance with Rule 14, Appeals Procedure and shall be furnished advance notice pursuant to Rule 13.02, Notice of Disciplinary Action.

Performance reports shall be completed at least annually for all personnel having permanent status in positions in the Classified Service. Such reports may be required more frequently by the City Manager of his designee.

#### ARTICLE 37. DISCIPLINARY PROCEDURE

- A. The City Manager or designee may take disciplinary action against an employee in the Classified Service for misconduct including, but not limited to, chronic absenteeism; incompetence; insubordination; failure to follow work rules; misstatement of fact on an application or other personnel document; falsification of records; unfitness for duty; and absence without authorized leave.
- B. The disciplinary action(s) taken may include suspension, pay reduction, demotion, discharge, or any combination of these or other appropriate penalties.
- C. All discipline action taken against an employee in the Classified Service must receive the prior approval of the City Manager except under emergency circumstances which dictate immediate suspension of the employee by the department head or supervisor. In such cases, the employee's department head shall immediately report the action taken to the City Manager who shall review the case and make a determination concerning the appropriateness of the suspension and of further disciplinary action.
- D. All actions resulting in salary reductions or demotions shall be subject to review by the City Manager and the department head involved within thirty (30) days following the effective date of the initial action and at regular intervals thereafter.
- E. Employees shall have the right to appeal disciplinary actions pursuant to the Personnel Rules & Regulations.

#### ARTICLE 38. GRIEVANCE PROCEDURE

A grievance is any dispute which involved the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of the Memorandum of Understanding which specifically provide that the decision of the City Manager or any City official shall be final, the interpretation or application of those provision not being subject to the grievance procedure.

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

matter shall be raised within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the information set forth below.

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

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

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

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

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

The City and the Association shall meet promptly to select a mutually acceptable arbitrator. The fees and expenses of the arbitrator and a court reporter shall be shared by the City and the Association. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decision of arbitrators on matters properly set before them shall be final and binding on the parties hereto.

#### ARTICLE 39. BULLETIN BOARDS

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

#### ARTICLE 40. MEALS

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

#### ARTICLE 41. 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 42. OUTSIDE EMPLOYMENT

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

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

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

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

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

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

#### ARTICLE 44. EMERGENCY WAIVER PROVISIONS

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

#### ARTICLE 45. SEVERABILITY PROVISION

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

#### ARTICLE 46. PAST PRACTICE

Continuance of working conditions and practices not specifically provided herein shall not be guaranteed by this Memorandum of Understanding.

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

#### ARTICLE 47. USE OF CITY FACILITIES

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

Exceptions to the aforementioned on-duty policy may be granted by the City Manager or designee where it is clearly necessary for a represented employee to confer with his employee representative on a matter concerning employee relations and the City. The time devoted to such meetings shall be kept to a minimum, and the employee representative shall notify the responsible supervisor or manager when arriving at and leaving the work site.

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

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

ARTICLE 48. PROHIBITED ACTIVITIES

No employee organization shall encourage participation in, nor shall any employee participate in any strike, picketing, slow down, sick-out, or any other form of concerted activity against the City during the term of the Agreement; nor shall any employee recognize any picket line in the course of his duty, nor in any way be involved in the reduction or denial of City service to any premises because of a labor dispute. Any employee who violates any portion of this section is subject to disciplinary action.

ARTICLE 49. NOTICE OF SHIFT CHANGES

The Parties agree to work collaboratively in an attempt to reduce the number of instances when shift start times are changed on short notice. The Parties agree that, in order to do so, sworn employees will need to provide additional notice to the department of planned absences. The Parties agree that flexibility requires mutual effort. The Parties shall meet within 60 days of ratification of this agreement with the intention of developing protocols to further these goals.

ARTICLE 50. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for the period of July 1, 2022 through June 30, 2026.

**RATIFICATION AND EXECUTION**

The City of Brisbane and the Brisbane Police Officers Association have reached an understanding as to certain recommendations to be made to the City Council for the City of Brisbane and have agreed that the parties hereto will jointly urge Council to adopt a new wage and salary resolution which will provide for the changes contained in said joint recommendations. The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brisbane. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representative of the City and the Association entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF BRISBANE

BRISBANE POLICE OFFICERS ASSOC.

\_\_\_\_\_  
Clayton Holstine, City Manager

\_\_\_\_\_  
Lester Vega, President

\_\_\_\_\_  
Stuart Schillinger, Assistant City Manager

\_\_\_\_\_  
Chad Miller , Treasurer

\_\_\_\_\_  
Abby Partin, Human Resources Administrator

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Police Officers Association

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer	Monthly	8,557.95	8,985.84	9,435.12	9,906.87	10,402.21
	Bi-weekly	3,949.82	4,147.31	4,354.67	4,572.40	4,801.02
	Hourly	47.02	49.37	51.84	54.43	57.16
Police Sergeant	Monthly	10,310.61	10,826.15	11,367.47	11,935.83	12,532.61
	Bi-weekly	4,758.74	4,996.69	5,246.52	5,508.85	5,784.28
	Hourly	56.65	59.48	62.46	65.58	68.86

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

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer For Detective and School Resource Officer	Monthly	8,557.95	8,985.84	9,435.12	9,906.87	10,402.21
	Bi-weekly	3,949.82	4,147.31	4,354.67	4,572.40	4,801.02
	Hourly	49.37	51.84	54.43	57.16	60.01
Police Sergeant	Monthly	10,310.61	10,826.15	11,367.47	11,935.83	12,532.61
	Bi-weekly	4,758.74	4,996.69	5,246.52	5,508.85	5,784.28
	Hourly	59.48	62.46	65.58	68.86	72.30

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