



# CITY of BRISBANE

## City Council Special Meeting Agenda

---

Thursday, December 8, 2022 at 7:30 PM • Virtual Meeting

---

This meeting is compliant with the Ralph M. Brown act as amended by California Assembly Bill No. 361 effective September 16, 2021 providing for a public health emergency exception to the standard teleconference rules required by the Brown Act. The purpose of this is to provide a safe environment for the public, staff and Councilmembers, while allowing for public participation. The public may address the Council using exclusively remote public comment options. The Council may take action on any item listed in the agenda.

### **PUBLIC MEETING VIDEOS**

Members of the public may view the City Council Meeting by logging into the Zoom Webinar listed below. City Council Meetings can also be viewed live and/or on-demand via the City's YouTube Channel, [www.youtube.com/brisbaneca](http://www.youtube.com/brisbaneca), or on Comcast Channel 27. Archived videos can be replayed on the City's website, <http://brisbaneca.org/meetings>.

### **TO ADDRESS THE COUNCIL**

The City Council Meeting will be an exclusively virtual meeting. The agenda materials may be viewed online at [www.brisbaneca.org](http://www.brisbaneca.org) at least 24 hours prior to a Special Meeting, and at least 72 hours prior to a Regular Meeting.

### **Remote Public Comments:**

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Aside from commenting while in the Zoom webinar the following email and text line will be also monitored during the meeting and public comments received will be noted for the record during Oral Communications 1 and 2 or during an Item.

**Email:** [ipadilla@brisbaneca.org](mailto:ipadilla@brisbaneca.org)

**Text:** 628-219-2922

**Join Zoom Webinar:** [zoom.us](https://zoom.us) (please use the latest version: [zoom.us/download](https://zoom.us/download))  
[brisbaneca.org/cc-zoom](http://brisbaneca.org/cc-zoom)

Webinar ID: 991 9362 8666

Passcode: 123456

Call In Number: 1 (669) 900 9128

### **SPECIAL ASSISTANCE**

If you need special assistance to participate in this meeting, please contact the City Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

### **WRITINGS THAT ARE RECEIVED AFTER THE AGENDA HAS BEEN POSTED**

Any writings that are received after the agenda has been posted but before 2 p.m. of the day of the meeting will be available for public inspection at the front lobby in City Hall and on the internet ([www.brisbaneca.org/meetings](http://www.brisbaneca.org/meetings)). Any writings that are received after the agenda has been posted but after 2 p.m. of the day of the meeting will be available on the internet at the start of the meeting ([www.brisbaneca.org/meetings](http://www.brisbaneca.org/meetings)), at which time the materials will be distributed to the Council.

## **7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **ADOPTION OF AGENDA**

### **ORAL COMMUNICATIONS NO. 1**

### **NEW BUSINESS**

- A. Consider Adoption of Resolutions approving the Memorandum of Understanding between the City and the following groups: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association Employees, International Association of Firefighters, Mid-management/Professional, Police Chief, and Police Commander, each for the term of July 1, 2022 to June 30, 2026

(Unless a Councilmember or a member of the public request that a particular resolution be discussed separately, these resolutions may be adopted by one motion.)

1. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Confidential Employees Group
2. Adopt Resolution of the City Council of The City of Brisbane Concerning Wages, Hours And Working Conditions for the Confidential Management Group
3. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Executive Management Group
4. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the General Employees Association
5. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the International Associations of Firefighters, Local 2400, AFL-CIO
6. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Mid-Management/Professional Employees Group
7. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Police Commander Association
8. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Police Chief

- B. Approve Resolutions Adopting Pay Scales and Master Pay Schedules for Fiscal Year 2022-23.

(These Pay Schedules will reflect the salary increases imbedded in the Memoranda of Understanding approved by the prior Council action.)

- C. Receive Updates on Transportation Grants

- D. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure O at the Municipal Election held on November 8, 2022

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

- E. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure U at the Municipal Election held on November 8, 2022

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

- F. Consider Adoption of Transactions and Use Tax Ordinance Resolution to Implement the Transactions and Use Tax Ordinance Approved by the Voters and a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

- G. Introduction of an Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients.

(Note: This Ordinance is exempt from review under the California Environmental Quality Act because it is not a “project”. Section 15378 (b)(5) of the CEQA Guidelines. This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)

## **MAYOR/COUNCIL MATTERS**

- H. Caltrain Electrification Project Letter of Support
- I. Countywide Assignments and Subcommittee Reports
- J. City Council Meeting Schedule
- K. Written Communications

## **ORAL COMMUNICATIONS NO. 2**

## **ADJOURNMENT**

**File Attachments for Item:**

A. Consider Adoption of Resolutions approving the Memorandum of Understanding between the City and the following groups: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association Employees, International Association of Firefighters, Mid-management/Professional, Police Chief, and Police Commander, each for the term of July 1, 2022 to June 30, 2026

(Unless a Councilmember or a member of the public request that a particular resolution be discussed separately, these resolutions may be adopted by one motion.)

1. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Confidential Employees Group
2. Adopt Resolution of the City Council of The City of Brisbane Concerning Wages, Hours And Working Conditions for the Confidential Management Group
3. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Executive Management Group
4. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the General Employees Association
5. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the International Associations of Firefighters, Local 2400, AFL-CIO
6. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Mid-Management/Professional Employees Group
7. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Police Commander Association
8. Adopt Resolution of the City Council of the City of Brisbane Concerning Wages, Hours and Working Conditions for the Police Chief





## CITY COUNCIL AGENDA REPORT

**Meeting Date:** December 8, 2022

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

**Subject:** Resolutions approving the Memoranda of Understanding between the City and the following groups: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association Employees, International Association of Firefighters, Mid-management/Professional, Police Chief and Police Commander, 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: Confidential Employees, Confidential Management, Executive Management, Brisbane Fire Management, General Association Employees, International Association of Firefighters, Mid-management/Professional, Police Chief and Police Commander, 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. Council will now receive any public comment on the various Memoranda before deciding whether to approve the Memoranda.

### 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, IAFF 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 2024.

**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, who are not members of the General Employees Association; and \$250 per month for members of General 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.

IAFF 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. 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 IAFF who have used a minimum of 84 hours during the fiscal year may sell up to 112 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.

**Creation of Firefighter II Classification** – Create a new classification between the classification of Firefighter/Paramedic and Captain starting in January 2023. The compaction rate between Firefighter I and Firefighter II will be 10%. Employees promoted to Firefighter II will be placed at the step which is closest to, but no higher than, their currently monthly salary. When a Firefighter II is promoted to Captain, the employee will be placed at the step closest to, but no higher than, the employee's then current monthly salary. Promotions to Firefighter II will be an internal promotional opportunity.

**IAFF Probationary Period** – New appointees in IAFF classifications covered by the MOU shall serve a probationary period of 18 months, which shall begin upon the first day of employment with the City. In the case of a firefighter trainee who successfully graduates an academy, the time spent as a trainee will count towards the 18-month probationary period. The language regarding promotional appointees will remain the same, i.e., such employees shall serve a probationary period of not less than six (6) months nor more than twelve (12) months.

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

### **Fiscal Impact**

The estimated costs to implement these Memoranda of Understanding are as follows: FY 2022-23, \$741,492; FY 2023-24, \$1,336,581; FY 2024-25, \$2,569,179; and FY 2025-26, \$3,479,722. 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



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  
BRISBANE FIRE MANAGEMENT GROUP**

**WHEREAS**, the City of Brisbane and the Brisbane Fire Management Group, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the Brisbane Fire Management 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 Brisbane Fire Management Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2020-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

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

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|                                     |            |
|-------------------------------------|------------|
| Attendance                          | Section 15 |
| Bereavement Leave                   | Section 23 |
| Deferred Compensation               | Section 7  |
| Effect on Seniority & Benefits      | Section 20 |
| Grievance Procedure                 | Section 18 |
| Health & Welfare Benefits           | Section 5  |
| Holidays                            | Section 10 |
| Hours of Work and Work Schedules    | Section 2  |
| Industrial Injury or Illness        | Section 12 |
| Jury Duty                           | Section 17 |
| Leaves of Absence Without Pay       | Section 12 |
| Management Rights                   | Section 1  |
| Other Leaves Without Pay            | Section 16 |
| Overtime                            | Section 4  |
| Public Employee's Retirement System | Section 8  |
| Seniority                           | Section 20 |
| Severability of Provisions          | Section 22 |
| Sick Leave                          | Section 12 |
| Supplemental Stipend                | Section 6  |
| Tuition Reimbursement               | Section 9  |
| Uniforms                            | Section 14 |
| Vacation                            | Section 11 |
| Wages                               | Section 2  |

CW

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

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

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

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

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

**Section 1. Management Rights**

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

- 1) To manage the City generally and to determine the issues of policy.
- 2) To determine the existence or non-existence of facts which are the basis of the management decision.
- 3) To determine the necessity of organization or any service or activity conducted by the City and expand or diminish services.
- 4) To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- 5) Methods of financing.
- 6) Types of equipment or technology to be used.

- 7) To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- 8) To determine and change the number of locations, re-locations and of types operations, processes and materials to be used in carrying out an City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- 9) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- 10) To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- 11) To establish and modify productivity and performance programs and standards.
- 12) To discharge suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations.
- 13) To determine job classifications and to reclassify employees.
- 14) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and City's Rules and Regulations.
- 15) To determine policies, procedures and standards for selection, training and promotion of employees.
- 16) To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- 17) To maintain order and efficiency in its facilities and operations.
- 18) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- 19) To take any and all necessary action to carry out the mission of the City in emergencies.

## **Section 2. Wages & Other Pays**

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

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

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



- 2) Effective the first full payroll period after January 1, 2024, a Cost of Living Adjustment increase of 3.0%.
  - 3) Effective the first full payroll period after July 1, 2024, a Cost of Living Adjustment minimum increase of 6.0%.
  - 4) Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will reduce no lower than 4%. The measurement period will be April 2021 to April 2025. The CPI to be used is CPI-W (Urban Wage Earners and Clerical Workers) for the San Francisco-Oakland-Hayward area. The base period is 1982-1984=100.
- B. Employees shall be compensated on a bi-weekly basis. Payment will normally be made on Friday immediately following the conclusion of a City payroll period. A City payroll period begins on the Monday which is the first day of the City pay period and ends on the Sunday which is the last day of the City pay period and consists of fourteen (14) calendar days.
- C. Compensation Study - The City will complete a total compensation market survey completed after January 2024 to be used for total compensation discussion. The parties will convene to review the components of said market study. The City will meet and confer with the Fire Management bargaining unit regarding the results of the market study. If the total compensation survey is not completed on by March 2024, this bargaining unit shall receive a 2% increase in addition to the Cost of Living increase scheduled for July 2024 of 6%.
- D. Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month beginning July 2023. Employees are only eligible to receive Bi-Lingual pay for one language and must pass a state exam showing competency in the second language in order to be eligible.
- E. Longevity Recognition Incentive –
- In recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty (40) hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.
- In recognition of twenty (20) consecutive years of service with the City, the City grants to such a qualified employee a 3.0% (three percent) incentive effective the first full payroll period after January 1, 2023. The incentive increase shall be given to any employee who has twenty (20) years of consecutive service as of January 1, 2023.

### **Section 3. Hours of Work & Work Schedules**

#### **A. Normal Hours of Work**

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

The City shall retain the right to change the duty cycle and/or work period, so long as the change is intended to be permanent and not done to avoid overtime obligations required under the Fair Labor Standards Act.

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

#### **B. Rest Periods**

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

### **Section 4. Overtime**

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

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

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

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

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

**B. Compensatory Time**

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

**C. Court Time**

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

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

**D. Standby Program**

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

**Section 5. Health & Welfare Benefits**

**A. CalPERS Employer Health Contribution**

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

## 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, 00 per plan year. The amount of the unused employee balance that can be applied to the outstanding dependent balance shall be \$530 per fiscal year.

D. Life and Long-Term Disability Insurance

The City shall maintain in effect for the term of this Agreement the current level of life insurance plan. The City agrees to maintain in effect for the term of this agreement long-term disability insurance with the carrier requested by the unit, California Association of Professional Firefighters. The City further agrees to add the cost of the long-term disability premium to the employee's pay warrant as gross income for the purpose of the disability premium being paid by the employee through a payroll tax deduction.

E. Vision Care Insurance

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

F. Employee Assistance Pro gram

The City shall maintain in effect for the term of this agreement its existing agreement to provide an employee assistance program.

G. Wellness Benefit

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

**Section 6. Supplemental Stipend**

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

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

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Section 7 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

#### **Section 7. Deferred Compensation – Employer Contribution**

- A. Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan voluntarily without forfeiting any rights to the retiree medical supplemental stipend.
- B. For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a defined contribution benefit plan and the Supplemental Stipend will not apply. In the event the employee makes a contribution of up to five percent (5.0%) or more of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to five percent (5.0%).
- C. For individual employees eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward a Defined Contribution Plan and the supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the Defined Contribution Plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) annually. This benefit will terminate upon separation from service with the City. Furthermore, it is agreed that an employee who once waives his/her participation in the supplemental stipend program, it shall be irrevocable.

## **Section 8. Public Employees' Retirement System**

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

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

Employees hired on or after January 1, 2013 who are determined by CalPERS to be "new" members of CalPERS, the City shall provide the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

## **Section 9. Tuition Reimbursement**

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

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

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

## **Section 10. Holidays**

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

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

January 1 (New Year's Day)

The third Monday in January (Martin Luther King, Jr. Day)  
 The third Monday in February (President's Day)  
 March 31 (Cesar Chavez Day)  
 The last Monday in May (Memorial Day)  
 June 19 (Juneteenth)  
 July 4 (Independence Day)  
 The first Monday in September (Labor Day)  
 November 11 (Veteran's Day)  
 Fourth Thursday in November (Thanksgiving Day)  
 Day After Thanksgiving  
 December 24 (Christmas Eve – 8 hours)  
 December 25 (Christmas Day)  
 December 31 (New Year's Eve – 8 hours)

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

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

**Section 11. Vacation**

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

**40 Hour Work Week**

| <b>Years of Continuous Service</b> | <b>Annual Accrual Amount</b> | <b>Maximum Accruals</b> |
|------------------------------------|------------------------------|-------------------------|
| First 4 years                      | 80 hours                     | 160 hours               |
| After 4 years                      | 120 hours                    | 240 hours               |
| After 9 years                      | 160 hours                    | 320 hours               |
| After 15 years                     | 176 hours                    | 352 hours               |

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

Based on operational needs or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.

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

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



Chief, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave may result in the loss of vacation hours when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one which is submitted within sixty (60) days of the requested leave date(s).

Subject to approval of the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. For shift personnel vacation may be taken in twelve (12) hour increments or for lesser periods as approved by the Fire Chief.

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

Employees who leave the City service during their first six (6) months of employment under original appointments shall not receive any vacation leave or payment therefor. All other employees in the Classified Service shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation.

Vacation Buyback Provision – Employees who have used a minimum of 60 hours during the fiscal year can sell up to 80 hours of vacation time back to the City in June of that fiscal year. This provision will terminate on June 30, 2025 unless agreed to continue by both parties prior to June 30, 2025.

## **Section 12. Sick Leave**

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

- D. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- E. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- F. The sick leave reporting procedure shall be governed by the department Standard Operating Procedure (SOP).
- G. Verification of Injury or Illness:
- 1) Usual verification - An employee requesting paid sick leave shall provide reasonable verification of the illness or injury by completing a sick leave form explaining the reason for the employee's absence.
  - 2) Doctor's Verification - The Chief or his/her designee may require a verification prepared and signed by a medical doctor, which describes the nature and extent of the illness or injury and which confirms that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification may be required when an employee is absent due to illness or injury for a period of three (3) consecutive shifts.
  - 3) A Doctor's verification may be required for a one (1) day absence if it is due to an injury or suspected injury of the nature that may interfere with the physical duties of a firefighter.
- H. Industrial Injury or Illness

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

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

**Section 13. Bereavement Leave**

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

**Section 14. Uniforms**

Each employee shall be eligible for payment by the City to a vendor approved by the City, or reimbursement for the purchase price of approved uniform items up to a total of Eight Hundred Dollars (\$800. 00) per fiscal year. New employees shall receive \$1,250 in their first month of employment.

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

**Section 15. Attendance**

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

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

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

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

**Section 16. Other Leaves Without Pay**

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three months. The Fire Chief or his/her designee may grant such leaves not

to exceed five (5) working days. The request for leave, and the reasons therefor, shall be submitted in writing by the employee and must be approved in advance by the appointing authority or the department head, as appropriate.

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

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

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

#### **Section 17. Jury Duty**

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

#### **Section 18. Grievance Procedure**

A. Definition of a Grievance: A grievance is defined as any dispute that involves the interpretation, application or alleged violation of:

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

B. Should any dispute concerning an agreement, rule, or action arise which prescribes a separate appeal procedure, that dispute shall be excluded from this procedure.

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

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

- a. The name of the grievant.
- b. The grievant's department and specific work site.
- c. The name of the grievant's immediate supervisor.
- d. A statement of the nature of the grievance including date and place of occurrence.
- e. The specific provision, policy or procedure alleged to have been violated.
- f. The remedy sought by the grievant.
- g. The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

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

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

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

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

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

## **Section 19. Prohibited Activities**

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

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

## **Section 20. Seniority**

The initial appointment of the employee to a classification in the Classified Service shall be the employee's seniority with the City. This employment anniversary date shall remain unchanged and shall be controlling for the purpose of establishing total time in the Classified Service. Any leave of absence taken will be governed by the City Personnel Rules & Regulations, Section 17. 13 when determining total years of service credit.

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

## **Section 21. Emergency Management Authority**

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

## **Section 22. Severability of Provisions**

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

## **Section 23. Past Practices and Existing Memoranda of Understanding**

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

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

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

**Section 24. Term of the Memorandum of Understanding**

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



**RATIFICATION AND EXECUTION**

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

BRISBANE FIRE MANAGEMENT  
GROUP

Dated 12.5.22

By   
Craig Wittner

CITY OF BRISBANE

By   
Clayton Holstine  
City Manager

By   
Stuart Schillinger  
Assistant City Manager

By   
Abby Partin  
Human Resources Administrator



**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE  
CONFIDENTIAL EMPLOYEES GROUP**

**WHEREAS**, the City of Brisbane and the Confidential Employees Group, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the Confidential Employees 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 Confidential Employees Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

AGREEMENT BETWEEN THE  
CITY OF BRISBANE  
AND THE  
CONFIDENTIAL EMPLOYEES GROUP

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|  |            |
|--|------------|
| BEREAVEMENT LEAVE                                  | ARTICLE 16 |
| CLASSIFICATION AND PAY PLAN                        | ARTICLE 5  |
| DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION      | ARTICLE 12 |
| DEMOTION   | ARTICLE 27 |
| DISCIPLINARY PROCEDURE                             | ARTICLE 31 |
| EMERGENCY WAIVER PROVISIONS                        | ARTICLE 37 |
| GRIEVANCE PROCEDURE                                | ARTICLE 32 |
| HOLIDAYS   | ARTICLE 14 |
| INSURANCE  | ARTICLE 9  |
| JURY DUTY  | ARTICLE 19 |
| LAYOFF PROCEDURE                                   | ARTICLE 26 |
| LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY | ARTICLE 25 |
| LONGEVITY RECOGNITION LEAVE                        | ARTICLE 22 |
| MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS  | ARTICLE 4  |
| DISCIPLINARY ADMINISTRATIVE LEAVE                  | ARTICLE 23 |
| MATERNITY LEAVE                                    | ARTICLE 20 |
| MEDICAL LEAVE                                      | ARTICLE 21 |
| MILITARY LEAVE                                     | ARTICLE 18 |
| NON-DISCRIMINATION                                 | ARTICLE 3  |
| OTHER LEAVES WITHOUT PAY                           | ARTICLE 24 |
| OUTSIDE EMPLOYMENT                                 | ARTICLE 33 |
| OVERTIME   | ARTICLE 8  |
| PAST PRACTICE                                      | ARTICLE 39 |
| PERSONAL LEAVE                                     | ARTICLE 17 |
| PREAMBLE   | ARTICLE 1  |
| PROBATIONARY PERIOD AND PERFORMANCE RATING         | ARTICLE 30 |
| PROHIBITED ACTIVITIES                              | ARTICLE 35 |
| PROMOTIONS   | ARTICLE 29 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM                | ARTICLE 7  |
| RECOGNITION  | ARTICLE 2  |
| SEVERABILITY PROVISION                             | ARTICLE 38 |
| SICK LEAVE   | ARTICLE 15 |
| SUPPLEMENTAL STIPEND                               | ARTICLE 11 |
| TERM OF THE MEMORANDUM OF UNDERSTANDING            | ARTICLE 40 |
| TRANSFER   | ARTICLE 28 |
| TUITION REIMBURSEMENT                              | ARTICLE 6  |
| USE OF CITY FACILITIES                             | ARTICLE 34 |
| VACATION   | ARTICLE 13 |
| WAIVER PROVISION OF BARGAINING DURING TERM         | ARTICLE 36 |
| WELLNESS BENEFIT                                   | ARTICLE 10 |

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF BRISBANE AND  
THE CONFIDENTIAL 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 Confidential 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 (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States economy).

ARTICLE 2. RECOGNITION

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

Administrative Management Analyst  
Deputy City Clerk/Executive Assistant  
Human Resources Administrator  
Senior Human Resources Analyst

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever 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;
  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 Appendix A, which is hereby incorporated as though set forth in full.

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

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

1. Effective the first full pay period in January 2023, a Cost of Living Adjustment increase of 3%.
2. Effective the first full pay period in January 2024, a Cost of Living Adjustment increase of 3%.
3. Effective the first full pay period in July 2024, a minimum Cost of Living Adjustment increase of 6%.
4. Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will be reduced 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. Automobile Allowance - Employees of this unit are eligible to receive up to \$300 per month automobile allowance at the discretion of the City Manager. Employees of this unit who do not receive an auto allowance, but utilize their personal automobile while conducting City business, shall be reimbursed for mileage at the current rate as provided by the Internal Revenue Service (without any minimum).

1. Administrative Incentive 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 Incentive Leave annually to Confidential Employees in recognition of solid and consistent performance and significant contribution of time and effort over the past year. Such election shall be made prior to 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 - Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 to \$750 per month above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 - 6 hours per week but some weeks may be more and others less.
4. Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month beginning July 2023. Employees are only eligible to receive Bi-Lingual pay for one language and must pass a state exam showing competency in the second language in order to be eligible

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

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

Employees hired by the City and who have entered CalPERS membership 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 hires on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of the CalPERS will receive the Local 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

### 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 employee benefit allowance 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:** \$2577.74.66 + 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 three-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 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. WELLNESS BENEFIT

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

ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.

ARTICLE 12. 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. Additionally, the City will match a contribution from the employee at the rate of one dollar (\$1.00) per dollar (\$1.00) up to three percent (3.0%) of salary. Effective July 1, 2020, if the employee makes a voluntary contribution toward the 457 deferred compensation plan, the City will match such contribution at the rate of one dollar (\$1.00) per dollar (\$1.00) up to a maximum of four percent (4.0%) of salary. Effective July 1, 2021, if the employee makes a voluntary contribution toward the 457 deferred compensation plan, the City will match such contribution at the rate of one dollar (\$1.00) per dollar (\$1.00) up to a maximum rate of five percent (5.0%) of salary.

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

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

### ARTICLE 13. VACATION

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

| <b>Years of Continuous Service</b> | <b>Annual Accrual Amount</b> | <b>Maximum Accrual Amount</b> |
|------------------------------------|------------------------------|-------------------------------|
| First 4 years                      | 80 hours                     | 400 hours                     |
| After 4 years                      | 120 hours                    | 400 hours                     |
| After 9 years                      | 160 hours                    | 400 hours                     |

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

department. Failure to plan for and timely scheduling of vacation leave shall result in no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one that is submitted at least ten (10) days prior to the requested leave date(s).

- G. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriated documentation from the physician such leave will be changed to the employee's sick leave.
- H. 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 14. 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)

- B. Observance of Holidays

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

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

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

- C. All employees covered herein are eligible for an additional 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.

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

#### ARTICLE 15. SICK LEAVE

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 90 days of employment under original appointments, but shall receive credits for that period when 90 days of service have been attained.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the commencement of the shift. A department head may require an earlier notification where it is warranted due to operational needs.

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

Where the absence is, or is expected to be, for more than two workdays, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer, stating the cause of absence. At its discretion, the City may establish other methods of verification as it deems appropriate. These means shall require the prior approval of the

appointing authority and may include, but not be limited to, home visitation and examination by a physician selected by the City.

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

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits shall be applied to make up the difference between State benefits and full, base salary. However, sick leave shall not be paid for any absence of a law enforcement employee resulting from illness or injury arising out of the course of employment by the City.
- F. An employee may use all of their 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. 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.
- H. No accrued leave may be used for an injury or illness arising from outside employment.

#### ARTICLE 16. BEREAVEMENT LEAVE

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

#### ARTICLE 17. PERSONAL LEAVE

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 18. MILITARY LEAVE

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

#### ARTICLE 19. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments. 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 20. MATERNITY LEAVE

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

#### ARTICLE 21. 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 22. LONGEVITY RECOGNITION LEAVE

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.

#### ARTICLE 23. 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 24. OTHER LEAVES WITHOUT PAY

The appointing authority may grant a confidential 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 25. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

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

#### ARTICLE 26. LAYOFF PROCEDURE

See City Personnel Rules and Regulations

#### ARTICLE 27. DEMOTION

- A. Based upon an employee's request or upon an employee's demonstrated inability to perform the tasks of the position, the appointing authority may demote an employee to a position in a classification which carries a lower maximum rate of pay and which the employee is qualified to perform. Under these circumstances, the employee's new rate of pay shall be that step on the new salary range which most closely corresponds to the employee's former salary step.
- B. Where such action is based upon an employee's inability to perform the work of the current position, the employee may appeal the action of the appointing authority pursuant to Rule 15 of the City Rules and Regulations.
- C. Advance written notice of demotion, together with the effective date, shall be provided to the employee and the employee's department head.

#### ARTICLE 28. TRANSFER

- A. An employee may be transferred by the appointing authority from one position to another position in the same classification or in a comparable classification carrying the same maximum salary rate and which the employee is qualified to perform. Where a transfer would involve two (2) departments or two (2) divisions of the same department, the transfer shall be subject to the approval of both 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 to the employee and the affected managers.

#### ARTICLE 29. PROMOTIONS

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

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

#### ARTICLE 30. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

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

All original appointees shall serve a probationary period of twelve (12) months. Promotional appointees shall serve a probationary period of not less than six (6) 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.

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 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 29 set forth below (see Step 4).

#### ARTICLE 32. GRIEVANCE PROCEDURE

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

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

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

STEP 1: 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.

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

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

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

### ARTICLE 33. OUTSIDE EMPLOYMENT

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

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

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

### ARTICLE 34. USE OF CITY FACILITIES

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

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

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

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

#### ARTICLE 35. PROHIBITED ACTIVITIES

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

#### ARTICLE 36. WAIVER PROVISION OF BARGAINING DURING TERM OF AGREEMENT

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

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

#### ARTICLE 37. EMERGENCY WAIVER PROVISIONS

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

to meet with the City regarding their impact on employees of the suspension of these provisions in the Agreement.

#### ARTICLE 38. SEVERABILITY PROVISION

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

#### ARTICLE 39. PAST PRACTICE

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

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

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

#### ARTICLE 40. TERM OF THE MEMORANDUM OF UNDERSTANDING

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

## **RATIFICATION AND EXECUTION**

The City and the Confidential 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 Confidential 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.

### **CONFIDENTIAL EMPLOYEES GROUP**

Dated\_\_\_\_\_

By\_\_\_\_\_  
Jeannette Maldonado

By\_\_\_\_\_  
Elizabeth Solis

### **CITY OF BRISBANE**

By\_\_\_\_\_  
Clayton Holstine  
City Manager

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



A.

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

**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE  
CONFIDENTIAL MANAGEMENT GROUP**

**WHEREAS**, the City of Brisbane and the Confidential Management Group, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the Confidential Management 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 Confidential Management Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF BRISBANE  
AND THE  
CONFIDENTIAL MANAGEMENT GROUP

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|  |            |
|--|------------|
| BEREAVEMENT LEAVE                                  | ARTICLE 15 |
| CLASSIFICATION AND PAY PLAN                        | ARTICLE 5  |
| DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION      | ARTICLE 12 |
| DISCIPLINARY PROCEDURE                             | ARTICLE 26 |
| EMERGENCY WAIVER PROVISIONS                        | ARTICLE 31 |
| FAMILY AND MEDICAL LEAVE                           | ARTICLE 20 |
| HOLIDAYS   | ARTICLE 14 |
| HOUSING ASSISTANCE PROGRAM                         | ARTICLE 6  |
| INSURANCE  | ARTICLE 9  |
| JURY DUTY  | ARTICLE 18 |
| LAYOFF PROCEDURE                                   | ARTICLE 24 |
| LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY | ARTICLE 23 |
| LONGEVITY LEAVE                                    | ARTICLE 21 |
| MANAGEMENT RIGHTS AND IMPACT OF MGMT. RIGHTS       | ARTICLE 4  |
| MANDATORY ADMINISTRATIVE LEAVE                     | ARTICLE 22 |
| MATERNITY LEAVE                                    | ARTICLE 19 |
| MILITARY LEAVE                                     | ARTICLE 17 |
| NON-DISCRIMINATION                                 | ARTICLE 3  |
| OUTSIDE EMPLOYMENT                                 | ARTICLE 27 |
| OVERTIME   | ARTICLE 8  |
| PAST PRACTICE                                      | ARTICLE 33 |
| PERSONAL BUSINESS LEAVE                            | ARTICLE 16 |
| PERSONAL LEAVE                                     | ARTICLE 13 |
| PREAMBLE   | ARTICLE 1  |
| PROBATIONARY PERIOD AND PERFORMANCE RATING         | ARTICLE 25 |
| PROHIBITED ACTIVITIES                              | ARTICLE 29 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM                | ARTICLE 7  |
| RECOGNITION  | ARTICLE 2  |
| SEVERABILITY PROVISION                             | ARTICLE 32 |
| SUPPLEMENTAL STIPEND                               | ARTICLE 11 |
| TERM OF AGREEMENT                                  | ARTICLE 34 |
| USE OF CITY FACILITIES                             | ARTICLE 28 |
| WAIVER PROVISION OF BARGAINING DURING TERM         | ARTICLE 30 |
| WELLNESS BENEFIT                                   | ARTICLE 10 |

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRISBANE AND  
THE CONFIDENTIAL MANAGEMENT GROUP

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., the City of Brisbane and the Brisbane Confidential Management Group have entered into this Agreement. 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 this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (defined by the Federal Reserve as two consecutive quarters of negative growth in the United States economy).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Confidential Management Group as the majority representative for the bargaining unit consisting of the following classifications:

Assistant City Manager  
Administrative Services Director  
Finance Director  
Special Council

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever 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;
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 Appendix A, which is hereby incorporated as though set forth in full.

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, a Cost of Living Adjustment increase of 3.0%.
2. Effective the first full payroll period after January 1, 2024, a Cost of Living Adjustment increase of 3.0%.
3. Effective the first full payroll period after July 1, 2024, a minimum Cost of Living Adjustment increase of 6.0%.
4. Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will 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. The results of the survey will be used to reopen the contract for total compensation discussion. 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. Additional Compensation

1. Automobile Allowance - Employees of this unit are eligible to receive up to \$300 per month automobile allowance or be provided a City vehicle at the discretion of the City Manager.
2. Management Incentive Leave – On or about the second pay period of August each year, the City Manager may grant up to 10 days management incentive leave annually to Confidential Management employees in recognition of performance and significant contribution of time and effort over the past year. Based upon the determination of the City Manager as to the ability of the City to afford paying out management incentive, the employee can elect to receive this leave in the form of time off or pay. Employees shall elect whether to receive leave in the form of time off or pay 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. If there is an inability of the City to pay out Administrative Leave, it will be awarded as leave time. 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 management incentive leave shall be prorated.

3. Employees in this unit may be appointed to act as Deputy City Manager or Director of Emergency Services. Appointment to these positions is at the discretion of the City Manager. An employee so appointed shall be eligible to receive up to 10.0% of his/her current base salary.
4. Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month effective the first pay period in July 2023. This incentive will be paid on a bi-weekly basis. Employees are only eligible to receive Bi-Lingual pay for one language and must pass a state exam showing competency in the second language in order to be eligible.

#### ARTICLE 6. HOUSING ASSISTANCE PROGRAM

The City Council hereby establishes a policy of encouraging Confidential Management employees to participate in the community as a resident of Brisbane. To that end, the City Manager and City Attorney shall implement a Housing Assistance Program.

Such assistance may be provided in the form of a housing allowance in the sum of \$250 per month for an employee who resides in Brisbane.

The City Manager may also offer loans to Confidential Management employees on a case-by-case basis to provide the employee with assistance in purchasing housing. The City Manager shall administer the program and shall review the circumstances and financial need of the Confidential Management employee in order to determine the most appropriate means, if any, to effectuate the housing financing consistent with the financial conditions of the City and such other pertinent factors as the City Manager deems applicable. Arrangements for housing financing shall be reviewed and approved by the City Attorney prior to being presented to the City Council for final approval. In no event is the City obligated to provide such assistance and may in its sole discretion terminate or modify this Housing Assistance Program.

#### 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 hires on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of the CalPERS will receive the Local 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)

#### ARTICLE 8. OVERTIME

As defined by the Fair Labor Standards Act, employees in the Confidential Management Group are considered exempt and as such are exempted from the Act’s overtime requirements.

#### ARTICLE 9. INSURANCE

##### A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA currently at \$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 Insurance & Long Term Disability

The City shall maintain in effect for the term of this agreement the 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. WELLNESS BENEFIT

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

#### ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

#### ARTICLE 12. 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 11. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of five percent (5.0%) or more of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to a maximum rate of five percent (5.0%).

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

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

#### ARTICLE 13. PERSONAL LEAVE

Employees shall be granted Personal Leave which will be equivalent to the amount of vacation hours and sick leave hours provided to the Executive Management Group. Previous accumulated vacation time will be converted to Personal Leave. Previously accumulated sick leave will remain as sick leave. There shall not be a maximum number of hours accumulated within the Personal Leave account.

#### ARTICLE 14. 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)

B. Observance of Holidays

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

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

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

C. All employees covered herein are eligible for an additional 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.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. Based on the number of months remaining in the calendar year upon the conclusion of six months of employment, the employee is eligible for paid holiday time (floating holidays) on a pro rata basis (2 hours per month).

#### ARTICLE 15. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the City Manager 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 City Manager or designee may approve use of leave for this purpose for other than the family members defined above. The City Manager or designee may also approve extensions to such leaves due to unusual circumstances.

#### ARTICLE 16. PERSONAL BUSINESS LEAVE

Employees may use up to one (1) day per year of sick leave for 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 City Manager 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 City Manager 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 City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

#### 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 official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation 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. The policies and procedures covering this article are set forth in the Administrative Manual.

#### ARTICLE 20. FAMILY AND MEDICAL LEAVE

Family and Medical leave shall be granted in accordance with the applicable Federal provisions. The policies and procedures covering this article are set forth Administrative Manual.

#### 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 increase shall be given to any employee who has twenty (20) years of consecutive service as of January 1, 2023.

#### ARTICLE 22. MANDATORY ADMINISTRATIVE LEAVE

The City Manager, in his sole discretion, may place an employee 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 or where such leave is in the best interest of the City. The City Manager shall advise the City Council, prior to granting such leave.

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

Except as provided under State and Federal 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 coverages.

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

#### ARTICLE 24. LAYOFF PROCEDURE

City Personnel Rules and Regulations, Section 12.02.

#### ARTICLE 25. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

For Confidential Management employees, 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 Confidential Management employees shall serve a probationary period of 12 months. The appointing authority in his/her sole discretion may extend the probationary period another six months.

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

#### ARTICLE 26. DISCIPLINARY PROCEDURE

Every Confidential Management employee shall be subject to disciplinary action only for just cause including, but not limited to, performance, and matters which are the subject of disciplinary action as contained within the Personnel Rules and Regulations of City. Such Confidential Management employees also have the rights of review and appeal provided to all other employees of the City (Resolution 94-13).

#### ARTICLE 27. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking that 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 28. USE OF CITY FACILITIES

Upon reasonable advance notice, the City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they

represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

The City Manager or designee may grant exceptions to the aforementioned on-duty policy 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 Group 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 Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

#### ARTICLE 29. PROHIBITED ACTIVITIES

No employee or 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 30. 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.

#### ARTICLE 31. 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 the impact on employees due to the suspension of these provisions in the Agreement.



### ARTICLE 32. 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 33. PAST PRACTICE

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

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

### ARTICLE 34. TERM OF THE MEMORANDUM OF UNDERSTANDING

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

**RATIFICATION AND EXECUTION**

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

CONFIDENTIAL MANAGEMENT  
GROUP

Dated 12/5/2022

By   
Stuart Schillinger

CITY OF BRISBANE

By   
Clayton Holstine  
City Manager

By   
Abby Partin  
Human Resources Administrator

**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE  
EXECUTIVE MANAGEMENT GROUP**

**WHEREAS**, the City of Brisbane and the Executive Management Group, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the Executive Management 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 Executive Management Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF BRISBANE  
AND THE  
EXECUTIVE MANAGEMENT GROUP

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|  |            |
|--|------------|
| BEREAVEMENT LEAVE                                      | ARTICLE 16 |
| CLASSIFICATION AND PAY PLAN                            | ARTICLE 5  |
| DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION          | ARTICLE 12 |
| DISCIPLINARY PROCEDURE                                 | ARTICLE 27 |
| EMERGENCY WAIVER PROVISIONS                            | ARTICLE 32 |
| FAMILY AND MEDICAL LEAVE                               | ARTICLE 21 |
| HOLIDAYS   | ARTICLE 14 |
| HOUSING ASSISTANCE PROGRAM                             | ARTICLE 6  |
| INSURANCE  | ARTICLE 9  |
| JURY DUTY  | ARTICLE 19 |
| LAYOFF PROCEDURE                                       | ARTICLE 25 |
| LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY     | ARTICLE 24 |
| LONGEVITY RECOGNITION INCENTIVE                        | ARTICLE 22 |
| MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS      | ARTICLE 4  |
| MANDATORY ADMINISTRATIVE LEAVE                         | ARTICLE 23 |
| MATERNITY LEAVE  | ARTICLE 20 |
| MILITARY LEAVE   | ARTICLE 18 |
| NON-DISCRIMINATION                                     | ARTICLE 3  |
| OUTSIDE EMPLOYMENT                                     | ARTICLE 28 |
| OVERTIME   | ARTICLE 8  |
| PAST PRACTICE  | ARTICLE 35 |
| PERSONAL LEAVE   | ARTICLE 17 |
| PREAMBLE   | ARTICLE 1  |
| PROBATIONARY PERIOD AND PERFORMANCE RATING             | ARTICLE 26 |
| PROHIBITED ACTIVITIES                                  | ARTICLE 30 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM                    | ARTICLE 7  |
| RECOGNITION  | ARTICLE 2  |
| SEVERABILITY PROVISION                                 | ARTICLE 33 |
| SICK LEAVE   | ARTICLE 15 |
| SUPPLEMENTAL STIPEND & MEDICAL AFTER RETIRMENT ACCOUNT | ARTICLE 11 |
| TOTAL COMPENSATION PROVISION                           | ARTICLE 34 |
| TERM OF THE MEMORANDUM OF UNDERSTANDING                | ARTICLE 36 |
| USE OF CITY FACILITIES                                 | ARTICLE 29 |
| VACATION   | ARTICLE 13 |
| WAIVER PROVISION OF BARGAINING DURING TERM             | ARTICLE 31 |
| WELLNESS BENEFIT                                       | ARTICLE 10 |

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRISBANE AND  
THE EXECUTIVE MANAGEMENT GROUP

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., the City of Brisbane and the Brisbane Executive Management Group have entered into this Agreement. 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 this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research and defined as two consecutive quarters of negative growth in the United States Gross Domestic Product (GDP)).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Executive Management Employees Group as the majority representative for the bargaining unit consisting of the following classifications:

Assistant to the City Manager  
City Clerk

Community Development Director  
Director of Marina and Aquatic Services

Marina Services Director

Parks & Recreation Director

Public Works Director/City Engineer

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever 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;
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 PLAN

### A. Salaries

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

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, a Cost of Living Adjustment increase of 3.0%.
2. Effective the first full payroll period after January 1, 2024, a Cost of Living Adjustment increase of 3.0%.
3. Effective the first full payroll period after July 1, 2024, a Cost of Living Adjustment minimum increase of 6.0%.
4. Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will be reduced 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. The results of the survey will be used to reopen the contract for total compensation discussion. 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. Additional Compensation

1. Auto Allowance: Employees of this unit are eligible to receive up to \$300 per month automobile allowance or be provided a City vehicle at the discretion of the City Manager.
2. Management Incentive: On or about the second pay period of August each year, the City Manager may grant up to 10 days management incentive annually to Executive Management in recognition of solid and consistent performance and significant contribution of time and effort over the past year. Based upon the determination of the City Manager as to the ability of the City to afford paying out Management Incentive time, the employee can elect to receive this leave in the form of time off or pay. Employees shall elect whether to receive leave in the form of time off or pay prior to 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. If there is an inability of the City to pay out Management Incentive, it will be awarded as leave time. 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 management incentive leave shall be prorated.

3. Assignment Pay – Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 and \$750 per month above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 – 6 hours per week but some weeks may be more and others less.
4. Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month effective the first pay period in July 2023. This incentive will be paid on a bi-weekly basis. Employees are only eligible to receive Bi-Lingual pay for one language and must pass a state exam showing competency in the second language in order to be eligible.

#### ARTICLE 6. HOUSING ASSISTANCE PROGRAM

The City Council hereby establishes a policy of encouraging Executive Management employees to participate in the community as a resident of Brisbane. To that end, the City Manager and Finance Director shall implement a Housing Assistance Program.

Such assistance may be provided in the form of a housing allowance in the sum of \$250 per month for an employee who resides in Brisbane.

The City Manager may also offer loans to Executive Management employees on a case-by-case basis to provide the employee with assistance in purchasing housing. The City Manager shall administer the program and shall review the circumstances and financial need of the Executive Management employee in order to determine the most appropriate means, if any, to effectuate the housing financing consistent with the financial conditions of the City and such other pertinent factors as the City Manager deems applicable. Arrangements for housing financing shall be reviewed and approved by the City Attorney prior to being presented to the City Council for final approval. In no event is the City obligated to provide such assistance and may in its sole discretion terminate or modify this Housing Assistance Program.

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

- A. 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%

- B. 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%
- C. 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%
- D. 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 in the Executive Management Group are considered exempt and as such are exempted from the Act’s overtime requirements.

#### ARTICLE 9. INSURANCE

##### A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA), currently at \$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 Insurance & Long Term Disability

The City shall maintain in effect for the term of this agreement the existing life and long-term disability insurance plans.

#### E. Vision Care Insurance

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

#### F. Employee Assistance Program

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

### ARTICLE 10. WELLNESS BENEFIT

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

### ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

## ARTICLE 12. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

Effective January 18, 2011, for employees hired on or after July 1, 2008 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward one of the City's 457 deferred compensation plans and the above Article 10. Supplemental Stipend will not apply. In the event the employee makes a voluntary contribution of up to five percent (5.0%) or more of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to a maximum rate of five percent (5.0%).

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

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

## ARTICLE 13. VACATION

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

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

B. Vacation credits shall be accrued pro rata on each pay period.

C. 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.

D. Subject to approval by the appointing authority, 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.

- E. If operational needs are such that an employee cannot take all or part of his annual vacation in a particular calendar year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the appointing authority.
- F. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation at any time shall not exceed two years annual accrual without approval of the appointing authority. All vacation deferments approved by the City Manager shall be furnished to Human Resources in such form as may be specified.
- G. Employees of this unit may be eligible for the second tier of Vacation Leave above, if upon the date of hire, said employee possesses nine (9) years or more demonstrated experience in their respective field of hire. This advanced vacation leave allowance shall be awarded to a new or recently hired employee at the discretion of the City Manager. Employees who are awarded the second tier vacation leave allowance shall move to the third and final tier after four years' service with the City. The third tier of vacation shall be the maximum allowable annual vacation accrual.
- H. 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 14. 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)

- B. Observance of Holidays

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

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

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

- C. All employees covered herein are eligible for an additional 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.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. Based on the number of months remaining in the calendar year upon the conclusion of six months of employment, the employee is eligible for paid holiday time (floating holidays) on a pro rata basis (2 hours per month).

#### ARTICLE 15. 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 at his discretion, but shall be allowed only where justified by necessity and actual personal sickness or disability.

The following provisions shall govern the accrual and usage of sick leave:

- 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. 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 City Manager 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 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.

- D. 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.

- E. 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 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.
- F. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits may be applied to make up the difference between State benefits and full, base salary.
- G. 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.
- H. Accrued sick leave may 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 16. BEREAVEMENT LEAVE

Up to five working days per occurrence may be granted by the City Manager 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 City Manager or designee may approve use of leave for this purpose for other than the family members defined above. The City Manager or designee may also approve extensions to such leaves due to unusual circumstances.

#### ARTICLE 17. PERSONAL LEAVE

Employees may use up to one (1) day of sick leave per year for purpose of conducting personal business which cannot be accommodated on the employee's own time and is not necessarily related to medical or illness issues. Use of this leave must be approved in advance by the City Manager and shall be deducted from the employee's sick leave balance.



## ARTICLE 18. MILITARY LEAVE

Military leave shall be granted in accordance with the provisions of the State Military and Veterans code. An employee requesting leave for this purpose shall provide the City Manager 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 City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

## ARTICLE 19. JURY DUTY

An employee who is called to serve as a juror shall be entitled to leave during the period of such service or while necessarily being present in court as the result of such a summons. Under these circumstances, the employee shall be paid his full salary for this period, provided the employee remits jury fees received to the City. Such fees shall not include mileage reimbursements or subsistence payments. 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 official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation may be used for this purpose.

## ARTICLE 20. MATERNITY LEAVE

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

## ARTICLE 21. FAMILY AND MEDICAL LEAVE

Family and Medical leave shall be granted in accordance with the applicable Federal provisions.

## ARTICLE 22. LONGEVITY RECOGNITION INCENTIVE

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

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

## ARTICLE 23. MANDATORY ADMINISTRATIVE LEAVE

The City Manager, in his sole discretion, may place an employee 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 or where such leave is in the best interest of the City. The City Manager shall advise the City Council, prior to granting such leave.

#### ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY: EFFECT ON SENIORITY AND BENEFITS

Except as provided under State and Federal 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 coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

#### ARTICLE 25. LAYOFF PROCEDURE

City Personnel Rules and Regulations.

#### ARTICLE 26. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

For Executive Management employees, 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 Executive Management employees shall serve a probationary period of twelve (12) months. The appointing authority in his/her sole discretion may extend the probationary period another six months.

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

#### ARTICLE 27. DISCIPLINARY PROCEDURE

Every Executive Management employee shall be subject to disciplinary action only for just cause including, but not limited to, performance, and matters which are the subject of disciplinary action as contained within the Personnel Rules and Regulations of City. Such Executive Management employees also have the rights of review and appeal provided to all other employees of the City (Resolution 94-13).

#### ARTICLE 28. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking that 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 29. USE OF CITY FACILITIES

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

The City Manager or designee may grant exceptions to the aforementioned on-duty policy 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 Group 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 Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

#### ARTICLE 30. PROHIBITED ACTIVITIES

No employee or 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 31. 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.

#### ARTICLE 32. 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 the impact on employees due to the suspension of these provisions in the Agreement.

#### ARTICLE 33. 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 34. TOTAL COMPENSATION SURVEY PROVISION

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.

#### ARTICLE 35 PAST PRACTICE

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

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

#### ARTICLE 36 TERM OF THE MEMORANDUM OF UNDERSTANDING

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

## RATIFICATION AND EXECUTION

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

EXECUTIVE MANAGEMENT  
GROUP

CITY OF BRISBANE

Dated \_\_\_\_\_

By \_\_\_\_\_  
Clayton Holstine  
City Manager

By \_\_\_\_\_  
Randy Breault

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

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

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE GENERAL EMPLOYEES ASSOCIATION

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

**WHEREAS**, the City of Brisbane and the General Association Employees 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 General Employees Association is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

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

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

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



|   |    |
|---|----|
| ARTICLE 30. LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY AND BENEFITS | 22 |
| ARTICLE 31. UNIFORM SUPPLY AND MAINTENANCE .....                            | 22 |
| ARTICLE 32. LAYOFF PROCEDURE .....  | 22 |
| ARTICLE 33. DEMOTIONS .....   | 22 |
| ARTICLE 34. TRANSFER .....  | 22 |
| ARTICLE 35. PROMOTIONS.....   | 22 |
| ARTICLE 36. TRAINING .....  | 22 |
| ARTICLE 37. PROBATIONARY PERIOD AND PERFORMANCE RATINGS .....               | 23 |
| ARTICLE 38. DISCIPLINARY PROCEDURE .....                                    | 24 |
| ARTICLE 39. GRIEVANCE PROCEDURE.....  | 24 |
| ARTICLE 40. OUTSIDE EMPLOYMENT .....  | 26 |
| ARTICLE 41. USE OF CITY FACILITIES .....                                    | 26 |
| ARTICLE 42. PROHIBITED ACTIVITIES .....                                     | 26 |
| ARTICLE 43. WAIVER PROVISION ON BARGAINING DURING TERM OF AGREEMENT         | 27 |
| ARTICLE 44. EMERGENCY WAIVER PROVISIONS .....                               | 27 |
| ARTICLE 45. SEVERABILITY PROVISION.....                                     | 27 |
| ARTICLE 46. PAST PRACTICES .....  | 27 |
| ARTICLE 47. TERM OF THE MEMORANDUM OF UNDERSTANDING .....                   | 28 |

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

**ARTICLE 1. PREAMBLE**

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

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

**ARTICLE 2. RECOGNITION**

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

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

**ARTICLE 3. NON-DISCRIMINATION**

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

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

#### ARTICLE 4. MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS

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

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

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

#### B. Impact of Management Rights

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

### ARTICLE 5. CLASSIFICATIONS AND PAY RATES

#### A. Salaries

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

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

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

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

## Total Compensation Study

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

## B. Acting Pay

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

## C. Assignment Pay

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

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

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

## ARTICLE 6. OVERTIME

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

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

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

#### ARTICLE 7. CALLBACK PAY

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

#### ARTICLE 8. STAND-BY PAY

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

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

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

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

## ARTICLE 9. MEALS

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

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

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

## ARTICLE 11. INSURANCE

### A. CalPERS Employer Health Contribution

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

### B. Flexible Compensation Plan

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

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

1. Effective December 2022, the City's contribution toward the Flexible Compensation Plan will increase by 3% to the following amounts:

**No Plan:** \$700.29

**Single Party:** \$835.29 + PEMHCA

**Two Party:** \$1831.81 + PEMHCA

**Family:** \$2429.77 + PEMHCA



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

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

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

#### C. Dental Benefits

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

##### Maximum Coverage:

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

#### D. Life and Long Term Disability Insurance

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

#### E. Vision Care Insurance

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

#### F. Employee Assistance Program

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

### ARTICLE 12. WELLNESS BENEFIT

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

### ARTICLE 13. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

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

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

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

#### ARTICLE 14. TUITION REIMBURSEMENT PROGRAM

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

#### ARTICLE 15. SUPPLEMENTAL STIPEND

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

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

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

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

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

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

#### ARTICLE 17. VACATION

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

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

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

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

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

## ARTICLE 18. HOLIDAYS

### General Employee holidays:

- A. The City shall observe the following holidays for general employees, except employees of the Public Works Department crew and Marina Department:

January 1 (New Year's Day)  
 The third Monday in January (Martin Luther King, Jr. Day)  
 The third Monday in February (President's Day)  
 March 31 (Cesar Chavez Day)  
 The last Monday in May (Memorial Day)  
 June 19 (Juneteenth)  
 July 4 (Independence Day)  
 The first Monday in September (Labor Day)  
 November 11 (Veteran's Day)  
 Fourth Thursday in November (Thanksgiving Day)  
 Day After Thanksgiving  
 December 24 (Christmas Eve)  
 December 25 (Christmas Day)  
 December 31 (New Year's Eve)

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

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

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

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

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

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

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

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

### New Year's Eve Day

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

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

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

- E. Observance of Holidays

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

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

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

## ARTICLE 19. ATTENDANCE

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

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

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

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

## ARTICLE 20. SICK LEAVE

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

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

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

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

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



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

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

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

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

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

#### ARTICLE 21. BEREAVEMENT LEAVE

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

#### ARTICLE 22. PERSONAL LEAVE

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

#### ARTICLE 23. MILITARY LEAVE

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

#### ARTICLE 24. JURY DUTY

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

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

#### ARTICLE 25. MATERNITY LEAVE

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

## ARTICLE 26. MEDICAL LEAVE

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

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

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

## ARTICLE 27. LONGEVITY RECOGNITION LEAVE

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

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

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

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

## ARTICLE 28. MANDATORY ADMINISTRATIVE LEAVE

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

## ARTICLE 29. OTHER LEAVES WITHOUT PAY

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

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

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

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

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

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

#### ARTICLE 31. UNIFORM SUPPLY AND MAINTENANCE

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

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

#### ARTICLE 32. LAYOFF PROCEDURE

City Personnel Rules and Regulations.

#### ARTICLE 33. DEMOTIONS

City Personnel Rules and Regulations.

#### ARTICLE 34. TRANSFER

City Personnel Rules and Regulations.

#### ARTICLE 35. PROMOTIONS

City Rules and Regulations.

#### ARTICLE 36. TRAINING

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE 38. DISCIPLINARY PROCEDURE

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

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

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

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

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

#### ARTICLE 39. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

- STEP 2      An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to his department head within seven (7) working days from the date of the immediate supervisor's decision. The department head shall respond to the grievance in writing within seven (7) working days from the date of its receipt.
- STEP 3      If the employee is dissatisfied with the decision of the department head in Step 2, he may submit the grievance to the appointing authority within ten (10) working days from receipt of the department head's response. The appointing authority, or his designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period the appointing authority, at his discretion, may conduct an informal hearing involving the parties to the dispute.
- STEP 4      For any disciplinary suspensions, disciplinary demotions or disciplinary terminations and for no other action(s), an employee who is dissatisfied with the decision of the appointing authority in Step 3 may submit the grievance to arbitration within ten (10) working days from receipt of the appointing authority's decision.

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

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

#### ARTICLE 40. OUTSIDE EMPLOYMENT

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

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

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

#### ARTICLE 41. USE OF CITY FACILITIES

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

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

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

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

#### ARTICLE 42. PROHIBITED ACTIVITIES

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



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

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

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

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

#### ARTICLE 44. EMERGENCY WAIVER PROVISIONS

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

#### ARTICLE 45. SEVERABILITY PROVISION

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

#### ARTICLE 46. PAST PRACTICES

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

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

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

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

#### **RATIFICATION AND EXECUTION**

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

GENERAL EMPLOYEES  
ASSOCIATION

CITY OF BRISBANE

Dated \_\_\_\_\_

By \_\_\_\_\_  
Clayton Holstine  
City Manager

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

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

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

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

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

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

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400, AFL-CIO

**WHEREAS**, the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO, have met and conferred in accordance with the requirements of the Meyers-Milias-Brown Act; and

**WHEREAS**, the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO 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 International Association of Firefighters, Local 2400, AFL-CIO is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2020-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF BRISBANE  
AND THE  
INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
LOCAL 2400, AFL-CIO

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|   |            |
|---|------------|
| Attendance  | Section 28 |
| Bereavement Leave   | Section 24 |
| Bilingual Pay   | Section 11 |
| Call Back Pay   | Section 9  |
| CPR Training Stipend  | Section 15 |
| Deferred Compensation   | Section 16 |
| Demotion  | Section 33 |
| Discharge or Discipline                                       | Section 38 |
| Education Incentive   | Section 43 |
| Emergency Management Authority                                | Section 37 |
| Emergency Medical Technician Incentive                        | Section 43 |
| Grievance Procedure   | Section 42 |
| Health & Welfare  | Section 13 |
| Holiday Compensation  | Section 20 |
| Hours of Work and Work Schedules                              | Section 7  |
| Industrial Injury or Illness                                  | Section 22 |
| Jury Duty   | Section 31 |
| Layoff Procedure  | Section 32 |
| Leaves of Absence Without Pay, Effect on Seniority & Benefits | Section 30 |
| Limited Duties for Disabled Employees                         | Section 36 |
| Longevity Pay   | Section 12 |
| Management Rights   | Section 4  |
| Maternity Leave   | Section 25 |
| Military Leave  | Section 26 |
| Non-Discrimination  | Section 3  |
| Other Leaves Without Pay                                      | Section 29 |
| Out-of-Class Pay and Assignment Pay                           | Section 10 |
| Outside Employment  | Section 40 |
| Overtime  | Section 8  |
| Past Practices and Existing Memoranda of Understanding        | Section 46 |
| Personnel Files   | Section 39 |
| Physical Fitness  | Section 19 |
| Probationary Period and Performance Ratings                   | Section 35 |
| Prohibited Activities   | Section 41 |
| Promotions  | Section 34 |
| Public Employee's Retirement System                           | Section 18 |
| Recognition   | Section 1  |
| Seniority   | Section 44 |
| Separability of Provisions                                    | Section 45 |
| Sick Leave  | Section 23 |
| Supplemental Stipend  | Section 14 |
| Tuition Reimbursement   | Section 17 |
| Uniforms  | Section 27 |
| Union Rights  | Section 5  |
| Union Security  | Section 2  |
| Vacation  | Section 21 |
| Wages   | Section 6  |
| Paramedic Program   | Appendix A |
| Modified Work (Light Duty)                                    | Appendix B |

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRISBANE  
AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 2400, AFL-CIO

This Memorandum of Understanding is entered into between the City of Brisbane and International Association of Firefighters, Local 2400, AFL-CIO, pursuant to the provisions of Section 3500 et seq of the Government Code of the State of California.

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

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

This Memorandum of Understanding shall be presented to the City Council of the City of Brisbane as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2022 and ending June 30, 2025.

Section 1. Recognition

A. Union Recognition

The City of Brisbane recognizes the International Association of Firefighters, Local 2400, AFL-CIO as the employee organization representing a majority of the employees included below. The Unit consists of all employees in classifications as may be added to the Unit by the City during the term of this Memorandum.

Classifications included in the Unit:

Firefighter I/II  
Firefighter/Paramedic I/II  
Fire Prevention Officer  
Fire Captain  
Firefighter Trainee\*

\* The classification of Firefighter Trainee is intended for new employees during the attendance of the Firefighter Recruit Academy only.

B. City Recognition

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, hereinafter referred to as the "City" in employer-employee relations.

### C. Mergers

In the event the City of Brisbane should execute an agreement to merge its fire department and a fire department in any other city, county, or state, the City agrees to reopen this Memorandum to meet pursuant to 3505 of the Government Code regarding classifications, seniority and matters relating to the employment conditions and employer-employee relations.

## Section 2. Union Security

### A. Payroll Deduction

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

### B. Authorized Representatives

The Union shall provide and maintain with the City's authorized labor relations representative and the Fire Chief, a list of the current officials of the Union as well as the names of any other person(s) who are authorized to officially represent the Union in its dealings with the City. No more than two (2) authorized representatives of the Union shall be City employees.

An authorized representative of the Union shall have the right to contact an individual employee represented by the Union in a City facility during the employees work hours on matters concerning wages, hours and other conditions of employment. The authorized representative shall provide reasonable notice to the employee's immediate supervisor prior to entering the work location of the employee and shall attempt to arrange contact times which either coincide with an employee's lunch period or which occur after 1700 hours and prior to 0800 hours. An employee's immediate supervisor shall have the right to make arrangements for a contact location and/or contact time that is the least disruptive to the employee's work assignments and departmental operations.

### C. Use of City Facilities, Equipment and Records, Meeting Facilities

City Department facilities will be made available to the Union for the purpose of meeting with represented employees, provided that the Union vice-president or Officer makes a written request to the Fire Chief or designee generally two (2) calendar days in advance of the meeting, except in cases of emergency. This request can be made verbally if followed by a written notation; and the two-day limit will not be required in case of unforeseen circumstances. Meetings of Union representatives and represented employees shall not be permitted during 0800 and 1700 hours, excepting the lunch period. Meetings shall be defined as an organized assembly of a minimum of five (5) union members.

### D. Bulletin Boards. The City will furnish adequate space for bulletin boards to be placed at reasonable locations for the exclusive use of the Union. The Union agrees to post nothing of discreditory nature to the City or its employees or which could be offensive to members of the general public and other visitors to the fire station(s). The Union shall be responsible for maintaining bulletin boards exclusively used by the Union in an orderly condition and shall promptly remove outdated materials.

- E. Union Reading Files. The Union shall be allowed to maintain a Union reading file at each work location of represented employees. The Union reading file shall be used for the purpose of distributing material and information such as recent developments in employee grievances and other controversial issues which are not suitable for posting on bulletin boards accessible to the general public and other visitors of fire stations.
- F. Use of Fire Department Equipment Supplies and Services  
The Fire Department shall allow the Union to locate a Union file cabinet at the Main Fire Station. The Union may use a desk at the Main Fire Station provided that the Fire Department's service needs do not preclude the use of the desk by the Union. The Union may be allowed to use the Fire Department's copy and telephone equipment and supplies provided that the Union reimburses the Department for the cost of such Union use.

### Section 3. Non-Discrimination

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.

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

Whenever a gender pronoun is used in this Memorandum of Understanding, it shall be understood to include all genders.

### Section 4. Management Rights

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

- 1) To manage the City generally and to determine the issues of policy.
- 2) To determine the existence or non-existence of facts which are the basis of the management decision.
- 3) To determine the necessity of organization or any service or activity conducted by the City and expand or diminish services.
- 4) To determine the nature, manner, means, technology, and extent of services to be provided to the public.
- 5) Methods of financing.



- 6) Types of equipment or technology to be used.
- 7) To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operations are to be conducted.
- 8) To determine and change the number of locations, re-locations and of types operations, processes and materials to be used in carrying out an City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- 9) To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments.
- 10) To relieve employees from duties for lack of work or similar non-disciplinary reasons.
- 11) To establish and modify productivity and performance programs and standards.
- 12) To discharge suspend, demote or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in City Personnel Rules and Regulations.
- 13) To determine job classifications and to reclassify employees.
- 14) To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and City's Rules and Regulations.
- 15) To determine policies, procedures and standards for selection, training and promotion of employees.
- 16) To establish employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
- 17) To maintain order and efficiency in its facilities and operations.
- 18) To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this Agreement.
- 19) To take any and all necessary action to carry out the mission of the City in emergencies.

#### Section 5. Union Rights

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

Except in cases of emergency, reasonable advance written notice shall be given the Union of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City or the City Council and the Union shall be given the opportunity to meet with City representatives prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior

notice or meeting with the Union, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation. A copy of any such ordinance, rule, resolution or regulation shall be provided to the Union together with the notice required by this Section 5, whenever possible.

#### Section 6. Wages

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

A. 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, the bargaining unit will receive a Cost of Living Adjustment increase of 3.0%.
- 2) Effective the first full pay period in January 2024, the bargaining unit will receive a Cost of Living Adjustment increase of 3.0%.
- 3) Effective the first full pay period in July 2024, the bargaining unit will receive a minimum Cost of Living Adjustment increase of 6.0%.
- 4) Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 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. Compensation Study: The City will complete a total compensation market survey that will include data that is in effect on January 31, 2024. 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. The parties will explore the feasibility of a median implementation strategy. Should another Bargaining Unit receive more favorable terms regarding implementation of a compensation study, then those same provisions shall apply to this unit. 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. 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. Employees who are on continuous paid regular service or a partial pay period shall receive pro-rated compensation for the pay period at the rate of 1/112 of the employee's bi-weekly wage rate for each hour of the pay period that the employee was on continuous paid service.

An employee on continuous paid regular service shall be an employee who is on a full-time regular employment status with the City in a classification covered by this Memorandum of Understanding.

D. Creation of Firefighter II Position - A new position between Firefighter/Paramedic and Captain will be established starting in January 2023. The steps will be set 10% above Firefighter/Paramedic. Employees promoted to this position will be placed at the step which is closest to but higher than their current monthly salary. When a Firefighter II is promoted to a Captain position, they will be

placed at the step closest to but higher than their current monthly salary. This position will be an internal promotional opportunity.

## Section 7. Hours of Work & Work Schedules

### A. Normal Hours of Work

This section is intended to define the normal hours of work and work schedule for an employee and is not to be interpreted as a guarantee of hours or shifts of work.

Employees shall report at the beginning of their workday in appropriate uniform and in conformance with Department grooming standards, and ready to work at the location to which they were directed by the Fire Chief or designated representative. The regular workplace shall be the Brisbane fire station, 3445 Bayshore Blvd., Brisbane. The employee's work routine and responsibilities shall be as specified and determined by the City of Brisbane Job Description for the respective position, the City Rules and Regulations, the Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO, and the Fire Department Standard Operating Procedures.

**On-Duty Shift Defined:** An On-Duty shift shall be twenty-four (24) consecutive hours of on-duty time beginning at 0800 hours each calendar day and ending at 0800 hours the following calendar day. For the purpose of this Section, an On-Duty shift shall be signified by the symbol "X".

An employee is required to report for duty on his or her scheduled on-duty shift no later than 0800 hours. Employees shall not depart from their on-duty shift and station until properly relieved.

**Off-Duty Shift Defined:** An Off-Duty shift shall be twenty-four (24) consecutive hours of off-duty time beginning at 0800 hours each calendar day and ending at 0800 hours the following calendar day. For the purpose of this Section, an Off-Duty shift shall be signified by the symbol "O".

**Tour of Duty Defined:** A Tour of Duty is a sequence of On-Duty and Off-Duty shifts. An employee assigned to Fire Suppression shall work a normal schedule that shall include on-duty shifts arranged into tours of duty within a specified shift schedule, which results in an average of fifty-six (56) hours per week.

**Work Periods Defined:** A work period shall be a series of Tours of Duty over a period of 24 days. For example: XXOOOOXXOOOOXXOOOOXXOOOO.

Employees assigned to a position in Fire Suppression shall work a 7(k) work period. The duty cycle (average of 56-hours per week) shall be two (2) tours of duty in six (6) days. The workday will begin at 8:00 AM and end at 8:00 AM on the following day. The work period shall be 24 days, where the maximum non-overtime hours will be 182 hours. The City shall retain the right to change the duty cycle and/or work period, so long as the change is intended to be permanent and not done to avoid overtime obligations required under the Fair Labor Standards Act.

The normal work period for employees assigned to positions in other than Fire Suppression shall begin on Monday and end on Sunday (40-hours per work week) and the hours worked will normally fall between 8:00 AM and 5:00 PM each day.

**B. Rest Periods**

A rest period of fifteen (15) minutes will be permitted between 0800 hours and 1200 hours and one between 1300 hours and 1700 hours during the normal on-duty shifts or day, provided that such rest periods do not interfere with the effective operations of the Fire Service. Lunch periods generally shall be between the hours of 1200 hours and 1300 hours, and the dinner period generally shall be between the hours of 1700 hours and 1900 hours.

**C. Trade Time**

Departmental permission for an employee to trade on-duty shift time with another employee shall not be construed as departmental alteration of an employee's normal hours of work or work schedule nor shall such departmentally permitted trades of on-duty shift time between employees be construed as ordered and authorized work in excess of an employee's normal hours of work and work schedule for purposes of establishing eligibility for overtime compensation of any kind. Shift exchanges/trades shall be governed by department Standard Operating Procedure (SOP).

**Section 8. Overtime**

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

For employees assigned an average forty (40) hour workweek, the workday shall be eight (8) hours unless otherwise assigned by the Fire Chief and for employees assigned an average fifty-six (56) hour workweek, the work period shall be twenty-four (24) hours.

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

The Fair Labor Standards Act requires that educational and other incentive pays be included in determining the regular rate of pay. For fire suppression personnel, the hourly equivalent to regular base pay shall be computed by dividing annual base pay, including incentive pays, by the total scheduled hours 2,912. For employees assigned a forty (40) hour workweek, the regular rate of pay shall be computed by dividing the annual base pay, including educational incentive pays by 2,080 hours.

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

Overtime, when authorized by the employee's supervisor and approved by the Chief, shall be assigned as provided for in department Standard Operating Procedure (SOP).

**A. Overtime Compensation Rates:**

- 1) Employees shall be compensated for all overtime hours at one-and-one-half (1-1/2) times the hourly rate of pay for which the employee otherwise qualifies pursuant to this Memorandum of Understanding.

- 2) Hold-Over: Overtime compensation for an employee held over past the end of his or her on-duty shift shall conclude immediately upon the employee being properly relieved or upon the commencement of the employee's next regularly scheduled on-duty shift, whichever occurs first.
  - 3) Non-Emergency Call-In: An employee may be called back to work for non-emergency work duties as determined by the Fire Chief. When the call back is voluntary the employee shall be compensated at the overtime rate of time-and-one-half for the actual time worked. This overtime will include travel time to/from the employee's home or location of response, whichever is closer. When the call back is mandatory, the employee shall be compensated for a minimum of three (3) hours at the time-and-one-half rate of pay.
- B. Minimum Overtime: Except in instances when an employee is unable to depart from his or her on-duty shift and station because he or she has not been properly relieved, no form of overtime payment shall be made where time worked prior to the beginning of a shift or following completion of a shift is less than twelve (12) minutes duration.
- C. Mandatory Call Back  
The City has the right to determine minimum staffing levels. In making this determination, the City shall place significant emphasis on a minimum staffing level so as to provide for the safety of department personnel, as well as the community.
- Mandatory call back shall be assigned as provided for in the department Standard Operating Procedure (SOP).
- D. Compensatory Time  
Employees who are eligible to earn overtime shall be eligible to earn compensatory time off (comp time) at one-and-one-half times the straight time rate. No one may accumulate more than one hundred and twenty (120) hours of comp time. Any employee who accumulates over one hundred and twenty (120) hours of comp time will be automatically reduced, and paid-off down to sixty (60) hours. An employee who has requested to use accumulated compensatory time is permitted to use such time within a reasonable period after making the request unless, in the opinion of the Fire Chief, the request would unduly disrupt the operations of the department.

#### Section 9. Call Back Pay

- A. When an off-duty employee is called back to work for a major emergency as determined by the Fire Chief, a minimum of three (3) hours salary shall be paid. The call back pay shall be paid at the overtime rate of time and one-half (1-1/2) per FLSA rules.
- B. Court Time  
Any employee required to report to court while not on duty for purposes related to his/her Fire Department duties shall receive a minimum of three (3) hours for such court appearances at the time-and-one-half (1-1/2) rate of pay.

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

### Section 10. Out of Class Pay and Assignment Pay

- A. Fire suppression personnel may be assigned to assume the duties of a higher rank Fire suppression shift personnel shall be required to work in a higher classed position for an initial twelve (12) hours before becoming eligible to receive acting pay. The initial twelve hours is a one-time requirement, for training purposes. Firefighters must meet the minimum qualifications as state in the department Standard Operating Procedure (SOP) in order to receive Out-of-Class pay. The rate of pay shall be not less than five percent (5.0%) more than the employee's current base pay.
- B. Employees in this unit may accept assignments to perform specific work duties that are not within the scope of their regular work duties. Such assignments, including the scope and length, are at the sole discretion of the City Manager. An employee so assigned shall be entitled to receive from \$250 to \$750 per month above and in addition to his/her current base salary for the full period of assignment. The appropriate amount of additional pay will be set prior to commencement of the assignment, and there shall be no reduction in the amount of additional pay during the assignment period. The assignments provided for shall be on average no more than 5 - 6 hours per week but some weeks may be more and others less.

### Section 11. Bi-Lingual Pay

Employees in this unit are eligible to receive \$200 per month effective the first pay period in July 2023 for bi-lingual pay. 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 language for which bi-lingual pay is paid.

### Section 12. Longevity Recognition Incentive

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.

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.

As of January 2023, employees in this unit shall receive a 3% increase for the 20 years of continuous service with the City.

All percentages listed above are cumulative, for example, by July 2024, a member with at least 20 years of service will receive a cumulative 5.0% step increase in total for longevity pay.

### Section 13. Health and Welfare

#### 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.

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 three-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   |

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

C. Dental Benefits

During the term of this agreement, the City shall 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 the current level of life insurance plan. The City agrees to maintain in effect for the term of this agreement long-term disability insurance with the carrier requested by the unit, California Association of Professional Firefighters. The City further agrees to add the cost of the long-term disability premium to the employee's pay warrant as gross income for the purpose of the disability premium being paid by the employee through a payroll tax deduction.

E. Vision Care Insurance

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

F. Employee Assistance Program

The City shall maintain in effect for the term of this agreement its existing agreement in order to provide an employee assistance program.

Section 14. Supplemental Stipend

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors, and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 14 below.



- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

#### Section 15. CPR Training Stipend

The City shall provide a stipend equal to 2% of base wage for one employee to administer CPR Training. This stipend shall not be PERSable.

#### Section 16. Deferred Compensation – Employer Contribution

- A. Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan voluntarily without forfeiting any rights to the retiree medical supplemental stipend.
- B. For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a defined contribution benefit plan and the Supplemental Stipend will not apply. In the event the employee makes a contribution of up to five percent (5.0%) or more of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to a maximum of five percent (5.0%).
- C. For individual employees hired on or before July 1, 2016 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) 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.

#### Section 17. Tuition Reimbursement

The City shall reimburse all represented employees for tuition costs for job related courses. This shall include actual tuition costs, academic counseling, registration, and books.

An employee shall be eligible to receive reimbursement provided the course(s) of instruction meets the following:

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

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

#### Section 18. Public Employee's Retirement System

Employees hired by the City and who have entered CalPERS membership prior to January 1, 2013 will receive the Local Safety 3% @ 55 CalPERS retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 12.0%.

Employees hired by the City on or after January 1, 2013 who are determined by CalPERS to be "classic" or "legacy" members of CalPERS will receive the Local Safety 3%@ 55 retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 12.0%.

Employees hired on or after January 1, 2013 who are determined by CalPERS to be "new" members of CalPERS, the City shall provide the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

#### Section 19. Physical Fitness

A physical fitness program has been developed and is defined in the Fire Department Standard Operating Procedures (SOP).

#### Section 20. Holiday Compensation

In lieu of paid time off for holidays, each employee shall receive holiday compensation as follows:

- A. Employees assigned to fire suppression duties shall receive compensation in lieu of holiday observance in the amount of six percent (6%). For personnel assigned to these duties this amount is included in the base salary listed on the pay schedule.

Employees assigned to duties that are scheduled for a forty (40) hour workweek and non-rotating shifts shall receive paid holiday time for all City holidays:

- January 1 (New Year's Day)
- The third Monday in January (Martin Luther King, Jr. Day)
- The third Monday in February (President's Day)
- March 31 (Cesar Chavez Day)
- The last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- The first Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Fourth Thursday in November (Thanksgiving Day)
- Day After Thanksgiving
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

December 31 (New Year's Eve)

B. All employees covered herein are eligible for an additional 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.

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

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

Section 21. Vacation

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

Shift Personnel (56-hour workweek)

| Years of Continuous Service | Annual Accrual Amount | Maximum Accrual |
|-----------------------------|-----------------------|-----------------|
| First 4 years               | 112 hours             | 224 hours       |
| After 4 years               | 192 hours             | 384 hours       |
| After 9 years               | 240 hours             | 480 hours       |
| After 15 years              | 264 hours             | 528 hours       |

Non-Shift Personnel (40-hour workweek)

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

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

Based on operational needs or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.

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

It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the Chief, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave may result in the loss of vacation hours when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation

requests are made. A timely vacation request shall be one which is submitted within sixty (60) days of the requested leave date(s).

Subject to approval of the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. For shift personnel vacation may be taken in twelve (12) hour increments or for lesser periods as approved by the Fire Chief.

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

Employees who leave the City service during their first six (6) months of employment under original appointments shall not receive any vacation leave or payment therefor. All other employees in the Classified Service shall, upon separation in good standing, be entitled to receive payment at their current base rate of pay for all vacation credits earned, but not taken as of the effective date of separation.

Vacation Buyback - Employees who have used a minimum of 84 hours during the fiscal year can sell up to 112 hours of vacation time back to the City in June of the same fiscal year. This provision will terminate on June 30, 2025 unless agreed to continue by both parties prior to June 30, 2025.

#### Section 22. Industrial Injury or Illness

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

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

#### Section 23. Sick Leave

- A. Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but shall be allowed only in case of actual sickness, injury, disability or medical condition that prevents the employee from performing the usual and customary duties of the classification.
- B. An employee who is temporarily and/or partially disabled from performing the full scope of the usual and customary duties of his/her classification as the result of an injury or illness that is not industrially caused may be eligible for sick leave without loss of salary or benefits within the limits set forth below. An employee who is granted sick leave is expected to take the appropriate recuperative steps and/or to follow physician recommended recuperative steps to assure a timely return to work.
- C. Each employee on a fifty-six (56) hour workweek will accrue twelve (12) hours of sick leave per month of employment for purposes of sick leave insurance usage. Each employee on a forty (40) hour workweek will accrue eight (8) hours of sick leave per month of employment for purposes of

sick leave usage. Sick leave hours earned may be accumulated without limit. Sick leave used shall be on the basis of one (1) hour for each hour used.

- D. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- E. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- F. The sick leave reporting procedure shall be governed by the department Standard Operating Procedure (SOP).
- G. Verification of Injury or Illness:
  - 1) Usual verification – An employee requesting paid sick leave shall provide reasonable verification of the illness or injury by completing a sick leave form explaining the reason for the employee's absence.
  - 2) Doctor's Verification – The Chief or his/her designee may require a verification prepared and signed by a medical doctor, which describes the nature and extent of the illness or injury and which confirms that the employee has fully recovered and is able to perform the full scope of the normal and customary duties of the classification. This verification may be required when an employee is absent due to illness or injury for a period of three (3) consecutive shifts.
  - 3) A Doctor's verification may be required for a one (1) day absence if it is due to an injury or suspected injury of the nature that may interfere with the physical duties of a firefighter.

#### Section 24. Bereavement Leave

An employee may be granted leave of absence without loss of salary or benefits upon the death or the funeral of any of the following persons: spouse, domestic partner, child, father, mother, step-father, step-mother, brother, sister, step-brother, step-sister, grandfather, grandmother, grandchildren, mother-in-law, and father-in-law. In addition, the City Manager or designee may grant leave to an employee upon the death or the funeral of some other person if, in the opinion of the City Manager or designee, such leave is warranted under City Personnel Rules and Regulations. Employees may be granted up to a maximum of seventy-two (72) hours per occurrence for the death or funeral of a family member. The City Manager or designee may approve extensions to such leaves due to unusual circumstances.

#### Section 25. Maternity Leave

Applicable federal and state law shall govern maternity leave.

#### Section 26. 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.

The procedure for requesting Military Leave is governed by department Standard Operating Procedure (SOP).

#### Section 27. Uniforms

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

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

#### Section 28. Attendance

Personnel shall devote their entire time and attention to the service of the Department and be ready to respond to all emergencies and requests for service. The normal and/or assigned work location shall be the Brisbane Fire Station, 3445 Bayshore Blvd. However, personnel may and will be required to work in many locations dictated by the needs of the service. No employee shall leave the normal and/or assigned work location without specific permission, approval or assignment of his/her superior officer.

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

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

#### Section 29. Other Leaves Without Pay

The appointing authority may grant an employee a leave of absence without pay for a definite period not to exceed three months. Department heads may grant such leaves not to exceed five (5) working days. The request for leave, and the reasons therefor, shall be submitted in writing by the employee and must be approved in advance by the appointing authority or the department head, as appropriate.

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

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

### Section 30. Leaves of Absence Without Pay: Effect 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 thirty (30) days of such leave, accrue service or leave credits, nor shall the City be required to maintain contributions toward group insurance coverages. During the period of such leaves, all service and leave credits shall be retained at the levels existing as of the effective date of the leave.

### Section 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.

### Section 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 from 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 Rule 17.13 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 position on the seniority list 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 that the City intends to fill and for which the employee is qualified. Such

actions shall be governed by the terms of Rules 12.03 and 12.04, 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 Classified Service than the employee being displaced.

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

- 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 the City's Personnel Rules and 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 eligibility lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Rule 9.05 of these Regulations.
- 5) A probationary or permanent employee laid off pursuant to this Rule, shall have the right to appeal directly to Step 3 of the Grievance Procedure as outlined in Section 40. An appeal filed under these circumstances shall not in any way be construed as stemming from a disciplinary action and the sole issue appropriate 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 appointing authority determines otherwise. In no event shall the appointing authority be empowered to hear and rule upon the City Council's judgment as to the merit and necessity of the elimination of positions.

### Section 33. Demotion

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 in the new salary range that most closely corresponds to the employee's former salary step.

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 Section 40 of the Memorandum of Understanding.

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

### Section 34. Promotions

See City Rules and Regulations Section 9.01 & 9.02:



- A. Placement on Lists: 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 Personnel Officer.
- B. Duration of Lists: All open-competitive and promotional lists shall remain in effect for one year unless exhausted or abolished within that period as provided below. The Personnel Officer may extend any 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. The Personnel Officer may abolish any employment list that has fewer than three available eligible candidates on it.

### Section 35. Probationary Period and Performance Ratings

- A. 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. An employee rejected during the original probationary period shall have no appeal rights.
- B. All original appointees to positions in classifications covered by this Agreement shall serve a probationary period of eighteen (18) months, which shall begin upon the first day of starting with the City. In the case of a fire fighter trainee who successfully graduates an academy, the time worked as a trainee will count towards the eighteen (18) month probationary period. Promotional appointees shall serve a probationary period of not less than six (6) months, nor more than twelve (12) months.
- C. 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 Personnel Rules and Regulations 11.01, Objective of Probationary Period, 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 that caused the extension. The probationer shall be so advised prior to the effective date of the extension.
- D. It shall be the duty of the department head and immediate supervisor to investigate carefully the probationer's adjustment and performance to determine whether or not the probationer is qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at time specified by the Officer, but no less than twice during the employee's probationary period.
- E. The final probationary report on each probationer shall include, and earlier reports may include, the department head's recommendation regarding retention.
- F. During the probationary period, an appointee may be rejected at any time by the appointing authority without cause and without right of appeal. Notice of rejection shall be served in writing on the probationer.
- G. 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/she 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

Section 40 and shall be furnished advance notice pursuant to Rule 13.02, Notice of Disciplinary Action, of the City's Personnel Rules and Regulations.

- H. 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 or designee, or the Fire Chief. This Section shall be governed by the department Standard Operating Procedure (SOP).

#### Section 36. Limited Duty for Disabled Employees

The following are guidelines that are to be utilized in determining whether an employee shall be given a limited duty assignment.

- A. The employee must have incurred an injury or illness that incapacitates him/her from performing the full duties of his or her job. A physician licensed to practice medicine in the State of California must confirm such disability in writing.
- B. There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics or the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue.
- C. The City may require a second physical examination by a City appointed doctor to assess the employee's condition and to verify the information in the employee's physician's statement certification. The City will pay the cost of the City appointed doctor. In the event the two physician's examinations and determinations are not in agreement, the City and affected employee will select a mutually acceptable third physician to review the results of the first two doctors and conduct a third examination whose determination shall be final and binding. The cost of the third doctor's review and examination shall be paid by the City.
- D. The assignments will be at the discretion of the Fire Chief, with due regard to the needs of the service and the condition of the employee, and subject to the rights of the employee under the Workers' Compensation Act.
- E. Any rehabilitation, therapy, physician's visits, or other treatment prescribed by the attending physician shall be without the loss of compensation only for the period of time required by applicable state law when the disability is job related.

#### Section 37. Emergency Management Authority

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

#### Section 38. Discharge or Discipline

The City Manager or his/her designee may take disciplinary action against any employee in the Classified Service for employment related dishonesty, insubordination, being under the influence of

alcohol or drugs while on duty, incompetence, willful negligence, failure to perform work as required or to observe the Department's safety rules and the Department's rules and regulations, which must be conspicuously posted and not in derogation of the Memorandum of Understanding, for engaging in strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the Memorandum of Understanding.

Such disciplinary action may include suspension, pay reduction, demotion or discharge.

#### Section 39. Personnel Files

An employee or his or her representative, on presentation of written authorization from the employee, shall have access to the employee's personnel file on request. The City shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. The employee may be required to acknowledge the receipt of any document entered into his or her personnel file. Letters of commendation will be placed in the Personnel File. Certificates of Achievement related to the Fire Department shall be placed in the employee's Personnel File at the employee's request.

#### Section 40. Outside Employment

No full-time employee shall engage in employment that constitutes a conflict of interest for the employee or the City. No employee shall engage in outside employment during his/her regular working hours. No uniform, emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the City. A letter to the Fire Chief shall be submitted for all requests by the employee for permission to engage in outside employment. No employee shall accept or continue employment other than occasional work from other than the City of Brisbane without the approval of the City Manager which may be withheld if such employment constitutes a conflict of interest for the employee or the City or which would interfere with the employee's ability to perform his or her City job.

#### Section 41. Prohibited Activities

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

#### Section 42. Grievance Procedure

A. Definition of a Grievance: A grievance is defined as any dispute that involves the interpretation, application or alleged violation of:

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

- B. Should any dispute concerning an agreement, rule, or action arise which prescribes a separate appeal procedure, that dispute shall be excluded from this procedure.

Step 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 **that is the basis for the dispute**. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within five (5) working days of its occurrence, the grievance on such a matter shall be raised within twenty (20) working days of the occurrence. If the employee and the 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.

- a. The name of the grievant.
- b. The grievant's department and specific work site.
- c. The name of the grievant's immediate supervisor.
- d. A statement of the nature of the grievance including date and place of occurrence.
- e. The specific provision, policy or procedure alleged to have been violated.
- f. The remedy sought by the grievant.
- g. The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event shall an employee organization other than the one which formally represents the position occupied by the grievant be designated as the grievant's representative.

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

Step 2 - 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/her designated representative, shall respond to the grievance in writing within ten (10) working days of its receipt. Within this period, the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

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

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

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

#### Section 43. Emergency Medical Technician (EMT-Basic & EMT-D) and Educational Incentive

Employees assigned fire suppression duties (24-hour shift assignment) shall be eligible for educational incentive pay for successfully meeting certain qualifications and requirements. Employees hired prior to July 2, 1989 may qualify for educational incentive under Plan A or Plan B, Sections 43.2.1.1 and 43.2.1.2 or 43.2.2.1 and 43.2.2.2 respectively. However, employees hired prior to July 1, 1989 must choose, within 30 days of ratification of the MOU for 1998/2000, either Plan A or B as their educational incentive plan. Following Plan selection no Plan changes are permitted. Employees hired after July 1, 1989 may only qualify for educational incentive under Plan B.

Participation in the Department's Physical Fitness Program (employees assigned fire suppression duties) as provided for in Department SOP Article III, Division 2, Section 3.2-6 and EMT-Basic/D (defibrillator) certifications are required to be eligible for educational incentive pay under Plan A and Plan B.

The Fire Prevention Officer shall be eligible for education incentive under Plan A, Sections 43.2.1.1, 43.2.1.2, and 43.2.1.3 or under Plan B, Sections 43.2.2.1, 43.2.2.2, and 43.2.2.3. The Fire Prevention Officer, if employed by the City of Brisbane prior to July 1, 1989, shall choose either Plan A or Plan B within 30 days of ratification of the 1998/2000 MOU. Following Plan selection no Plan changes are permitted.

##### 43.1 EMT Incentive Pay

Represented employees (excluding the Fire Prevention Officer) with EMT-Basic/D certifications or EMT-P certification may receive additional compensation of 2.5% of the employee's base salary.

All employees in the classification of a permanent employee hired (or promoted from Trainee status) after August 15, 1997 shall maintain EMT-Basic and EMT-D (defibrillator) certifications as a condition of employment. This requirement does not apply to the Fire Prevention Officer's position.

The city will assume responsibility to provide all employees one (1) opportunity during each re-certification period to re-certify for EMT-Basic and EMT-D during the employee's regular duty shift. If the Department cannot provide an opportunity to re-certify on-duty the cost of the re-certification training will be paid by the Department.

An employee who fails to re-certify EMT-Basic and/or EMT-D will, on the date the certification lapses, automatically lose all EMT Incentive and Educational Incentive pay. The loss of incentive pay shall become effective with the next pay period until such time as the employee is once again certified.

Commencing that same date, employees hired after August 15, 1997 shall have 180 calendar days in which to certify and provide the Fire Chief with the appropriate documentation that the employee is again currently certified EMT-Basic and EMT-D. In the event the employee fails to re-certify during

that 180-day calendar period, upon the expiration of that 180 days period the employee will then immediately be placed on leave without pay or benefits for 120 days. During that time period it will be the employee's responsibility to acquire the necessary certification(s) and present the Fire Chief with documentation that the employee again is currently certified. If at the end of this 120-day period the employee fails to obtain current certification(s) the employee's service with the City of Brisbane shall be terminated.

The Fire Chief may extend the maximum re-certification period for an employee if the employee fails to acquire the necessary time to obtain re-certification due to an extended illness or disability. The amount of additional time allowed is at the option of the Fire Chief, but shall not exceed the leave time missed.

#### 43.2 Educational Incentive

##### 43.2.1 Plan A

###### 43.2.1.1 Employees who have:

- a) an Associates of Arts Degree or
- b) thirty (30) semester units in Fire Technology and five (5) years municipal fire suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

###### 43.2.1.2 Employees who have:

- a) Bachelor of Arts or Science Degree or
- b) thirty (30) semester units in Fire Technology and thirty (30) related semester units and eight (8) years municipal fire suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

43.2.1.3 The Fire Prevention Officer, having CFSTES Prevention Officer I and II, Fire Investigator I, Fire Instructor I certifications and ten (10) years of municipal fire service experience and two (2) years municipal fire service experience as a Fire Prevention Officer shall receive additional pay of 2.5% of the employee's base salary.

##### 43.2.2 Plan B

###### 43.2.2.1 Employees who have:

- a) Associate of Arts Degree or
- b) A Fire Technology certificate from an accredited institution offering Fire Technology courses and programs under the CFSTES and two (2) years municipal fire suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

###### 43.2.2.2 Employees who have:

- a) Bachelor of Arts or Science Degree or
- b) An Associate Degree in Fire Technology from an accredited institution offering Fire Technology courses and programs under CFSTES, and CFSTES Fire Officer certification, and four (4) years municipal fire suppression experience

Shall receive additional pay of 2.5% of the employee's base salary.

43.2.2.3 The Fire Prevention Officer, having CFSTES Prevention Officer I and II, Fire Investigator I, Fire Instructor I certifications and ten (10) years of municipal fire service experience and two (2) years municipal fire service experience as a Fire Prevention Officer shall receive additional pay of 2.5% of the employee's base salary.

#### 43.3 Accredited Institution and Training Credit

An accredited institution shall mean institutions of higher education accredited by the Western Association of Schools and Colleges or the American Council on Education.

Training, course work, and programs offered by or taken through the State Fire Marshal's Office and the CFSTES shall meet the requirements of accreditation for purposes of approved training and education.

For purposes of unit credit for State Fire Marshal training not taken through an accredited institution, unit credit shall be assigned based on sixteen (16) lecture hours equal to one (1) semester unit and forty-eight (48) field (lab) hours equal to one (1) semester unit.

Quarter units shall be valued at 0.75 of semester units (3 semester units equals 4 quarter units). Twelve lecture hours, for course work not take through an accredited educational institution shall equal one (1) quarter unit.

#### 43.4 Educational Incentive – non EMT

For purposes of receiving educational incentive pay, a current paramedic certificate will be deemed to meet the requirement of a current EMT-Basic and D certificate.

#### 43.5 Incentive Pay Compensation Rates

The sum total of the base salary plus holiday compensation (calculated at the rate of (6.0%) will be used for the purpose of calculating incentive pays.

### Section 44. Seniority

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

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

#### Section 45. Severability of Provisions

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

#### Section 46. Past Practices and Existing Memoranda of Understanding

- A. Continuance of working conditions and practices not specifically authorized by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.
- B. The City's Personnel Rules and Regulations shall remain in full force and effect unless contradicted by a specific provision of this Memorandum of Understanding.
- C. It is understood and agreed by the parties that this Memorandum of Understanding 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.
- D. This Agreement expires June 30, 2025.
- E. The parties agree to a reopener to discuss the Department's SOPs.



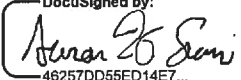
**RATIFICATION AND EXECUTION**


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

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, LOCAL 2400, AFL-CIO

CITY OF BRISBANE


Dated 12/5/2022

DocuSigned by:  
By   
46257DD55ED14E7  
Aaron Sorani  
District Vice President

DocuSigned by:  
By   
777A36185AAD456  
Joel Lisboa

DocuSigned by:  
By   
F5BC2D16FC884B2...  
Lindsey Stratton

By   
Clayton Holstine  
City Manager

By   
Stuart Schillinger  
Assistant City Manager

By   
Abby Partin  
Human Resources Administrator

## APPENDIX A

PARAMEDIC PROGRAM AGREEMENT  
BETWEEN THE CITY OF BRISBANE AND THE  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400  
AFL-CIO

## I. Understanding in Principle

The City and Union acknowledge that each side has had full opportunity to meet and confer concerning the possible implementation of the Countywide ALS-Paramedic Program and that the following provisions constitute the complete agreement between the parties on this subject. It is recognized that the City's objective is to develop an overall approach to implementing a paramedic program as part of the Countywide ALS-Paramedic Program which is as cost neutral as possible (Program costs born by the City offset to the extent possible by funding provided by the JPA). However, the City, at its sole discretion, may implement a City Paramedic Program independent of the Countywide ALS-JPA Program in the event the Countywide program is dissolved. If the terms and conditions of the final JPA agreement differ significantly from the proposals submitted to the County Board of Supervisors of February 24, 1998 the parties to this agreement will need to meet and confer.

## II. Staffing

It is agreed and understood that paramedic staffing levels will be determined by the City. At no time will paramedics be released from their duties if this staffing level is compromised. The City will staff a minimum of one (1) paramedic on duty each shift.

- A. No paramedic may be released from his/her commitment in order to maintain acceptable staffing levels.
- B. All "City-Sponsored Student" (as defined in the Paramedic Program Eligibility section) personnel participating in the City's Paramedic Program must agree to be available for assignment and provide services as a paramedic. No paramedic-certified personnel may withhold provision of paramedic services.
- C. Newly hired paramedics and City Sponsored Students must maintain all required certifications and provide paramedic services for the City of Brisbane as part of the Brisbane Fire Department Paramedic Program for a minimum of three (3) years. During that time and until approved to leave the program, possession of and maintenance of all licenses and certifications required of a paramedic for the City of Brisbane must be maintained as a requirement of employment for those personnel assigned to the paramedic program and as required in this section.
- D. Employees may request to leave the Fire Department's Paramedic Program under the following conditions:
  - 1. Employees hired by the City as a Firefighter/Paramedic or assigned to the City's Paramedic Program must maintain all required licenses and certifications and provide paramedic services as a condition of employment. The Firefighter/Paramedic may request to leave the program after three (3) years of service with the Department as an assigned Paramedic in the City's paramedic program. The Firefighter/Paramedic will no longer be required, as a condition of

employment, to maintain paramedic licenses and certifications upon the Fire Chief's approval to leave the paramedic program.

2. City Sponsored Students, requesting to leave the paramedic program must have been a San Mateo County certified paramedic and serve with at least three (3) years of service as an assigned Paramedic in the City of Brisbane Paramedic Program before they can petition to leave the program.
3. No employee may be approved to leave the paramedic program until:
  - a. The three (3) year paramedic service commitment is completed.
  - b. A certified paramedic replacement is available.
  - c. There is a position classification open for the employee.
  - d. The Chief approves the request to leave the paramedic program.
4. All requests will be based on the operational and staffing needs of the department as determined by the City.
5. Employees must declare their intent to leave the paramedic program in writing to the Fire Chief, who will sign and date the written request as received.
6. Priority to leave the paramedic program will be based on time spent as a certified paramedic actively working in the department's paramedic program as an assigned paramedic. The initial group of paramedics may have the same length of service with the department. Therefore, priority to leave the paramedic program will be based on seniority in the department for those initial employees.
- E. The Chief may designate the assignment of "Lead Paramedic". The Lead Paramedic shall be assigned additional responsibilities such as Department Liaison, quality assurance-quality improvement (QA/QI) Coordinator, equipment and supply procurement, record-keeping, and other duties determined by the Chief. The Lead Paramedic shall receive Lead Assignment Pay of 2% of the employee's base salary.

### III. Paramedic Assignment Pay

The proposed Countywide ALS-Program plans to utilize a certified paramedic position and EMT-D (Emergency Medical Technician-Defibrillator) certified employees currently serving within the fire department in the delivery of ALS service. The City will develop a Firefighter/Paramedic position description that will be added to the existing fire department positions descriptions of Captain, Firefighter, and Fire Prevention Officer.

- A. At such time as the City implements a program with or without the JPA Countywide ALS-Paramedic Program, employees certified as a Paramedic shall be eligible to receive monthly Paramedic Assignment Pay of 10% of top step Firefighter base salary per month. Only paramedics officially designated and assigned to the paramedic program shall receive assignment pay. Assigned paramedics will also be eligible for EMT-D pay, but no Paramedic Assignment pay.
- B. The Fire Chief may temporarily suspend Paramedic Pay if an employee is absent for more than thirty (30) consecutive calendar days for a non-industrial injury or illness, or leave of absence,

excluding paid vacation leave. Upon return to work, an employee shall be returned to assignment status provided that he employee has maintained current paramedic certification during the period of absence.

#### IV. Paramedic Assistant Pay

At such time as the City commences delivery of paramedic service either with or without the Countywide ALS-Paramedic Program, non-paramedic EMT-D certified department personnel shall serve in a paramedic support position operating within the guidelines of the Countywide ALS-Paramedic Program and/or the City of Brisbane. Personnel serving in such a support position shall receive 2% of top step Firefighter base salary per month.

#### V. Paramedic Program Eligibility

- A. The City will initially fill vacancies with new hires who are paramedic certified. In addition, the City will offer paramedic training, as outlined in the agreement, to existing personnel in the Firefighter and Captain classifications as is necessary to staff the paramedic program. Funding for all training costs will be based on funds available through the JPA to initially train paramedics.
- B. "City-Sponsored Student": Initially, current full-time regular permanent personnel in the classification of Firefighter or Fire Captain may be eligible for appointment to the Paramedic Program as a "City-Sponsored Student". The actual number of students is dependent upon the number of vacancies in the department and the number of paramedics required to stall the program as determined by the City.
- C. Initial Paramedic training, which is composed of (1) didactic training, (2) clinical training, and (3) field internship training, for existing personnel will be based on the following criteria:
  1. Training will be scheduled by the department in coordination with the paramedic training provider with due consideration for the needs of the employee and training funds available from the JPA.
  2. The parties involved in the program will work cooperatively to develop a training schedule.
  3. During the didactic training, clinical training, and field internship training the employee may receive release time from assigned duty when scheduling conflict occur.
- D. City-Sponsored Students may be eligible for an on-time program incentive in recognition of the related commitment and off-duty time that will be required to complete the training program. The City will provide a training program incentive to authorized City-Sponsored Students of \$4,500 incrementally in recognition of successful completion of the training as follows:

|                                  |         |
|----------------------------------|---------|
| Didactic (Classroom Training)    | \$2,500 |
| Clinical Training                | \$1,000 |
| Internship (Ride-Along Training) |         |
| Paramedic Certification          | \$1,000 |

#### VI. Paramedic Certification

- A. It is the responsibility of the paramedic to maintain at all times current certification as directed by the County of San Mateo Health Officer, State Medical Services Authority, and any other local, state or federal regulation and/or certification requirements.
- B. All Paramedic personnel shall maintain all required certifications, follow all related and required City, County, State and Federal certifications, policies, procedures, and practices as they apply to performance as a paramedic for the City of Brisbane.
- C. The City shall reimburse paramedic-certified personnel for all registration, books, and certification fees related to continuing education, which may be required for paramedic-certified personnel to maintain their certifications.
- D. The City shall provide as much in-house training, continuing education, and other training as is financially and technically feasible. However, it is the responsibility of the employee to ensure that all license, certifications and training requirements are met on a continual basis for the classification of Paramedic and to provide services as a paramedic for the City of Brisbane and as a part of the JPA. The City reserves sole discretion in determining whether part or all of the training will be provided by the City or whether the employee will complete all or part of the training of his/her own. The City will provide up to 24-hours of overtime per year in the employee completes all of the training on his/her own time. In the event the training is completed in part by the City and in part by the employee, training cost will be apportioned accordingly. This amount will be considered to cover all incurred expenses. Should certification requirements change both parties agree to meet and confer regarding the impact of these changes. It is understood that a contract re-opener is specific to Section VI.d of this appendix.

## VII. City Sponsored Students/Initial Paramedic Selection

The City will provide the opportunity for ALS paramedic training to regular, full-time permanent employees in the Firefighter and Fire Captain classifications based on initial program staffing needs. In anticipation of the Countywide ALS-Paramedic Program being implemented, the parties agree to undertake ALS paramedic training and acknowledge the following:

- A. Selection of personnel for ALS paramedic training will be done through an open process based on those employees interested in the program, with the selections of participants subject to an affirmative recommendation for appointment to the Fire Chief by the training vendor. The Fire Chief shall retain discretion as to final approval. Applicants not selected will be given written notice with an explanation. Regular, full-time permanent personnel may sign up to be a City-Sponsored Student for ALS paramedic training on a voluntary basis. The selection criteria shall include the following elements:
  - 1. Successful completion of a written and oral examination process (to be given the training vendor),
  - 2. employee's commitment to the program, and
  - 3. approval of the Fire Chief.
- B. The City shall pay all application, registration, tuition, books and certification fees related to training and associated with the ALS paramedic training and certification process. The City

shall also pay all application, registration, tuition, books, and certification fees associated with the initial certification and licensing requirements related to ALS paramedic certification by the proposed Countywide JPA for "City-Sponsored" employees.

- C. City-Sponsored Student paramedics agree that the following repayment schedule shall apply to any city-sponsored personnel who voluntarily leave the City of Brisbane Fire Department employment prior to completion of three (3) years of service as a paramedic to the City of Brisbane. Employees must sign an agreement agreeing to this condition.
- D. The repayment schedule includes:
  - 1. Personnel who elect to discontinue the pursuit of paramedic certification during the paramedic training period will be required to repay the City 100% of incurred tuition costs. This is to be distinguished from academically failing the program. Any employee who fails vs. quitting will not be required to repay the City.
  - 2. Personnel who leave during their first or second year of active service after initial paramedic certification will be required to reimburse the City for 40% of the initial tuition costs.
  - 3. Personnel who leave during the third year of active service after initial paramedic certification will be required to reimburse the City for 25% of the initial tuition costs.
  - 4. Active service shall be defined as the starting date the employee begins providing service as a paramedic in the City of Brisbane ALS program.
- E. Employees who were City-Sponsored Students who completed three (3) years of service in the Paramedic Program who completed three (3) years of service in the Paramedic Program have met this tuition obligation requirement and shall not have any further reimbursement requirements.
- F. Personnel who are promoted to a higher classification within the Brisbane Fire Department shall not be required to reimburse the City for costs incurred as described above. However, promotion to a higher classification does not relieve the employee from his/her obligation as a paramedic, except as provided for in Section II of this agreement.
- G. City-Sponsored Students/Paramedics who are terminated from the Paramedic Program due to an industrial disability shall not be required to reimburse the City for costs incurred as described above.
- H. Extenuating circumstances beyond those cited above shall be evaluated on a case-by-case basis with the final determination to be made by the Fire Chief.

### VIII. Shift Changes

- A. It is anticipated that temporary shift changes may be necessary to facilitate training city-sponsored paramedic students without negatively impacting the Fire Department's ability to provide an acceptable level of fire protection. This may affect those employees involved in paramedic training as well as those employees not involved with paramedic training. The Fire Department will have sole responsibility and discretion of establishing shift assignments. The

Fire Department will make reasonable efforts to minimize the frequency and amount of shift changes to reduce program impact.

- B. To distribute paramedic after completion of the training program some of the previous “temporary” shift assignments may become permanent. Additional changes may be needed to ensure proper paramedic distribution between the three (3) shifts.

#### IX. Workload Modifications

The ALS-Paramedic Program and paramedic training is a high priority for the Brisbane Fire Department. Therefore, the department shall make reasonable efforts to maintain an equitable workload for paramedic students and allow for study and preparation time necessary to meet paramedic training requirements.

#### X. Vacations, Trades, Other Leave, Overtime

- A. Shall be as specified in the MOU and Sop’s, Article IV, Division I, Section through 4.1-14.
- B. Personnel assigned to paramedic duty may make trades as specified in the MOU; however, no trade shall be approved or granted unless a qualified paramedic is on duty. Trades shall not be granted when the operational needs of the department are compromised.
- C. In most cases of overtime, there should not be a change in the way the overtime rotation is presently administered. A potential exception would be to meet staffing requirements of a certified paramedic. In those cases, the Fire Department will make the overtime available following procedures for overtime specified in the MOU, Section 8 and department procedures. However, the requirements of the City’s paramedic program must be met and may require making the overtime available to an eligible paramedic certified employee.

#### XI. Specific Terms and Conditions

This Agreement shall remain in effect for the duration of the City’s involvement with the proposed Countywide JPA or until changes, revisions, additions are made through the meet and confer process.

It is understood and agreed that during the term of the Agreement, should there be any changes in San Mateo County regarding the proposed Countywide JPA that concern the delivery of paramedic services and that materially impact the City’s ALS-program, the parties agree to address such impacts in the manner required under California Government Code Section 3505. It is understood and agreed that should any provision of this Agreement be determined to be inconsistent or incompatible with any requirements under State and Federal law, the parties agree to immediately address the affected provision in the manner required under Government Code Section 3505.

Employee:

Date:

## PARAMEDIC TRAINING AGREEMENT

The above identified City of Brisbane Employee as a condition of participation in the ALS Paramedic Training Program, agrees to the following terms and conditions of this Paramedic Training Agreement ("Agreement") by and between the Employee and the City of Brisbane ("City") entered into as of the date above.

The City which, in good faith, incur expenses in providing the ALS Paramedic Training Program for the employee with the reasonable expectation that the Employee will complete the program and remain with the City as a trained paramedic for at least three (3) years thereafter. The general terms of the Agreement have been the subject of collective bargaining, and are generally memorialized in the Letter of Understanding between the City and the Firefighter's Union Local 2400 dated

A. The City shall pay all costs for application, registration, books, and certification fees associated with the ALS Paramedic training and certification process. The City shall also pay all costs for required application, registration, certification fees, and books associated with initial certification and licensing requirements related to the ALS paramedic certification by the proposed Countywide joint powers authority for "City-Sponsored" employees.

B. In consideration of the commitments stated above and the financial obligations of the City recited, Employee agrees as follows:

1. In the event Employee withdraws from paramedic training before completing the course, or where employee completes paramedic training but fails to secure certification as a paramedic, Employee agrees to and shall reimburse the City for the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the employee.

2. In the event Employee either: (a) voluntarily leaves employment from the City; (b) retires from City employment on other than an industrial disability retirement; or (c) is terminated from City employment, and any of such events occurs before completion of paramedic training and certification, Employee agrees to and shall reimburse the City for the City's incurred costs of behalf of the Employee.

3. In the event Employee completes paramedic training and certification, but thereafter either; (a) voluntarily leaves employment from the City, (b) retires from City employment or other than an industrial disability retirement; or (c) is terminated from City assignment as a paramedic with the City after initial paramedic certification of the employee, then Employee agrees to and shall reimburse the City for forty percent (40%) of the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the Employee.

4. In the event Employee completes paramedic training and certification, but thereafter either: (a) voluntarily leaves employment from the City; (b) retires from City employment on other than industrial disability; or (c) is terminated from City employment, and any of such events occurs within the third year of active assignment as a paramedic with the City after initial paramedic certification of the employee, then Employee agrees to and shall reimburse the City for twenty-five percent (25%) of



the City's incurred costs for all application, registration, books, and certification fees paid on behalf of the Employee.

Active service or active assignment shall be defined as the starting date the employee begins providing service as a paramedic in the City's ALS Program.

## APPENDIX B - MODIFIED WORK (LIGHT DUTY)

### CITY OF BRISBANE - MODIFIED WORK (LIGHT DUTY)

#### Assignments for Injured Employees

**Policy:** It is the goal of the City of Brisbane to provide a safe working environment for all employees and to maintain an effective and efficient program for the provision of workers' compensation benefits. To assist in such efforts, the utilization of light duty assignments will be encouraged wherever practicable.

**Purpose:** To provide for the return to work of both industrially and non-industrially injured and/or ill employees in a capacity consistent with a disability temporarily precluding the affected employee from the performance of the employee's full and normal duties but not limiting the employee totally such that productive assignments can be performed by the employee without fear of aggravating the injury. Modified duty including modified work schedules may also be considered for employees on pregnancy disability.

#### **Procedure:**

- I. An employee must have incurred an injury or illness which incapacitates him or her from performing the full duties of his/her job as set forth in the job description. Such disability must be confirmed in writing by a physician licensed to practice medicine in the State of California.
- II. Treating physicians shall be supplied with the following:
  - a. City's Modified Work (Light Duty) policy,
  - b. Physician's Evaluation and Release forms,
  - c. Employee's job description,
  - d. Job Demands/Employee Restrictions form.

The above forms will be provided to the employee to present to his/her physician upon initial meeting with physician.

- III. There must be a written statement from a physician licensed to practice medicine in the State of California, releasing the employee to perform specific functions. The physician's statement must contain the specifics of the employee's limitations in performing work and how long it is anticipated these limitations are expected to continue. A note from the physician affirming or updating the employee's modified duty status is required every 30 days.
- IV. The City may require a second physical examination to verify the information in the physician's statement, at City expense.
- V. The department head, in consultation with the Director of Human Resources will determine whether there is suitable work available within the department with due regard to needs of the City and the medical condition of the employee, and subject to the rights of the employee under the law.
- VI. If a suitable assignment meeting all the restrictions imposed by the treating physician has been found for the injured employee, the employee will be released to light duty in that capacity.
- VII. If more than one assignment is available to the employee, the department head, in consultation with the employee, shall determine which assignment shall be worked.
- VIII. When performing light duty work assignments ( or modified work schedules for pregnancy disabilities) in accordance with this procedure, employees shall receive full compensation for their regular classification of employment.

- IX. Such temporary light duty assignments may continue until such time as the first of the following events has occurred:
- a. The employee is given a full and complete release to resume normal work activities by the employee's treating physician and said release is approved by the Director of Human Resources or his or her designee;
  - b. The employee's condition is declared permanent and stationary, and the employee is unable to perform the duties of his/her regular permanent position;
  - c. The employee's work restrictions have not changed significantly for the better (i.e. they are less restrictive) and the employee can perform a wider range of tasks, qualifying the employee for a more challenging assignment within 6 months from the date of the employee's illness or injury;
  - d. More than 52 weeks have elapsed subsequent to the date of the employee's illness or injury.
- X. An employee will only be assigned to work light duty on those days of the week when he/she would have been regularly scheduled to work full duty, unless the employee and the department work out some other mutually acceptable arrangement.

### **Light Duty Work During Pregnancy**

A pregnant employee may work light duty if attending physician determines light duty to be appropriate. If the attending physician recommends light duty the employee shall obtain a list of work restrictions from physician. It is the employee's responsibility to insure that the work restrictions are obtained from the physician and returned promptly to the Director of Human Resources

The employee may work an alternate light duty schedule (i.e. a 40-hour week at 8-hours per day or 10-hours per day). In the event an employee opts to work an alternate light duty schedule of no less than 40 hours per week, such employee shall not incur a reduction in salary.

Employee will not lose seniority or permanent station assignments due to light duty assignment.

During light duty, the employee may take earned leave time for any doctor's appointments, or may flex their work hours to accommodate doctor appointments and Department needs, to mutual agreement by the employee and the Fire Chief. Flexing work hours shall not result in overtime.

Employees eligible to take a promotional exam will be allowed to participate in the examination, provided the employee's physician certifies in writing that the employee is physically capable of participating in the exam process. The Department will not be responsible for conducting any additional exams in order to accommodate employees who are unable to participate in the process.

An employee on light duty will be permitted to attend training, provided that the requirements of such training are within the employee's work restrictions.

Employee shall return to full duty upon receipt of a physician's statement certifying that the employee is medically qualified to resume regular duties and responsibilities.

**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.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

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

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|  |            |
|--|------------|
| BEREAVEMENT LEAVE                                  | ARTICLE 15 |
| CLASSIFICATION AND PAY PLAN                        | ARTICLE 5  |
| DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION        | ARTICLE 11 |
| DEMOTION   | ARTICLE 26 |
| DISCIPLINARY PROCEDURE                             | ARTICLE 31 |
| EMERGENCY WAIVER PROVISIONS                        | ARTICLE 37 |
| GRIEVANCE PROCEDURE                                | ARTICLE 32 |
| HOLIDAYS   | ARTICLE 13 |
| INSURANCE  | ARTICLE 9  |
| JURY DUTY  | ARTICLE 18 |
| LAYOFF PROCEDURE                                   | ARTICLE 25 |
| LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY | ARTICLE 23 |
| LONGEVITY RECOGNITION LEAVE                        | ARTICLE 21 |
| MANAGEMENT RIGHTS AND IMPACT OF MGMT. RIGHTS       | ARTICLE 4  |
| MANDATORY ADMINISTRATIVE LEAVE                     | ARTICLE 30 |
| MATERNITY LEAVE                                    | ARTICLE 19 |
| MEDICAL LEAVE                                      | ARTICLE 20 |
| MILITARY LEAVE                                     | ARTICLE 17 |
| NON-DISCRIMINATION                                 | ARTICLE 3  |
| OTHER LEAVES WITHOUT PAY                           | ARTICLE 22 |
| OUTSIDE EMPLOYMENT                                 | ARTICLE 33 |
| OVERTIME   | ARTICLE 8  |
| PAST PRACTICE                                      | ARTICLE 39 |
| PERSONAL LEAVE                                     | ARTICLE 16 |
| PREAMBLE   | ARTICLE 1  |
| PROBATIONARY PERIOD AND PERFORMANCE RATING         | ARTICLE 29 |
| PROHIBITED ACTIVITIES                              | ARTICLE 35 |
| PROMOTIONS   | ARTICLE 28 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM                | ARTICLE 7  |
| RECOGNITION  | ARTICLE 2  |
| SEVERABILITY PROVISION                             | ARTICLE 38 |
| SICK LEAVE   | ARTICLE 14 |
| SUPPLEMENTAL STIPEND                               | ARTICLE 10 |
| TERM OF AGREEMENT                                  | ARTICLE 40 |
| TRANSFER   | ARTICLE 27 |
| TUITION REIMBURSEMENT                              | ARTICLE 6  |
| USE OF CITY FACILITIES                             | ARTICLE 34 |
| VACATION   | ARTICLE 12 |
| WAIVER PROVISION OF BARGAINING DURING TERM         | ARTICLE 36 |
| WELLNESS BENEFIT                                   | ARTICLE 24 |

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  
Deputy Director of Public Works  
Deputy Finance Director  
Financial Services Manager  
Harbormaster  
Information Technology & Systems  
Administrator  
Principal Planner  
Program Manager (SMCWPPP)  
Public Works Superintendent

Public Works Supervisor  
Public Works Team Leader  
Recreation Manager  
Recreation Supervisor  
Regional Compliance Program Manager  
(Maintenance Program Manager)  
Senior Civil Engineer  
Senior Management Analyst  
Senior Planner

ARTICLE 3. NON-DISCRIMINATION

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

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



- 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 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

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.

1. 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.
2. 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,

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.

- 3. 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).

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.

## 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 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.

- 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 forty cents (\$0.40) per dollar (\$1.00) up to a maximum of five percent (5.0%).

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

For individual employees hired on or before July 1, 2008 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) 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.

- 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)



## 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 take 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.

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.

- 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. 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.
- H. 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.

#### 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.

#### 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 LEAVE

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.

#### 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.

#### 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.

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).

#### 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.

**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 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.

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.

## 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 \_\_\_\_\_

By \_\_\_\_\_

Clayton Holstine  
City Manager

By \_\_\_\_\_

Adrienne Etherton

By \_\_\_\_\_

Stuart Schillinger  
Assistant City Manager

By \_\_\_\_\_

Jerry Flannagan

By \_\_\_\_\_

Abby Partin  
Human Resources Administrator

A.

**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE  
POLICE CHIEF**

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

**WHEREAS**, the City of Brisbane and the Police Chief 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 Police Chief is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

AGREEMENT BETWEEN THE  
POLICE CHIEF  
AND THE CITY OF BRISBANE

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|  |            |
|--|------------|
| ADDITIONAL COMPENSATION                            | ARTICLE 5  |
| BEREAVEMENT LEAVE                                  | ARTICLE 15 |
| CLASSIFICATION AND PAY PLAN                        | ARTICLE 5  |
| DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION      | ARTICLE 11 |
| DISCIPLINARY PROCEDURE                             | ARTICLE 27 |
| EMERGENCY WAIVER PROVISIONS                        | ARTICLE 32 |
| FAMILY AND MEDICAL LEAVE                           | ARTICLE 20 |
| HOLIDAYS   | ARTICLE 13 |
| HOUSING ASSISTANCE PROGRAM                         | ARTICLE 6  |
| INSURANCE  | ARTICLE 9  |
| JURY DUTY  | ARTICLE 18 |
| LAYOFF PROCEDURE                                   | ARTICLE 25 |
| LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY | ARTICLE 23 |
| LONGEVITY RECOGNITION LEAVE                        | ARTICLE 22 |
| MANAGEMENT RIGHTS AND IMPACT OF MGMT. RIGHTS       | ARTICLE 4  |
| MANDATORY ADMINISTRATIVE LEAVE                     | ARTICLE 21 |
| MATERNITY LEAVE                                    | ARTICLE 19 |
| MILITARY LEAVE                                     | ARTICLE 17 |
| NON-DISCRIMINATION                                 | ARTICLE 3  |
| OUTSIDE EMPLOYMENT                                 | ARTICLE 28 |
| OVERTIME   | ARTICLE 8  |
| PAST PRACTICE                                      | ARTICLE 34 |
| PERSONAL LEAVE                                     | ARTICLE 16 |
| PREAMBLE   | ARTICLE 1  |
| PROBATIONARY PERIOD AND PERFORMANCE RATING         | ARTICLE 26 |
| PROHIBITED ACTIVITIES                              | ARTICLE 30 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM                | ARTICLE 7  |
| RECOGNITION  | ARTICLE 2  |
| SEVERABILITY PROVISION                             | ARTICLE 33 |
| SICK LEAVE   | ARTICLE 14 |
| SUPPLEMENTAL STIPEND                               | ARTICLE 10 |
| TERM OF AGREEMENT                                  | ARTICLE 35 |
| USE OF CITY FACILITIES                             | ARTICLE 29 |
| VACATION   | ARTICLE 12 |
| WAIVER PROVISION OF BARGAINING DURING TERM         | ARTICLE 31 |
| WELLNESS BENEFIT                                   | ARTICLE 24 |



MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF BRISBANE  
AND THE POLICE CHIEF

ARTICLE 1. PREAMBLE

Pursuant to Government Code 3500, as amended, et seq., the City of Brisbane and the Police Chief have entered into this Agreement. 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 this Memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research).

ARTICLE 2. RECOGNITION

The City hereby recognizes the Police Chief as the sole and exclusive representative for this bargaining unit.

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever 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;
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 Police Chief 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. CLASSIFICATION AND PAY PLAN

#### A. Salaries

The Police Chief shall be paid in accordance with the pay schedule attached hereto as Appendix "A" and by such reference made a part hereof, which incorporates all salary modifications made to date.

Step A is the normal beginning step. However, with the approval of the City Manager, a person with exceptional qualifications may be appointed at a higher step. If an employee has performed satisfactorily during his/her first six months of employment, a step increase may be granted. Successive step merit increases shall be granted annually thereafter, until the top step is reached if, in the opinion of the City Manager, performance of the employee merits such an increase.

#### Market Adjustments

1. Effective the first full payroll period after January 1, 2023, an increase of 3.0%.
2. Effective the first full payroll period after January 1, 2024, an increase of 3.0%.
3. Effective the first full payroll period after July 1, 2024, a minimum increase of 6.0%.
4. Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will 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. The results of the survey will be used to reopen the contract for total compensation discussion. 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. Additional Compensation

1. On or about the second pay period of August each year, the City Manager may grant up to 10 days management incentive annually to Police Chief in recognition of performance and significant contribution of time and effort over the past year. Based upon the determination

of the City Manager as to the ability of the City to afford paying out management incentive, the employee can elect to receive this leave in the form of time off or pay. Such election shall be made prior to 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. If there is an inability of the City to pay out Administrative Leave it will be awarded as leave time. 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 management incentive leave shall be prorated. .

2. The employee in this unit may be appointed to act as Deputy City Manager. Appointment to this position is at the discretion of the City Manager. The employee, when so appointed, shall be eligible to receive up to 10.0% of his/her current base salary.
3. Bi-Lingual Pay – Employees in this unit are eligible to receive \$200 per month effective the first pay period in July 2023. This incentive will be paid on a bi-weekly basis. Employees are only eligible to receive Bi-Lingual pay for one language and must pass a state exam showing competency in the second language in order to be eligible.

#### ARTICLE 6. HOUSING ASSISTANCE PROGRAM

The City Council hereby establishes a policy of encouraging Police Chief to participate in the community as a resident of Brisbane. To that end, the City Manager and Administrative Services Director shall implement a Housing Assistance Program.

Such assistance may be provided in the form of a housing allowance in the sum of \$250 per month for an employee who resides in Brisbane.

The City Manager may also offer loans to the Police Chief to provide the employee with assistance in purchasing housing. The City Manager shall administer the program and shall review the circumstances and financial need of the Police Chief in order to determine the most appropriate means, if any, to effectuate the housing financing consistent with the financial conditions of the City and such other pertinent factors as the City Manager deems applicable. Arrangements for housing financing shall be reviewed and approved by the City Attorney prior to being presented to the City Council for final approval. In no event is the City obligated to provide such assistance and may in its sole discretion terminate or modify this Housing Assistance Program.

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

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

New Police Chief hires on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of the CalPERS will receive the Local Safety 3% @ 55 retirement plan. The employee contribution for those participating in the Local Safety 3% @ 55 retirement plan will be 9.0%.

New Police Chiefs hired on or after January 1, 2013 who are determined by CalPERS to be “new” members of the CalPERS retirement system will receive the Local Safety 2.7% @ 57 retirement plan. The employee contribution for those participating in the Local Safety 2.7% @ 57 retirement plan will be 50% of the normal cost for the retirement benefit. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

#### ARTICLE 8. HOURS OF WORK AND OVERTIME

As defined by the Fair Labor Standards Act, the Chief of Police is considered exempt and as such is exempted from the Act’s overtime requirements.

#### ARTICLE 9. INSURANCE

##### A. CalPERS Employer Health Contribution

The City shall contribute the minimum health premium contribution for participating active and retired employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA), currently at \$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   |

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

#### C. Dental Benefits

During the term of this agreement, the City shall 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 Insurance & Long Term Disability

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

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 11 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

### ARTICLE 11. DEFERRED COMPENSATION-EMPLOYER CONTRIBUTION

- A. For employees hired on or after July 1, 2016 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 percent (5.0%) or more of the employee's base monthly salary toward the 457 deferred compensation plan the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to a maximum amount of five percent (5.0%).
- B. Employees hired on or before July 1, 2016 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree medical supplemental stipend.

- C. For individual employees hired on or before July 1, 2016 that are eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward their 457 deferred compensation plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards their 457 plan, the City will match such contribution at the rate of forty cents (\$0.40) per dollar (\$1.00) up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) 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

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

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

- B. Vacation credits shall be accrued pro rata on each pay period.
- C. 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.
- D. Subject to approval by the appointing authority, 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.
- E. If operational needs are such that an employee cannot take all or part of his annual vacation in a particular calendar year, such vacation shall either be taken during the following calendar year or paid for at the discretion of the appointing authority.
- F. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation at any time shall not exceed two years annual accrual without approval of the appointing authority. All vacation deferments approved by the City Manager shall be furnished to Human Resources in such form as may be specified.



- G. Employees of this unit may be eligible for a higher tier of Article 11, Section A Vacation Leave above, if upon the date of hire, said employee possesses nine (9) years or more demonstrated experience in their respective field of hire. This advanced vacation leave allowance shall be awarded to a new or recently appointed employee at the discretion of the City Manager. Employees who are awarded the second tier vacation leave allowance shall graduate to the third and final tier after four years of service as Police Chief. The third tier of vacation shall be the maximum allowable annual vacation accrual.
- H. 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)

- B. Observance of Holidays

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

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

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

- C. All full-time scheduled employees covered herein are eligible for an additional 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.

Probationary employees are not eligible for paid holiday time (floating holidays) during the first six months of employment. Based on the number of months remaining in the calendar year upon the conclusion of six months of employment, the employee is eligible for paid holiday time (floating holidays) on a pro rata basis (2 hours per month).

#### 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 following provisions shall govern the accrual and usage of sick leave:

- 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. Employee shall not accrue sick leave during their first 90 days of employment under original appointments, but shall receive credits for that period when 90 days of service has 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. The City Manager 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 appointing authority. Where the period of absence due to illness or injury is not known at the outset, it shall be the responsibility of the employee to remain in contact with his immediate supervisor, on a daily basis if deemed necessary by the supervisor.

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

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

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits may be applied to make up the difference between State benefits and full, base salary.
- F. An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.
- G. Accrued sick leave may be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.
- H. 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 City Manager to full-time 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. City Manager or designee may approve use of leave for this purpose for other than the family members defined above. The City Manager or designee may also approve extensions to such leaves due to unusual circumstances.

#### ARTICLE 16. PERSONAL LEAVE

The full-time employee in this unit may use up to one (1) day per year of sick leave for 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 City Manager 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 City Manager 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 City Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

#### ARTICLE 18. JURY DUTY

A full-time 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 official capacity as a City employee shall be permitted time off without pay. If the employee elects, accrued vacation 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.

#### ARTICLE 20. FAMILY AND MEDICAL LEAVE

Family and Medical leave shall be granted in accordance with the applicable Federal and State provisions. The policies and procedures covering this article are set forth in the Family and Medical Leave Policy.

#### ARTICLE 21. MANDATORY ADMINISTRATIVE LEAVE

The City Manager, in his sole discretion, may place an employee 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 or where such leave is in the best interest of the City. The City Manager shall advise the City Council, prior to granting such leave.

#### ARTICLE 22. LONGEVITY RECOGNITION INCENTIVE

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

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

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

Except as provided under State and Federal law for employees on military leave of absence or other such protected leave, 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 will provide up to \$300 per fiscal year for a wellness benefit.

#### ARTICLE 25. LAYOFF PROCEDURE

The policies and procedures covering this article are set forth in the City Personnel Rules and Regulations, Section 12.02.

#### ARTICLE 26. PROBATIONARY PERIOD AND PERFORMANCE RATINGS

For the classification of Police Chief, 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.

The Police Chief shall serve a probationary period of 12 months. The appointing authority in his/her sole discretion may extend the probationary period another six months.

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

#### ARTICLE 27. DISCIPLINARY PROCEDURE

The Police Chief shall be subject to disciplinary action only for just cause including, but not limited to, performance, and matters which are the subject of disciplinary action as contained within the Personnel Rules and Regulations of the City. The Police Chief shall also have the rights of review and appeal provided to all other employees of the City (Resolution 94-13).

#### ARTICLE 28. OUTSIDE EMPLOYMENT

Employees shall not carry on, concurrently with their public employment, any other employment, business or undertaking that 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 29. USE OF CITY FACILITIES

Upon reasonable advance notice, City Manager or designee may authorize the use of appropriate City facilities by recognized employee organizations for meetings involving City employees they

represent. Such meetings shall not conflict with the conduct of normal City business nor be held during on-duty time of the City personnel concerned.

The City Manager or designee may grant exceptions to the aforementioned on-duty policy 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 Group business.

Upon request, 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 Officer prior to posting. Space allotted for this purpose shall be withdrawn should any posted material contain inflammatory or other objectionable content.

#### ARTICLE 30. PROHIBITED ACTIVITIES

No employee or 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 31. 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.

#### ARTICLE 32. 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 33. 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 34. PAST PRACTICE

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

The City's Personnel Rules and Regulations shall remain in full force and effect unless contraindicated by a specific provision of the Agreement. It is understood and agreed by the parties that this Agreement supersedes all previous agreements between the parties, and that upon approval by the Brisbane City Council it shall be binding and enforceable to the full extent permitted by law.

### ARTICLE 35. TERM OF THE AGREEMENT

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

## RATIFICATION AND EXECUTION

The City and the Police Chief 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 Police Chief acknowledge that this agreement shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

POLICE CHIEF

CITY OF BRISBANE

Dated\_\_\_\_\_

By\_\_\_\_\_  
Clayton Holstine  
City Manager

By\_\_\_\_\_  
Elizabeth Macias

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

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



**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING WAGES, HOURS AND WORKING CONDITIONS FOR THE  
POLICE COMMANDER**

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

**WHEREAS**, the City of Brisbane and the Police Commander 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 Police Commander is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

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

JULY 1, 2022 – JUNE 30, 2026

## TABLE OF CONTENTS

|  |            |
|--|------------|
| BEREAVEMENT LEAVE                                  | ARTICLE 17 |
| CLASSIFICATION AND PAY PLAN                        | ARTICLE 5  |
| DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION      | ARTICLE 21 |
| DEMOTION   | ARTICLE 28 |
| DISCIPLINARY PROCEDURE                             | ARTICLE 32 |
| EMERGENCY WAIVER PROVISIONS                        | ARTICLE 38 |
| GRIEVANCE PROCEDURE                                | ARTICLE 33 |
| HOLIDAYS   | ARTICLE 15 |
| INSURANCE  | ARTICLE 9  |
| JURY DUTY  | ARTICLE 20 |
| LAYOFF PROCEDURE                                   | ARTICLE 27 |
| LEAVES OF ABSENCE WITHOUT PAY: AFFECT ON SENIORITY | ARTICLE 26 |
| LONGEVITY RECOGNITION LEAVE                        | ARTICLE 23 |
| MANAGEMENT RIGHTS AND IMPACT OF MANAGEMENT RIGHTS  | ARTICLE 4  |
| MANDATORY ADMINISTRATIVE LEAVE                     | ARTICLE 24 |
| MATERNITY LEAVE                                    | ARTICLE 21 |
| MEDICAL EXAMINATION                                | ARTICLE 13 |
| MEDICAL LEAVE                                      | ARTICLE 22 |
| MILITARY LEAVE                                     | ARTICLE 19 |
| NON-DISCRIMINATION                                 | ARTICLE 3  |
| OTHER LEAVES WITHOUT PAY                           | ARTICLE 25 |
| OUTSIDE EMPLOYMENT                                 | ARTICLE 34 |
| OVERTIME   | ARTICLE 8  |
| PAST PRACTICE                                      | ARTICLE 40 |
| PERSONAL LEAVE                                     | ARTICLE 18 |
| PREAMBLE   | ARTICLE 1  |
| PROBATIONARY PERIOD AND PERFORMANCE RATING         | ARTICLE 31 |
| PROHIBITED ACTIVITIES                              | ARTICLE 36 |
| PROMOTIONS   | ARTICLE 30 |
| PUBLIC EMPLOYEES' RETIREMENT SYSTEM                | ARTICLE 87 |
| RECOGNITION  | ARTICLE 2  |
| SEVERABILITY PROVISION                             | ARTICLE 39 |
| SICK LEAVE   | ARTICLE 16 |
| SUPPLEMENTAL STIPEND                               | ARTICLE 11 |
| TERM OF AGREEMENT                                  | ARTICLE 41 |
| TRANSFER   | ARTICLE 29 |
| TUITION REIMBURSEMENT                              | ARTICLE 6  |
| USE OF CITY FACILITIES                             | ARTICLE 35 |
| VACATION   | ARTICLE 14 |
| WAIVER PROVISION OF BARGAINING DURING TERM         | ARTICLE 37 |
| WELLNESS BENEFIT                                   | ARTICLE 10 |

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

ARTICLE 1. PREAMBLE

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

The terms of the memorandum of Understanding shall be subject to review and meet and confer by the parties if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and meet and confer may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research).

ARTICLE 2. RECOGNITION

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

Police Commander

ARTICLE 3. NON-DISCRIMINATION

- A. The parties mutually recognize and agree to protect the rights of all employees hereby to join and/or participate in protected Group activities or to refrain from joining or participating in protected activities in accordance with the Employer-Employee Relations Resolution Sections 3500 et seq.
- B. The City and Group agree that they shall not discriminate against any employee because of race, color, sex, sexual orientation, marital status, age, physical handicap, national origin, political or religious opinions or affiliations. The City and the Group shall reopen any provisions of this Agreement for the purpose of complying with any order of a federal or state agency or court of competent jurisdiction requiring modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.
- C. Whenever a gender pronoun is used in the Agreement, it shall be understood to include all genders.

For Police Commander: mc

1

For the City: 107

#### 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;
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

For Police Commander: 

For the City: 

members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Agreement

## ARTICLE 5. CLASSIFICATION AND PAY PLAN

### A. Salaries

The employee included herein shall be paid in accordance with the pay schedule attached hereto as Appendix A and by such reference made a part hereof which incorporates all salary and benefit modifications made to date.

Step A is the normal beginning step. However, with the approval of the City Manager, a person with exceptional qualifications may be appointed at a higher step. If an employee has performed satisfactorily during his/her first six months of employment, a step increase may be granted. Successive step merit increases shall be granted annually thereafter until the top step is reached if, in the opinion of the Department Head or City Manager, performance of the employee merits such an increase.

### Market Adjustments

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

1. Effective the first full payroll period after January 1, 2023, an increase of 3.0%.
2. Effective the first full payroll period after January 1, 2024, an increase of 3.0%.
3. Effective the first full payroll period after July 1, 2024, a minimum increase of 6.0%.
4. Effective the first full pay period in July 2025, a Cost of Living Adjustment increase of 6% unless the cumulative inflation over the course of the term of the contract is less than 18%. If the cumulative inflation is less than 18%, the Cost of Living Adjustment will 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. Additional Compensation

1. Administrative Leave – On or about the second pay period of August of each year, the department head, with approval from the City Manager, may grant up to 10 days of Administrative Leave time off annually to the employee in recognition of performance and significant contribution. Based upon the determination of the City Manager as to the ability of the City to afford paying out Administrative Leave time, the employee can elect to receive this leave in the form of time off or pay. Such election shall be 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. If there is an inability of the City to pay out Administrative Leave, it will be awarded as leave time. 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 management 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 receive 10.0% above his/her current base salary for the first thirty (30) days of such assignment and 15.0% above his/her current base salary for the duration of the assignment.
3. **Compensation Study** - The City will complete a total compensation market survey completed after January 2024 to 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 Commander bargaining unit regarding the results of the market study. The parties will explore the feasibility of a median implementation strategy. Should another Bargaining Unit receive more favorable terms regarding implementation of a compensation study, then those same provisions shall apply to this unit. 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%.
4. **Bi-Lingual Pay** – Employees in this unit are eligible to receive \$200 per month the first pay period in January 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 6. TUITION REIMBURSEMENT

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

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

For Police Commander: 

For the City: 

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

1. One (1) year service after the end of the last semester for part-time students (six or less units per semester or eight or less quarter units per quarter).
2. Two (2) years' service after the end of the last semester for full-time students (over six units per semester or over eight quarter units per quarter).
3. The employee agrees to reimburse the City of Brisbane if he/she fails to obtain pre-approval from the department head, he/she does not meet the grade requirements, or he/she does not fulfill the service requirement.

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

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

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

New Commander bargaining unit hires on or after January 1, 2013 who are determined by CalPERS to be "new" members to the CalPERS retirement system will receive the Local Safety 2.7% @ 57 retirement program. The employee contribution for those participating in the Local Safety 2.7%@ 57 retirement plan will be 50% of the normal cost for their retirement benefit. In this and all other relevant respects, the City will comply with Government Code sections 7522 et seq. (PEPRA) including but not limited to the employee cost-share, the cap on pension benefits, and the three-year average for calculating final compensation.

#### ARTICLE 8. OVERTIME

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

#### ARTICLE 9. INSURANCE

##### A. CalPERS Employer Health Contribution

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

For Police Commander: 

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 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 |
|------|----|---|

Any tax consequence resulting from City contributions to the Flexible Compensation Plan are the sole responsibility of the employee. Additionally, any such amount of the Flexible Compensation Plan received as cash shall be added to wages but are not considered compensation for retirement purposes as defined by the California Public Employees' Retirement Law.

C. Dental Benefits

During the term of this agreement, the City shall 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 Insurance

The City shall maintain in effect for the term of this resolution its existing life and long-term disability insurance plans.

E. Vision Care Insurance

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

F. Employee Assistance Program

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


ARTICLE 10: WELLNESS BENEFIT

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

ARTICLE 11. SUPPLEMENTAL STIPEND

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is, the employee will receive the appropriate amount for the combined plan. The benefit will continue only through the life of the employee, not survivors; and shall be subject to change in subsequent MOUs. If the employee changes health care carriers, the benefit will cease; provided, however, that in the case of PEMHCA health care plans, an employee may change carriers as long as it the

For Police Commander: 

For the City: 

health care plan remains within the PEMHCA umbrella. All of the following conditions shall be met for the employee to be eligible to receive this benefit:

- 1) The employee has 15 years or more service with the City of Brisbane.
- 2) The employee retires from service with the City of Brisbane.
- 3) The effective date of the retirement is within one-hundred twenty (120) days of separation from the City of Brisbane.
- 4) Employees hired after July 1, 2008 are not eligible for the supplemental stipend benefit. Such employees will be eligible to receive a benefit as noted in Article 12 below.
- 5) Any employee hired before July 1, 2008 and who retires before July 1, 2020, and who meets the conditions above, will be paid a stipend that is equal to the single party premium rate charged the City by Kaiser

#### ARTICLE 12. DEFERRED COMPENSATION – EMPLOYER CONTRIBUTION

For employees hired on or after January 1, 2013 the City will contribute one point five percent (1.5%) of the employee's base monthly salary toward a defined contribution benefit plan and the above Article 10. Supplemental Stipend will not apply. In the event the employee makes a contribution of up to five percent (5.0%) or more of the employee's base monthly salary toward the Defined Contribution Plan, the City will match such contribution up to a maximum rate of five (5.0%).

Employees hired on or before January 1, 2013 shall have the option of contributing to their 457 deferred compensation plan without forfeiting any rights to the retiree supplemental stipend.

For individual employees eligible for the supplemental stipend who voluntarily elect to irrevocably opt out of the supplemental stipend benefit, the City will contribute three percent (3.0%) of the employee's base monthly salary toward a Defined Contribution Plan and the above supplemental stipend will not apply. In the event the employee makes a contribution up to five percent (5.0%) of the employee's base monthly salary towards the Defined Contribution Plan, the City will match such contribution up to two percent (2.0%). The City's total contribution toward any employee will not exceed five percent (5.0%) 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.


#### ARTICLE 13. MEDICAL EXAMINATION

The employee shall be eligible to receive a comprehensive medical examination, to include an electrocardiogram, every other year. The medical examination shall be the same as the pre-employment medical examination give to new police department employees. The employee shall use the same provider for the medical examination that is used by the City.

#### ARTICLE 14. VACATION

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

For Police Commander: 

For the City: 

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

- B. Vacation credits shall be accrued pro rata on each pay period. Employees shall not be eligible to use vacation during the first six (6) months of employment, but shall receive credits for that period when six (6) months of service have been attained.
- C. Subject to approval by the appointing authority, the department and employee shall schedule the times at which vacation leave is to be taken with due consideration being given to the desires of the employee and the operational needs of the department. Use of vacation leave in less than one-day increments shall be discouraged.
- D. Based on the operational need or employee preference, vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation accrued shall not exceed the maximum accrual listed above, except as noted below.
- E. Vacation leave accrued may exceed the listed maximum hours only with approval of the Appointing Authority. Documentation of all vacation deferments approved by the Appointing Authority shall be provided to Human Resources in such form as specified.
- F. It is the employee's responsibility to keep track of his/her accrued hours and make timely requests to take earned vacation leave. The granting of vacation leave requests is at the discretion of the department head or designee, based on staffing and operational needs of the department. Failure to plan for and timely scheduling of vacation leave shall result in no further vacation hours being accrued when the maximum number of accrued vacation hours is reached. However, no employee shall lose the accrual of vacation hours when timely vacation requests are made. A timely vacation request shall be one that is submitted ten (10) days prior to the requested leave date(s).
- G. Based upon operational needs or employee preference, the use of vacation leave earned in a given year may be deferred to the following year. However, the total amount of vacation at any time shall not exceed two years annual accrual without approval of the appointing authority. All vacation deferments approved by the department head or the appointing authority shall be furnished to Human Resources in such form as may be specified by him/her.
- H. Where an illness or injury necessitates care and treatment by a physician during an employee's vacation leave, the days shall not be charged against the employee's vacation accrual. Upon presentation of appropriated documentation from the physician such leave will be changed to the employee's sick leave.
- I. Vacation Buyback Provision – Employees who have used a minimum of 60 hours during the fiscal year can sell up to 80 hours of vacation time back to the City in June of that fiscal year.

This provision will terminate on June 30, 2025 unless agreed to continue by both parties prior to June 30, 2025.

## ARTICLE 15. 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)

### B. Observance of Holidays

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

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

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

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

For Police Commander: 

For the City: 

## ARTICLE 16. SICK LEAVE

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

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

- A. Sick leave shall be earned at the rate of eight (8) hours for each calendar month of service.
- B. Sick leave credits earned may be accumulated without limit. Employees separating from the City service shall not be entitled to any payment of unused, accrued leave.
- C. Employees shall not accrue sick leave during their first 90 days of employment under original appointments, but shall receive credits for that period when 90 days of service have been attained.
- D. In order to be entitled to sick leave, an employee who, because of illness or injury, is unable to report for work shall so notify his immediate supervisor within one hour from the commencement of the shift. A department head may require an earlier notification where it is warranted due to operational needs.

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

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

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

- E. Where an illness or injury is job-related and covered by State Workers' Compensation, accrued sick leave and vacation credits shall be applied to make up the difference between State benefits and full, base salary. However, sick leave shall not be paid for any absence of

For Police Commander: 

For the City: 

a law enforcement employee resulting from illness or injury arising out of the course of employment by the City.

An employee may use one-half of his/her annual accrual of sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventative care for a child, spouse, registered domestic partner, parent (including biological, adoptive, foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandparent, grandchild, or sibling. The Personnel Officer may approve use of leave for this purpose for other than the family members defined above.

F. Accrued sick leave may, with department head approval, be used for medical and dental appointments of the employee where it is unfeasible to schedule them on the employee's own time.

G. No accrued leave may be used for an injury or illness arising from outside employment.

#### ARTICLE 17. 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 18. PERSONAL LEAVE

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

#### ARTICLE 19. 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 20. 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 21. MATERNITY LEAVE

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

#### ARTICLE 22. 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 23. LONGEVITY RECOGNITION INCENTIVE

Effective July 1, 2008, in recognition of twelve (12) consecutive years of service with the City of Brisbane, the City grants to such a qualified employee each year forty hours of time off with pay. Such time off is to be taken within a year of the date the leave is awarded, provided, that the employee schedules appropriate release time with the employee's supervisor and provided further that such time not taken may not be carried over nor paid out in cash.

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

#### ARTICLE 24. 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 25. 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 26. 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 27. LAYOFF PROCEDURE

City Personnel Rules and Regulations, Section 12.02.

#### ARTICLE 28. 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.

For Police Commander: me

For the City: 18

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

#### ARTICLE 29. 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 30. 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 31. 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

For Police Commander: pl

For the City: [Signature]

qualified for permanent status. The department head shall submit to the Personnel Officer an evaluation of the probationer's performance at times specified by the Officer, but no less than twice during the employee's probationary period.

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

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

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

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

#### ARTICLE 32. DISCIPLINARY PROCEDURE

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

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

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

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

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

### ARTICLE 33. GRIEVANCE PROCEDURE

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

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

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

STEP 1: An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. Where the grievance concerns a matter of proper compensation or a matter which could not reasonably be discovered by the employee within twenty (20) working days of the occurrence. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with 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)

For Police Commander: me

17

For the City: le

working days of its receipt. Within this period the appointing authority, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

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

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

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

#### ARTICLE 34. 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 35. USE OF CITY FACILITIES

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

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

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

For Police Commander: 

For the City: 

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 36. 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 37. 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 38. 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 39. 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 40. PAST PRACTICE

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

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

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

#### ARTICLE 41. TERM OF THE AGREEMENT

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

## RATIFICATION AND EXECUTION

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


POLICE COMMANDER

CITY OF BRISBANE

Dated 12/04/22

By   
Clayton Holstine  
City Manager

By   
Mario Garcia

By   
Stuart Schillinger  
Assistant City Manager

By   
Abby Partin  
Human Resources Administrator





**File Attachments for Item:**

B. Approve Resolutions Adopting Pay Scales and Master Pay Schedules for Fiscal Year 2022-23.

(These Pay Schedules will reflect the salary increases imbedded in the Memoranda of Understanding approved by the prior Council action.)



## CITY COUNCIL AGENDA R, EPORT

**Meeting Date:** December 8, 2022

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

**Subject:** Approval of Resolutions Adopting Pay Scales and Master Pay Schedule for Fiscal Year (FY) 2022-23.

### Community Goal/Result

Fiscally Prudent

### Purpose

To ensure qualified, stable and dedicated workforce for the community.

### Recommendation

Adopt Resolutions to amend current pay scales and update master pay schedule for FY 2022-23.

### Background

On November 4, 2016, CalPERS issued Circular Letter 200-050-16, clarifying that pay schedules must comply with Government Code (GC) Section 20636 and California Code of Regulations (CCR), Title 2, Section 570.5. If an agency does not meet the requirements outlined in GC Section 20636 and CCR, Title 2, Section 570.5, CalPERS may determine an amount that may be considered to be the pay rate.

To comply with these codes, pay schedules need to meet the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

On May 17, 2017, the City began posting a master pay schedule that combines all of the pay schedules, including Council Member and Commissioner Pay, together in one document as the master pay schedule, to avoid possible issues with CalPERS going forward.

In December 2022, the City completed negotiations and reached an agreement with all of the employee bargaining groups outlining wages, benefits and working conditions for each respective group. Staff will post the approved labor/employment agreements and associated salary information on the City's website to provide the public with access to this information at <https://www.brisbaneca.org/hr/page/labor-agreements> and <https://www.brisbaneca.org/hr/page/salary-information>

### Discussion

Staff is presenting for adoption tonight the pay schedule increases for the upcoming FY 2022-23 effective the first full pay period in January 2023. The summary of the updates to the master pay schedule are as follows:

- Confidential Management Employees: The classifications in this group will receive a 3% pay increase and the current filled positions in this classification and their respective top step pay rates include: Assistant City Manager at \$127.12 per hour and Finance Director at \$105.78 per hour.
- Executive Management: The classifications in this group will receive a 3% pay increase and the current filled positions in this classification and their respective top step pay rates include: City Clerk at \$68.54 per hour, Community Development Director at \$106.91 per hour, Parks and Recreation Director at \$101.93 per hour and Public Works Director/City Engineer at \$125.15 per hour.
- Police Chief: This classification will receive a 3% pay increase and the new pay rate will be \$124.73 per hour at the top step.
- The following bargaining groups will also receive a 3% pay increase: Brisbane Fire Management, Confidential Employees, General Employees Association, International Association of Firefighters, Local 2400, Mid-Management/Professional Employees, Police Commander.

Historically, the City Council has approved pay increases for hourly unrepresented employees that mirror the pay increases of represented bargaining groups. In order to continue this practice, staff is requesting Council to approve for this fiscal year a similar 3% increase to the pay scales for hourly employees, with the exception of the Intern, Habitat Restoration Lead Worker and Special Assistant positions to ensure the hourly employees are compensated appropriately and their compensation kept in line with their fellow employees in the bargaining units. Staff is also recommending that hourly pay step scales that are currently below the scheduled January 2023 minimum wage increase have their starting step (Step A) be set at \$15.50 per hour and additional steps (Grades B to E) be adjusted in increments of 5% accordingly, so that minimum wage requirement is met.

Staff recommends City Council approves the attached resolutions, so that the City is in compliance with GC Section 20636 and CCR section 570.5, and able to work towards retaining and attracting the quality and expertise of staff required by Council and the community.

**Fiscal Impact**

These increases are reflected in the FY 2022-23 budget.

**Measure of Success**

The City is able to recruit and retain a qualified, stable and dedicated workforce.

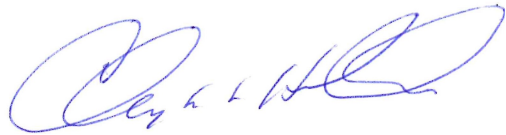
**Attachments**

1. CalPERS Circular Letter 200 500 16 Agreement
2. Resolutions 2022-XX through 2022-XX



---

Abby Partin, HR Administrator



---

Clay Holstine, City Manager



California Public Employees' Retirement System  
 P.O. Box 942715  
 Sacramento, CA 94229-2715  
**(888) CalPERS** (or **888-225-7377**)  
 TTY: (877) 249-7442  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

Circular Letter: 200-050-16  
 Distribution: IV, V, VI, X, XII, XVI

## Circular Letter

November 4, 2016

TO: **ALL CALPERS EMPLOYERS**

SUBJECT: **STATUTORY AND REGULATORY REQUIREMENTS FOR COMPENSATION  
 EARNABLE AND PUBLICLY AVAILABLE PAY SCHEDULES**

Accurate Payroll reporting is crucial for providing accurate member benefits. The purpose of this letter is to remind employers of the requirements for compensation earnable and publicly available pay schedules.

### **Compensation Earnable**

Only those pay amounts that meet the definition of compensation earnable are used when calculating retirement benefits. For more information about compensation earnable, please refer to the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1 which define compensation earnable for State, School, and Public Agency members. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

All employers must comply with the compensation earnable provisions and corresponding regulations of the PERL. Where employers fail to comply, pay amounts will be determined to not constitute payrate, and accordingly, CalPERS will be unable to use such pay amounts when calculating members' retirement benefits.

### **Requirement for Publicly Available Pay Schedules**

To meet the definition of compensation earnable, an amount of pay must either constitute payrate or special compensation as defined in the statutes. GC section 20636(d) further requires that payrate and special compensation schedules, ordinances, or similar documents are public records.

Employers must review their pay schedules to verify that all members' pay amounts are included within a publicly available pay schedule.

**Compensation Earnable Government Codes**

GC section 20636(b)(1) (applicable to Public Agency members) and 20636.1(b)(1) (applicable to School members) require pay amounts to be paid pursuant to publicly available pay schedules. For example, GC section 20636 (b)(1) states:

“Payrate means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. “Payrate,” for a member who is not in a group or class, means the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e).”

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

- (a) For purposes of determining the amount of “compensation earnable” pursuant to GC sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
  - (1) Has been duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws;
  - (2) Identifies the position title for every employee position;
  - (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
  - (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
  - (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer’s internet website;
  - (6) Indicates an effective date and date of any revisions;
  - (7) Is retained by the employer and available for public inspection for not less than five years; and
  - (8) Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one salary schedule for each member’s pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable.

**Publicly Available Pay Schedules Government Code**

If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, then CalPERS must determine that the pay amount fails to meet the definition of payrate. CCR 570.5 (b)(1)-(4) outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay schedule provided.

CCR 570.5 (b) states:

- (b) Whenever an employer fails to meet the requirements of subdivision (a) above, the Board, in its sole discretion, may determine an amount that will be considered to be payrate, taking into consideration all information it deems relevant including, but not limited to, the following:
  - (1) Documents approved by the employer's governing body in accordance with requirements of public meetings laws and maintained by the employer;
  - (2) Last payrate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue;
  - (3) Last payrate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position;
  - (4) Last payrate for the member in a position that was held by the member and that is listed on a pay schedule that conforms with the requirements of subdivision (a) of a former CalPERS employer.

For assistance or questions, please direct your inquiries to the CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**).

Renee Ostrander, Chief  
Employer Account Management Division



**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING THE PAY SCHEDULE FOR THE  
CONFIDENTIAL EMPLOYEES GROUP**

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the Confidential Employees Group ; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Confidential Employees Group provides for wage increases of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Confidential Management Group must be adopted that reflect the increase.

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

The pay schedule for the Confidential Employees Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Confidential Employees Group

Exhibit A

| <b><u>Job Title</u></b>                   |           | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|---|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Administrative                            | Monthly   | 7,807.25             | 8,195.49             | 8,607.27             | 9,035.51             | 9,489.64             |
| Management Analyst                        | Bi-Weekly | 3,603.34             | 3,782.53             | 3,972.58             | 4,170.24             | 4,379.83             |
|   | Hourly    | 45.04                | 47.28                | 49.66                | 52.13                | 54.75                |
| Deputy City Clerk/<br>Executive Assistant | Monthly   | 7,348.41             | 7,715.48             | 8,101.37             | 8,508.44             | 8,931.98             |
|   | Bi-weekly | 3,391.57             | 3,560.99             | 3,739.09             | 3,926.97             | 4,122.45             |
|   | Hourly    | 42.39                | 44.51                | 46.74                | 49.09                | 51.53                |
| Human Resources<br>Administrator          | Monthly   | 12,609.46            | 13,240.23            | 13,902.54            | 14,598.35            | 15,327.68            |
|   | Bi-weekly | 5,819.75             | 6,110.88             | 6,416.56             | 6,737.70             | 7,074.31             |
|   | Hourly    | 72.75                | 76.39                | 80.21                | 84.22                | 88.43                |
| Senior Human<br>Resources Analyst         | Monthly   | 8,722.56             | 9,157.87             | 9,616.70             | 10,096.71            | 10,600.25            |
|   | Bi-weekly | 4,025.80             | 4,226.71             | 4,438.48             | 4,660.02             | 4,892.43             |
|   | Hourly    | 50.32                | 52.83                | 55.48                | 58.25                | 61.16                |

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING THE PAY SCHEDULE FOR THE CONFIDENTIAL MANAGEMENT GROUP

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the Confidential Management Group ; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Confidential Management Group provides for wage increases of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Confidential Management Group must be adopted that reflect the increase.

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

The pay schedule for the Confidential Management Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Confidential Management Group

Exhibit A

| <b><u>Job Title</u></b>                       |           | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|---|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Administrative Services<br>Director           | Monthly   | 15,762.84            | 16,549.42            | 17,378.57            | 18,245.82            | 19,160.12            |
|   | Bi-Weekly | 7,275.16             | 7,638.19             | 8,020.88             | 8,421.15             | 8,843.13             |
|   | Hourly    | 90.94                | 95.48                | 100.26               | 105.26               | 110.54               |
| Assistant City Manager                        | Monthly   | 18,127.27            | 19,031.83            | 19,985.35            | 20,982.69            | 22,034.14            |
|   | Bi-Weekly | 8,366.43             | 8,783.92             | 9,224.01             | 9,684.32             | 10,169.60            |
|   | Hourly    | 104.58               | 109.80               | 115.30               | 121.05               | 127.12               |
| Finance Director                              | Monthly   | 15,086.08            | 15,839.04            | 16,632.33            | 17,465.97            | 18,335.45            |
|   | Bi-Weekly | 6,962.80             | 7,310.32             | 7,676.46             | 8,061.21             | 8,462.52             |
|   | Hourly    | 87.04                | 91.38                | 95.96                | 100.77               | 105.78               |
| Special Council<br>Major Development Projects | Hourly    | 175.04               |                      |                      |                      |                      |

**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING THE PAY SCALE FOR THE  
EXECUTIVE MANAGEMENT GROUP**

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the Executive Management Group; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Executive Management Group provides for wage increase of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Executive Management Group must be adopted that reflect the increase,

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

The pay schedule for the Executive Management Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3.0% Increase

## CITY OF BRISBANE

Executive Management Group

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> |
|---|-----------|---------------|---------------|---------------|---------------|---------------|
| Assistant to the City Manager           | Monthly   | 12,078.72     | 12,681.54     | 13,317.97     | 13,981.29     | 14,682.71     |
|   | Bi-weekly | 5,574.79      | 5,853.02      | 6,146.75      | 6,452.90      | 6,776.63      |
|   | Hourly    | 69.68         | 73.16         | 76.83         | 80.66         | 84.71         |
| City Clerk                              | Monthly   | 9,773.88      | 10,263.27     | 10,775.86     | 11,316.27     | 11,879.88     |
|   | Bi-weekly | 4,511.02      | 4,736.89      | 4,973.47      | 5,222.89      | 5,483.02      |
|   | Hourly    | 56.39         | 59.21         | 62.17         | 65.29         | 68.54         |
| Community Development Director          | Monthly   | 15,242.94     | 16,004.87     | 16,807.13     | 17,647.48     | 18,530.42     |
|   | Bi-weekly | 7,035.20      | 7,386.86      | 7,757.14      | 8,144.99      | 8,552.50      |
|   | Hourly    | 87.94         | 92.34         | 96.96         | 101.81        | 106.91        |
| Director of Marina and Aquatic Services | Monthly   | 10,117.89     | 10,624.34     | 11,155.45     | 11,713.45     | 12,298.33     |
|   | Bi-weekly | 4,669.80      | 4,903.54      | 5,148.67      | 5,406.21      | 5,676.15      |
|   | Hourly    | 58.37         | 61.29         | 64.36         | 67.58         | 70.95         |
| Marina Services Director                | Monthly   | 9,456.81      | 9,929.65      | 10,427.14     | 10,947.04     | 11,496.07     |
|   | Bi-weekly | 4,364.68      | 4,582.92      | 4,812.53      | 5,052.48      | 5,305.88      |
|   | Hourly    | 54.56         | 57.29         | 60.16         | 63.16         | 66.32         |
| Parks & Recreation Director             | Monthly   | 14,534.80     | 15,263.11     | 16,025.03     | 16,825.05     | 17,667.65     |
|   | Bi-weekly | 6,708.37      | 7,044.51      | 7,396.17      | 7,765.41      | 8,154.30      |
|   | Hourly    | 83.85         | 88.06         | 92.45         | 97.07         | 101.93        |
| Public Works Director/<br>City Engineer | Monthly   | 17,846.93     | 18,738.82     | 19,673.30     | 20,659.32     | 21,692.40     |
|   | Bi-weekly | 8,237.04      | 8,648.69      | 9,079.99      | 9,535.07      | 10,011.88     |
|   | Hourly    | 102.96        | 108.11        | 113.50        | 119.19        | 125.15        |

**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF BRISBANE CONCERNING  
THE PAY SCALE FOR THE BRISBANE FIRE MANAGEMENT**

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2020-XX concerning the Memorandum of Understanding between the City of Brisbane and the Brisbane Fire Management; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Brisbane Fire Management provides for wage increases of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Brisbane Fire Management must be adopted that reflect the increase.

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

The pay schedule for Brisbane Fire Management is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3% Increase

CITY OF BRISBANE

Brisbane Fire Management

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> |
|------------------------|-----------|---------------|---------------|---------------|---------------|---------------|
| Assistant Fire Marshal | Monthly   | 13,558.14     | 14,236.04     | 14,947.85     | 15,695.24     | 16,480.00     |
|                        | Bi-weekly | 6,257.60      | 6,570.48      | 6,899.01      | 7,243.96      | 7,606.15      |
|                        | Hourly    | 78.22         | 82.13         | 86.24         | 90.55         | 95.08         |



**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE  
CONCERNING THE PAY SCHEDULE FOR THE  
GENERAL EMPLOYEES ASSOCIATION GROUP**

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the General Employees Association; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the General Employees Association provides for wage increases of 3.0% effective the first full pay period in January 2023; and

**WHEREAS**, a new pay schedule for the General Employees Association must be adopted that reflect the increase.

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

The pay schedule for the General Employees Association is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3.0% Increase

## CITY OF BRISBANE

General Employees Unit

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> |
|--|-----------|---------------|---------------|---------------|---------------|---------------|
| Accounting Assistant I                       | Monthly   | 4,636.53      | 4,869.58      | 5,113.85      | 5,369.32      | 5,638.23      |
|  | Bi-weekly | 2,139.93      | 2,247.50      | 2,360.24      | 2,478.15      | 2,602.26      |
|  | Hourly    | 26.75         | 28.09         | 29.50         | 30.98         | 32.53         |
| Accounting Assistant II                      | Monthly   | 5,104.88      | 5,360.35      | 5,629.27      | 5,909.39      | 6,205.19      |
|  | Bi-weekly | 2,356.10      | 2,474.01      | 2,598.12      | 2,727.41      | 2,863.93      |
|  | Hourly    | 29.45         | 30.93         | 32.48         | 34.09         | 35.80         |
| Accounting Systems Analyst                   | Monthly   | 7,009.82      | 7,378.76      | 7,747.70      | 8,135.09      | 8,541.84      |
|  | Bi-weekly | 3,235.30      | 3,405.58      | 3,575.86      | 3,754.66      | 3,942.39      |
|  | Hourly    | 40.44         | 42.57         | 44.70         | 46.93         | 49.28         |
| Administrative Assistant                     | Monthly   | 6,133.48      | 6,440.49      | 6,760.95      | 7,099.33      | 7,455.64      |
|  | Bi-weekly | 2,830.84      | 2,972.53      | 3,120.44      | 3,276.61      | 3,441.07      |
|  | Hourly    | 35.39         | 37.16         | 39.01         | 40.96         | 43.01         |
| Assistant Engineer I                         | Monthly   | 7,141.91      | 7,500.46      | 7,874.70      | 8,269.11      | 8,681.44      |
|  | Bi-weekly | 3,296.27      | 3,461.75      | 3,634.48      | 3,816.51      | 4,006.82      |
|  | Hourly    | 41.20         | 43.27         | 45.43         | 47.71         | 50.09         |
| Assistant Engineer II                        | Monthly   | 7,856.77      | 8,246.70      | 8,661.27      | 9,093.78      | 9,548.69      |
|  | Bi-weekly | 3,626.20      | 3,806.17      | 3,997.51      | 4,197.13      | 4,407.09      |
|  | Hourly    | 45.33         | 47.58         | 49.97         | 52.46         | 55.09         |
| Associate Planner                            | Monthly   | 8,264.62      | 8,679.20      | 9,113.94      | 9,568.86      | 10,048.42     |
|  | Bi-weekly | 3,814.44      | 4,005.78      | 4,206.44      | 4,416.40      | 4,637.73      |
|  | Hourly    | 47.68         | 50.07         | 52.58         | 55.20         | 57.97         |
| Code Enforcement Officer                     | Monthly   | 6,665.01      | 6,998.52      | 7,347.42      | 7,714.28      | 8,101.66      |
|  | Bi-weekly | 3,076.16      | 3,230.09      | 3,391.12      | 3,560.44      | 3,739.23      |
|  | Hourly    | 38.45         | 40.38         | 42.39         | 44.51         | 46.74         |
| Communications and Digital Media Coordinator | Monthly   | 6,258.97      | 6,570.47      | 6,899.89      | 7,244.99      | 7,605.78      |
|  | Bi-weekly | 2,888.76      | 3,032.52      | 3,184.56      | 3,343.84      | 3,510.36      |
|  | Hourly    | 36.11         | 37.91         | 39.81         | 41.80         | 43.88         |
| Community Development Technician             | Monthly   | 6,258.97      | 6,570.47      | 6,899.89      | 7,244.99      | 7,605.78      |
|  | Bi-weekly | 2,888.76      | 3,032.52      | 3,184.56      | 3,343.84      | 3,510.36      |
|  | Hourly    | 36.11         | 37.91         | 39.81         | 41.80         | 43.88         |

|  |           |          |          |          |          |          |
|--|-----------|----------|----------|----------|----------|----------|
| Community Service Officer                          | Monthly   | 5,455.79 | 5,808.54 | 6,098.97 | 6,403.92 | 6,723.39 |
|  | Bi-weekly | 2,518.06 | 2,680.87 | 2,814.91 | 2,955.65 | 3,103.10 |
|  | Hourly    | 31.48    | 33.51    | 35.19    | 36.95    | 38.79    |
| Engineering Technician                             | Monthly   | 6,884.20 | 7,229.30 | 7,590.10 | 7,966.58 | 8,367.71 |
|  | Bi-weekly | 3,177.32 | 3,336.60 | 3,503.12 | 3,676.88 | 3,862.02 |
|  | Hourly    | 39.72    | 41.71    | 43.79    | 45.96    | 48.28    |
| Executive Administrative Assistant                 | Monthly   | 6,357.58 | 6,673.55 | 7,007.45 | 7,359.28 | 7,726.80 |
|  | Bi-weekly | 2,934.27 | 3,080.10 | 3,234.21 | 3,396.59 | 3,566.21 |
|  | Hourly    | 36.68    | 38.50    | 40.43    | 42.46    | 44.58    |
| Human Resources Technician                         | Monthly   | 6,258.97 | 6,570.47 | 6,899.89 | 7,244.99 | 7,605.78 |
|  | Bi-weekly | 2,888.76 | 3,032.52 | 3,184.56 | 3,343.84 | 3,510.36 |
|  | Hourly    | 36.11    | 37.91    | 39.81    | 41.80    | 43.88    |
| Marina Maintenance Worker I                        | Monthly   | 5,367.08 | 5,633.75 | 5,916.11 | 6,211.91 | 6,523.41 |
|  | Bi-weekly | 2,477.11 | 2,600.19 | 2,730.51 | 2,867.04 | 3,010.80 |
|  | Hourly    | 30.96    | 32.50    | 34.13    | 35.84    | 37.64    |
| Marina Maintenance Worker II                       | Monthly   | 5,902.66 | 6,196.23 | 6,507.72 | 6,830.42 | 7,173.28 |
|  | Bi-weekly | 2,724.31 | 2,859.80 | 3,003.56 | 3,152.50 | 3,310.75 |
|  | Hourly    | 34.05    | 35.75    | 37.54    | 39.41    | 41.38    |
| Office Assistant                                   | Monthly   | 4,918.89 | 5,156.43 | 5,414.14 | 5,685.29 | 5,972.13 |
|  | Bi-weekly | 2,270.25 | 2,379.89 | 2,498.83 | 2,623.98 | 2,756.37 |
|  | Hourly    | 28.38    | 29.75    | 31.24    | 32.80    | 34.45    |
| Office Specialist                                  | Monthly   | 5,765.96 | 6,052.81 | 6,357.58 | 6,673.55 | 7,007.45 |
|  | Bi-weekly | 2,661.21 | 2,793.60 | 2,934.27 | 3,080.10 | 3,234.21 |
|  | Hourly    | 33.27    | 34.92    | 36.68    | 38.50    | 40.43    |
| Parks/Facilities Maintenance Maintenance Worker I  | Monthly   | 5,367.08 | 5,633.75 | 5,916.11 | 6,211.91 | 6,523.41 |
|  | Bi-weekly | 2,477.11 | 2,600.19 | 2,730.51 | 2,867.04 | 3,010.80 |
|  | Hourly    | 30.96    | 32.50    | 34.13    | 35.84    | 37.64    |
| Parks/Facilities Maintenance Maintenance Worker II | Monthly   | 5,902.66 | 6,196.23 | 6,507.72 | 6,830.42 | 7,173.28 |
|  | Bi-weekly | 2,724.31 | 2,859.80 | 3,003.56 | 3,152.50 | 3,310.75 |
|  | Hourly    | 34.05    | 35.75    | 37.54    | 39.41    | 41.38    |
| Payroll and Utility Billing Technician             | Monthly   | 6,258.97 | 6,570.47 | 6,899.89 | 7,244.99 | 7,605.78 |
|  | Bi-weekly | 2,888.76 | 3,032.52 | 3,184.56 | 3,343.84 | 3,510.36 |
|  | Hourly    | 36.11    | 37.91    | 39.81    | 41.80    | 43.88    |

|                                      |           |          |          |          |           |           |
|--------------------------------------|-----------|----------|----------|----------|-----------|-----------|
| Public Works Inspector               | Monthly   | 8,806.93 | 9,248.40 | 9,710.04 | 10,194.08 | 10,705.02 |
|                                      | Bi-weekly | 4,064.74 | 4,268.49 | 4,481.56 | 4,704.96  | 4,940.78  |
|                                      | Hourly    | 50.81    | 53.36    | 56.02    | 58.81     | 61.76     |
| Public Works Lead Maintenance Worker | Monthly   | 7,083.64 | 7,437.71 | 7,807.47 | 8,199.64  | 8,607.49  |
|                                      | Bi-weekly | 3,269.37 | 3,432.79 | 3,603.45 | 3,784.45  | 3,972.69  |
|                                      | Hourly    | 40.87    | 42.91    | 45.04    | 47.31     | 49.66     |
| Public Works Maintenance Worker I    | Monthly   | 5,367.08 | 5,633.75 | 5,916.11 | 6,211.91  | 6,523.41  |
|                                      | Bi-weekly | 2,477.11 | 2,600.19 | 2,730.51 | 2,867.04  | 3,010.80  |
|                                      | Hourly    | 30.96    | 32.50    | 34.13    | 35.84     | 37.64     |
| Public Works Maintenance Worker II   | Monthly   | 5,902.66 | 6,196.23 | 6,507.72 | 6,830.42  | 7,173.28  |
|                                      | Bi-weekly | 2,724.31 | 2,859.80 | 3,003.56 | 3,152.50  | 3,310.75  |
|                                      | Hourly    | 34.05    | 35.75    | 37.54    | 39.41     | 41.38     |
| Receptionist                         | Monthly   | 4,912.16 | 5,156.43 | 5,414.14 | 5,685.29  | 5,972.13  |
|                                      | Bi-weekly | 2,267.15 | 2,379.89 | 2,498.83 | 2,623.98  | 2,756.37  |
|                                      | Hourly    | 28.34    | 29.75    | 31.24    | 32.80     | 34.45     |
| Recreation Program Coordinator       | Monthly   | 5,447.93 | 5,813.38 | 6,103.81 | 6,408.76  | 6,728.23  |
|                                      | Bi-weekly | 2,514.43 | 2,683.10 | 2,817.14 | 2,957.89  | 3,105.34  |
|                                      | Hourly    | 31.43    | 33.54    | 35.21    | 36.97     | 38.82     |
| Senior Accounting Assistant          | Monthly   | 5,781.65 | 6,072.97 | 6,375.50 | 6,695.96  | 7,027.62  |
|                                      | Bi-weekly | 2,668.45 | 2,802.91 | 2,942.54 | 3,090.44  | 3,243.52  |
|                                      | Hourly    | 33.36    | 35.04    | 36.78    | 38.63     | 40.54     |
| Water Quality Technician             | Monthly   | 5,902.66 | 6,196.23 | 6,507.72 | 6,830.42  | 7,173.28  |
|                                      | Bi-weekly | 2,724.31 | 2,859.80 | 3,003.56 | 3,152.50  | 3,310.75  |
|                                      | Hourly    | 34.05    | 35.75    | 37.54    | 39.41     | 41.38     |

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING THE PAYSCALE FOR THE HOURLY EMPLOYEES GROUP

**WHEREAS**, the City Manager has recommended the following salary adjustments to the pay plan for hourly employees:

- 1) Effective the first full payroll period in January 2023, all classifications on the Hourly Employees pay scale will be adjusted by 3.0%, with the exception of Habitat Restoration Lead Worker, Intern and Special Assistant, and
- 2) Effective the first full payroll period in January 2023, the classifications of Cashier, Crossing Guard, Recreation Leader Aide, and Special Assistant will have the following pay scale to meet the January 2023 minimum wage increase:

| Job Title              |        | Step A  | Step B  | Step C  | Step D  | Step E  |
|------------------------|--------|---------|---------|---------|---------|---------|
| Cashier                | Hourly | \$15.50 | \$16.28 | \$17.09 | \$17.94 | \$18.84 |
| Crossing Guard         | Hourly | \$15.50 | \$16.28 | \$17.09 | \$17.94 | \$18.94 |
| Recreation Leader Aide | Hourly | \$15.50 | \$16.28 | \$17.09 | \$17.94 | \$18.94 |
| Special Assistant      | Hourly | Minimum | \$15.50 |         | Maximum | \$75.00 |

- 3) The terms of this Resolution shall be subject to review and modification 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 modification may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research);

**WHEREAS**, a new pay scale for such classifications must be adopted effective the first payroll period in January 2023 to reflect these increases.

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

The pay schedule for the classifications described in this Resolution is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

\_\_\_\_\_  
Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

**Effective Date: 01/02/2023**

3% and Minimum Wage Increase

**CITY OF BRISBANE**

Hourly Employees

EXHIBIT A

| <b><u>Job Title</u></b>                    |        | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|--|--------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Cashier                                    | Hourly | 15.50                | 16.28                | 17.09                | 17.94                | 18.84                |
| Crossing Guard                             | Hourly | 15.50                | 16.28                | 17.09                | 17.94                | 18.84                |
| Facility Attendant                         | Hourly | 18.20                | 19.11                | 20.07                | 21.07                | 22.12                |
| Habitat Restoration Lead Worker            | Hourly | 15.50                |                      |                      |                      |                      |
| Head Lifeguard                             | Hourly | 21.82                | 22.92                | 24.06                | 25.28                | 26.53                |
| History Project Assistant                  | Hourly | 36.94                | 38.79                | 40.72                | 42.75                | 44.90                |
| Intern                                     | Hourly | Minimum              | 15.50                |                      | Maximum              | 20.00                |
| Lifeguard                                  | Hourly | 16.56                | 17.39                | 18.26                | 19.17                | 20.12                |
| Management Analyst (PT)                    | Hourly | 40.84                | 42.90                | 45.03                | 47.28                | 49.65                |
| Marina Maintenance Worker I (PT)           | Hourly | 31.57                | 33.15                | 34.80                | 36.56                | 38.38                |
| Marina Maintenance Worker II (PT)          | Hourly | 34.71                | 36.48                | 38.27                | 40.17                | 42.21                |
| Office Assistant                           | Hourly | 28.90                | 30.33                | 31.84                | 33.46                | 35.13                |
| Office Specialist                          | Hourly | 33.94                | 35.62                | 37.40                | 39.28                | 41.24                |
| Parks/Facilities Maintenance Worker I (PT) | Hourly | 31.57                | 33.15                | 34.80                | 36.56                | 38.38                |
| Pre-School Teacher                         | Hourly | 18.31                | 19.24                | 20.19                | 21.22                | 22.28                |
| Police Trainee                             | Hourly | 34.80                |                      |                      |                      |                      |
| Public Service Aide                        | Hourly | 16.29                | 17.12                | 17.96                | 18.85                | 19.81                |
| Public Works Maintenance Worker I (PT)     | Hourly | 31.57                | 33.15                | 34.80                | 36.56                | 38.38                |
| Receptionist                               | Hourly | 28.90                | 30.33                | 31.84                | 33.46                | 35.13                |
| Recreation Leader                          | Hourly | 18.28                | 19.19                | 20.16                | 21.16                | 22.22                |
| Recreation Leader Aide                     | Hourly | 15.50                | 16.28                | 17.09                | 17.94                | 18.84                |
| Reserve Police Officer                     | Hourly | 33.59                | 35.27                | 37.03                | 38.88                | 40.83                |
| Senior Recreation Leader                   | Hourly | 23.46                | 24.63                | 25.86                | 27.15                | 28.52                |
| Special Assistant                          | Hourly | Minimum              | 15.50                |                      | Maximum              | 75.00                |
| Swim Instructor                            | Hourly | 18.06                | 18.97                | 19.92                | 20.92                | 21.97                |
| Teen Coordinator                           | Hourly | 18.69                | 19.62                | 20.61                | 21.64                | 22.72                |
| Van Driver                                 | Hourly | 16.99                | 17.85                | 18.75                | 19.69                | 20.67                |

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING THE PAY SCHEDULE FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400, AFL-CIO

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO provides for wage increase of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the International Association of Firefighters, Local 2400, AFL-CIO must be adopted that reflect the increase.

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

The pay schedule for the International Association of Firefighters, Local 2400, AFL-CIO, is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk



Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

International Assoc. of Firefighters, Local 2400

Exhibit A

| <b><u>Job Title</u></b>  |           | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|--------------------------|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Firefighter              | Monthly   | 8732.87567           | 9,169.03             | 9,627.49             | 10,105.05            | 10,611.25            |
|                          | Bi-weekly | 4,030.56             | 4,231.86             | 4,443.46             | 4,663.87             | 4,897.50             |
|                          | Hourly    | 35.99                | 37.78                | 39.67                | 41.64                | 43.73                |
| Firefighter II           | Monthly   | 9,606.16             | 10,085.93            | 10,590.23            | 11,115.56            | 11,672.37            |
|                          | Bi-weekly | 4,433.61             | 4,655.05             | 4,887.80             | 5,130.26             | 5,387.25             |
|                          | Hourly    | 39.59                | 41.56                | 43.64                | 45.81                | 48.10                |
| Firefighter/Paramedic    | Monthly   | 8,732.88             | 9,169.03             | 9,627.49             | 10,105.05            | 10,611.25            |
|                          | Bi-weekly | 4,030.56             | 4,231.86             | 4,443.46             | 4,663.87             | 4,897.50             |
|                          | Hourly    | 35.99                | 37.78                | 39.67                | 41.64                | 43.73                |
| Firefighter/Paramedic II | Monthly   | 9,606.16             | 10,085.93            | 10,590.23            | 11,115.56            | 11,672.37            |
|                          | Bi-weekly | 4,433.61             | 4,655.05             | 4,887.80             | 5,130.26             | 5,387.25             |
|                          | Hourly    | 39.59                | 41.56                | 43.64                | 45.81                | 48.10                |
| Fire Captain             | Monthly   | 10,436.14            | 10,955.08            | 11,505.86            | 12,078.92            | 12,683.85            |
|                          | Bi-weekly | 4,816.68             | 5,056.19             | 5,310.40             | 5,574.89             | 5,854.09             |
|                          | Hourly    | 43.01                | 45.14                | 47.41                | 49.78                | 52.27                |
| Fire Prevention Officer  | Monthly   | 8,732.88             | 9,649.76             | 10,130.97            | 10,635.81            | 11,167.94            |
|                          | Bi-weekly | 4,030.56             | 4,453.73             | 4,675.83             | 4,908.83             | 5,154.43             |
|                          | Hourly    | 50.38                | 55.67                | 58.45                | 61.36                | 64.43                |
| Fire Trainee             | Monthly   | 4343.32              |                      |                      |                      |                      |
|                          | Bi-weekly | 2,004.61             |                      |                      |                      |                      |
|                          | Hourly    | 25.06                |                      |                      |                      |                      |

1 - Hourly wage for Firefighter, Firefighter/Paramedic and Fire Captain are calculated on a 56-hour workweek.

2 - Hourly wage for Fire Prevention Officer and Fire Trainee is calculated on a 40-hour workweek.

3 - Base Salary includes holiday compensation at the rate of 6.0% for Firefighter &amp; Firefighter/Paramedic.

8478.528 8901.844 9347.073 9810.732 10302.18

8478.528 8901.844 9347.073 9810.732 10302.18

10132.17 10632.66 11170.73 11727.1 12314.42

8919.639 9368.694 9835.894 10326.03 10842.66

4216.672

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING THE PAY SCHEDULE FOR THE MID-MANAGEMENT/PROFESSIONAL EMPLOYEES GROUP

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the Mid-Management/Professional Employees Group; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Mid-Management/Professional Employees Group provides for wage increases of 3.0% effective the first full payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Mid-Management/Professional Employees Group must be adopted that reflect the increase.

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

The pay schedule for the Mid-Management/Professional Employees Group is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Exhibit A

Mid-Management/Professional

| <b><u>Job Title</u></b>   |           | <b><u>Step A</u></b> | <b><u>Step B</u></b> | <b><u>Step C</u></b> | <b><u>Step D</u></b> | <b><u>Step E</u></b> |
|---|-----------|----------------------|----------------------|----------------------|----------------------|----------------------|
| 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<br>(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 THE PAY SCHEDULE FOR THE POLICE CHIEF

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the Police Chief; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Police Chief provides for wage increase of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Police Chief must be adopted that reflect the increase.

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

The pay schedule for the Police Chief is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk

Effective Date: 01/02/2023

3.0% Increase

CITY OF BRISBANE

Police Chief

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 Chief     | Monthly   | 17,789.13     | 18,677.78     | 19,610.29     | 20,593.57     | 21,620.71     |
|                  | Bi-weekly | 8,210.37      | 8,620.51      | 9,050.90      | 9,504.72      | 9,978.79      |
|                  | Hourly    | 102.63        | 107.76        | 113.14        | 118.81        | 124.73        |

**RESOLUTION NO 2022-XX****A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF BRISBANE CONCERNING  
THE PAY SCHEDULE FOR THE POLICE COMMANDER**

**WHEREAS**, on December 8, 2022, the City Council approved Resolution 2022-XX concerning the Memorandum of Understanding between the City of Brisbane and the Police Commander; and

**WHEREAS**, that Memorandum of Understanding between the City of Brisbane and the Police Commander provides for wage increase of 3.0% effective the first payroll period in January 2023; and

**WHEREAS**, a new pay schedule for the Police Commander must be adopted that reflect the increase.

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

The pay schedule for the Police Commander is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

---

Coleen Mackin Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Ingrid Padilla, City Clerk



Effective Date: 01/02/2023

CITY OF BRISBANE

Exhibit A

3.0% Increase

Police Commander

| <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 Commander | Monthly   | 16,036.86     | 16,839.06     | 17,682.22     | 18,566.33     | 19,493.80     |
|                  | Bi-weekly | 7,401.63      | 7,771.87      | 8,161.02      | 8,569.07      | 8,997.14      |
|                  | Hourly    | 92.52         | 97.15         | 102.01        | 107.11        | 112.46        |

## RESOLUTION NO 2022-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE ADOPTING MASTER PAY SCHEDULES FOR ALL EMPLOYEES

**WHEREAS**, the City of Brisbane contracts with the California Public Employee's Retirement System (CalPERS) to provide retirement benefits for its employees; and

**WHEREAS**, pursuant to the California Code of Regulations, Title 2, Section 570.5 CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

**WHEREAS**, the pay schedule must identify the position title for every employee position, pay rate for each position title, and the applicable time base for the pay rate; and

**WHEREAS**, the City Council of the City of Brisbane desires to approve and adopt a publicly available Master Pay Schedule, showing all established employee positions and pay rates, in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5;

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

The Master Pay Schedule as set forth in Exhibit A is approved and is incorporated by reference as though fully set forth herein.

\_\_\_\_\_  
Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-XX was duly and regularly adopted at a special meeting of the Brisbane City Council on December 8, 2022, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

## City of Brisbane Master Pay Schedule

Approved per Resolution No. 2022-XX

| Job Classification                             | Hourly Grade A | Hourly Grade B | Hourly Grade C | Hourly Grade D | Hourly Grade E | Monthly   | Fixed Hourly | Hourly Range      | Effective Date | Bargaining Group            | FLSA Status |
|--|----------------|----------------|----------------|----------------|----------------|-----------|--------------|-------------------|----------------|-----------------------------|-------------|
| Accounting Assistant I                         | \$ 26.75       | \$ 28.09       | \$ 29.50       | \$ 30.98       | \$ 32.53       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Accounting Assistant II                        | \$ 29.45       | \$ 30.93       | \$ 32.48       | \$ 34.09       | \$ 35.80       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Accounting Systems Analyst                     | \$ 40.44       | \$ 42.57       | \$ 44.70       | \$ 46.93       | \$ 49.28       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Administrative Assistant                       | \$ 35.39       | \$ 37.16       | \$ 39.01       | \$ 40.96       | \$ 43.01       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Administrative Management Analyst              | \$ 45.04       | \$ 47.28       | \$ 49.66       | \$ 52.13       | \$ 54.75       |           |              |                   | 1/2/2023       | Confidential Employee       | Exempt      |
| Administrative Services Director               | \$ 90.94       | \$ 95.48       | \$ 100.26      | \$ 105.26      | \$ 110.54      |           |              |                   | 1/2/2023       | Confidential Management     | Exempt      |
| Assistant Engineer I                           | \$ 41.20       | \$ 43.27       | \$ 45.43       | \$ 47.71       | \$ 50.09       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Assistant Engineer II                          | \$ 45.33       | \$ 47.58       | \$ 49.97       | \$ 52.46       | \$ 55.09       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Assistant City Manager                         | \$ 104.58      | \$ 109.80      | \$ 115.30      | \$ 121.05      | \$ 127.12      |           |              |                   | 1/2/2023       | Confidential Management     | Exempt      |
| Assistant to the City Manager                  | \$ 69.68       | \$ 73.16       | \$ 76.83       | \$ 80.66       | \$ 84.71       |           |              |                   | 1/2/2023       | Executive Management        | Exempt      |
| Assistant Fire Marshal                         | \$ 78.22       | \$ 82.13       | \$ 86.24       | \$ 90.55       | \$ 95.08       |           |              |                   | 1/2/2023       | Brisbane Fire Management    | Exempt      |
| Associate Civil Engineer                       | \$ 53.97       | \$ 56.66       | \$ 59.49       | \$ 62.47       | \$ 65.60       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Associate Planner                              | \$ 47.68       | \$ 50.07       | \$ 52.58       | \$ 55.20       | \$ 57.97       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Cashier  | \$ 15.50       | \$ 16.28       | \$ 17.09       | \$ 17.94       | \$ 18.84       |           |              |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |
| C/CAG Stormwater Program Director              | \$ 71.29       | \$ 74.86       | \$ 78.60       | \$ 82.54       | \$ 86.66       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| City Clerk                                     | \$ 56.39       | \$ 59.21       | \$ 62.17       | \$ 65.29       | \$ 68.54       |           |              |                   | 1/2/2023       | Executive Management        | Exempt      |
| City Manager                                   | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |           | \$ 138.00    |                   | 4/11/2022      | Unrepresented               | Exempt      |
| Code Enforcement Officer                       | \$ 38.45       | \$ 40.38       | \$ 42.39       | \$ 44.51       | \$ 46.74       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Communications Digital and Media Coordinator   | \$ 36.11       | \$ 37.91       | \$ 39.81       | \$ 41.80       | \$ 43.88       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Communications Manager                         | \$ 52.68       | \$ 55.45       | \$ 58.36       | \$ 61.43       | \$ 64.67       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Community Development Director                 | \$ 87.94       | \$ 92.34       | \$ 96.96       | \$ 101.81      | \$ 106.91      |           |              |                   | 1/2/2023       | Executive Management        | Exempt      |
| Community Development Technician               | \$ 36.11       | \$ 37.91       | \$ 39.81       | \$ 41.80       | \$ 43.88       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Community Services Officer                     | \$ 31.48       | \$ 33.51       | \$ 35.19       | \$ 36.95       | \$ 38.79       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Council Member                                 | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ 400.00 |              |                   | 1/2/2023       | Elected Position            |             |
| Crossing Guard                                 | \$ 15.50       | \$ 16.28       | \$ 17.09       | \$ 17.94       | \$ 18.84       |           |              |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |
| Deputy City Clerk/Executive Assistant          | \$ 42.39       | \$ 44.51       | \$ 46.74       | \$ 49.09       | \$ 51.53       |           |              |                   | 1/2/2023       | Confidential                | Exempt      |
| Deputy Director of Public Works                | \$ 79.65       | \$ 83.63       | \$ 87.82       | \$ 92.21       | \$ 96.82       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Deputy Finance Director                        | \$ 71.29       | \$ 74.86       | \$ 78.60       | \$ 82.54       | \$ 86.66       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Director of Marina/Aquatics Services           | \$ 58.37       | \$ 61.29       | \$ 64.36       | \$ 67.58       | \$ 70.95       |           |              |                   | 1/2/2023       | Executive Management        | Exempt      |
| Engineering Technician                         | \$ 39.72       | \$ 41.71       | \$ 43.79       | \$ 45.96       | \$ 48.28       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Executive Administrative Assistant             | \$ 36.68       | \$ 38.50       | \$ 40.43       | \$ 42.46       | \$ 44.58       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Facility Attendant                             | \$ 18.20       | \$ 19.11       | \$ 20.07       | \$ 21.07       | \$ 22.12       |           |              |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |
| Finance Director                               | \$ 87.04       | \$ 91.38       | \$ 95.96       | \$ 100.77      | \$ 105.78      |           |              |                   | 1/2/2023       | Confidential Management     | Exempt      |
| Financial Services Manager                     | \$ 61.58       | \$ 64.65       | \$ 67.89       | \$ 71.29       | \$ 74.86       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Fire Captain                                   | \$ 43.01       | \$ 45.14       | \$ 47.41       | \$ 49.78       | \$ 52.27       |           |              |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Fire Prevention Officer                        | \$ 50.38       | \$ 55.67       | \$ 58.45       | \$ 61.36       | \$ 64.43       |           |              |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Fire Trainee                                   | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |           | \$ 25.06     |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Firefighter                                    | \$ 35.99       | \$ 37.78       | \$ 39.67       | \$ 41.64       | \$ 43.73       |           |              |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Firefighter II                                 | \$ 39.59       | \$ 41.56       | \$ 43.64       | \$ 45.81       | \$ 48.10       |           |              |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Firefighter/Paramedic                          | \$ 35.99       | \$ 37.78       | \$ 39.67       | \$ 41.64       | \$ 43.73       |           |              |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Firefighter/Paramedic II                       | \$ 39.59       | \$ 41.56       | \$ 43.64       | \$ 45.81       | \$ 48.10       |           |              |                   | 1/2/2023       | IAFF Local 2400             | Non-Exempt  |
| Geographic Information System Manager          | \$ 52.68       | \$ 55.45       | \$ 58.36       | \$ 61.43       | \$ 64.67       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Habitat Restoration Lead Worker                | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |           | \$ 15.50     |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |
| Harbormaster                                   | \$ 49.66       | \$ 52.13       | \$ 54.74       | \$ 57.48       | \$ 60.36       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Head Lifeguard                                 | \$ 21.82       | \$ 22.92       | \$ 24.06       | \$ 25.28       | \$ 26.53       |           |              |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |
| History Project Asst                           | \$ 36.94       | \$ 38.79       | \$ 40.72       | \$ 42.75       | \$ 44.90       |           |              |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |
| Human Resources Administrator                  | \$ 72.75       | \$ 76.39       | \$ 80.21       | \$ 84.22       | \$ 88.43       |           |              |                   | 1/2/2023       | Confidential                | Exempt      |
| Human Resources Technician                     | \$ 36.11       | \$ 37.91       | \$ 39.81       | \$ 41.80       | \$ 43.88       |           |              |                   | 1/2/2023       | General Employees           | Non-Exempt  |
| Information Technology & Systems Administrator | \$ 54.29       | \$ 57.00       | \$ 59.85       | \$ 62.85       | \$ 66.00       |           |              |                   | 1/2/2023       | Mid-Management/Professional | Exempt      |
| Intern   | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |           |              | \$15.50 - \$20.00 | 1/2/2023       | Unrepresented               | Non-Exempt  |
| Lifeguard                                      | \$ 16.56       | \$ 17.39       | \$ 18.26       | \$ 19.17       | \$ 20.12       |           |              |                   | 1/2/2023       | Unrepresented               | Non-Exempt  |

| Job Classification                                | Hourly Grade A | Hourly Grade B | Hourly Grade C | Hourly Grade D | Hourly Grade E | Monthly   | Fixed Hourly | Hourly Range    | Effective Date | Bargaining Group                      | FLSA Status |
|---|----------------|----------------|----------------|----------------|----------------|-----------|--------------|-----------------|----------------|---------------------------------------|-------------|
| Management Analyst (Part-time)                    | \$ 40.84       | \$ 42.90       | \$ 45.03       | \$ 47.28       | \$ 49.65       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Marina Maintenance Worker I                       | \$ 30.96       | \$ 32.50       | \$ 34.13       | \$ 35.84       | \$ 37.64       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Marina Maintenance Worker II                      | \$ 34.05       | \$ 35.75       | \$ 37.54       | \$ 39.41       | \$ 41.38       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Marina Maintenance Worker I ( Part-time)          | \$ 31.57       | \$ 33.15       | \$ 34.80       | \$ 36.56       | \$ 38.38       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Marina Maintenance Worker II ( Part-time)         | \$ 34.71       | \$ 36.48       | \$ 38.27       | \$ 40.17       | \$ 42.21       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Marina Services Director                          | \$ 54.56       | \$ 57.29       | \$ 60.16       | \$ 63.16       | \$ 66.32       |           |              |                 | 1/2/2023       | Executive Management                  | Exempt      |
| Office Assistant                                  | \$ 28.38       | \$ 29.75       | \$ 31.24       | \$ 32.80       | \$ 34.45       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Office Assistant (Part-Time)                      | \$ 28.90       | \$ 30.33       | \$ 31.84       | \$ 33.46       | \$ 35.13       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Office Specialist                                 | \$ 33.27       | \$ 34.92       | \$ 36.68       | \$ 38.50       | \$ 40.43       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Office Specialist (Part-Time)                     | \$ 33.94       | \$ 35.62       | \$ 37.40       | \$ 39.28       | \$ 41.24       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Park/Beach/Recreation Commissioner                | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ 100.00 |              |                 | 1/2/2023       | Appointed Position                    |             |
| Parks & Recreation Director                       | \$ 83.85       | \$ 88.06       | \$ 92.45       | \$ 97.07       | \$ 101.93      |           |              |                 | 1/2/2023       | Executive Management                  | Exempt      |
| Parks/Facilities Maintenance Worker I             | \$ 30.96       | \$ 32.50       | \$ 34.13       | \$ 35.84       | \$ 37.64       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Parks/Facilities Maintenance Worker I (Part-Time) | \$ 31.57       | \$ 33.15       | \$ 34.80       | \$ 36.56       | \$ 38.38       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Parks/Facilities Maintenance Worker II            | \$ 34.05       | \$ 35.75       | \$ 37.54       | \$ 39.41       | \$ 41.38       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Payroll/Utility Billing Technician                | \$ 36.11       | \$ 37.91       | \$ 39.81       | \$ 41.80       | \$ 43.88       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Planning Commissioner                             | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ 100.00 |              |                 | 1/2/2023       | Appointed Position                    |             |
| Police Chief                                      | \$ 102.63      | \$ 107.76      | \$ 113.14      | \$ 118.81      | \$ 124.73      |           |              |                 | 1/2/2023       | Police Chief                          | Exempt      |
| Police Commander                                  | \$ 92.52       | \$ 97.15       | \$ 102.01      | \$ 107.11      | \$ 112.46      |           |              |                 | 1/2/2023       | Police Commander                      | Exempt      |
| Police Officer                                    | \$ 45.65       | \$ 47.93       | \$ 50.33       | \$ 52.85       | \$ 55.49       |           |              |                 | 1/3/2022       | Brisbane Police Officers Association* | Non-Exempt  |
| Police Officer - 40 hour shift (Detective/SRO)    | \$ 47.93       | \$ 50.33       | \$ 52.85       | \$ 55.49       | \$ 58.26       |           |              |                 | 1/3/2022       | Brisbane Police Officers Association* | Non-Exempt  |
| Police Sergeant                                   | \$ 55.00       | \$ 57.75       | \$ 60.64       | \$ 63.67       | \$ 66.85       |           |              |                 | 1/3/2022       | Brisbane Police Officers Association* | Non-Exempt  |
| Police Trainee                                    | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |           | \$ 34.80     |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Pre-School Teacher                                | \$ 18.31       | \$ 19.24       | \$ 20.19       | \$ 21.22       | \$ 22.28       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Principal Analyst                                 | \$ 63.00       | \$ 66.16       | \$ 69.46       | \$ 72.92       | \$ 76.58       |           |              |                 | 1/2/2023       | Confidential                          | Exempt      |
| Principal Planner                                 | \$ 67.10       | \$ 70.46       | \$ 73.98       | \$ 77.68       | \$ 81.57       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Program Manager - SMCWPPP                         | \$ 66.37       | \$ 69.70       | \$ 73.18       | \$ 76.84       | \$ 80.69       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Public Service Aide                               | \$ 16.29       | \$ 17.12       | \$ 17.96       | \$ 18.85       | \$ 19.81       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Public Works Director/City Engineer               | \$ 102.96      | \$ 108.11      | \$ 113.50      | \$ 119.19      | \$ 125.15      |           |              |                 | 1/2/2023       | Executive Management                  | Exempt      |
| Public Works Inspector                            | \$ 50.81       | \$ 53.36       | \$ 56.02       | \$ 58.81       | \$ 61.76       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Public Works Lead Maintenance Worker              | \$ 40.87       | \$ 42.91       | \$ 45.04       | \$ 47.31       | \$ 49.66       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Public Works Maintenance Worker I                 | \$ 30.96       | \$ 32.50       | \$ 34.13       | \$ 35.84       | \$ 37.64       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Public Works Maintenance Worker I (Part-time)     | \$ 31.57       | \$ 33.15       | \$ 34.80       | \$ 36.56       | \$ 38.38       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Public Works Maintenance Worker II                | \$ 34.05       | \$ 35.75       | \$ 37.54       | \$ 39.41       | \$ 41.38       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Public Works Superintendent                       | \$ 66.05       | \$ 69.35       | \$ 72.82       | \$ 76.47       | \$ 80.29       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Public Works Supervisor                           | \$ 50.48       | \$ 53.01       | \$ 55.66       | \$ 58.44       | \$ 61.37       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Public Works Team Leader                          | \$ 45.80       | \$ 48.21       | \$ 50.75       | \$ 53.42       | \$ 56.23       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Receptionist                                      | \$ 28.34       | \$ 29.75       | \$ 31.24       | \$ 32.80       | \$ 34.45       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Receptionist (Part-time)                          | \$ 28.90       | \$ 30.33       | \$ 31.84       | \$ 33.46       | \$ 35.13       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Recreation Leader                                 | \$ 18.28       | \$ 19.19       | \$ 20.16       | \$ 21.16       | \$ 22.22       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Recreation Leader Aide                            | \$ 15.50       | \$ 16.28       | \$ 17.09       | \$ 17.94       | \$ 18.84       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Recreation Manager                                | \$ 62.13       | \$ 65.23       | \$ 68.49       | \$ 71.92       | \$ 75.51       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Recreation Program Coordinator                    | \$ 31.43       | \$ 33.54       | \$ 35.21       | \$ 36.97       | \$ 38.82       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Recreation Supervisor                             | \$ 45.89       | \$ 48.21       | \$ 50.60       | \$ 53.13       | \$ 55.79       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Regional Compliance Program Manager               | \$ 52.68       | \$ 55.45       | \$ 58.36       | \$ 61.43       | \$ 64.67       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Reserve Police Officer                            | \$ 33.59       | \$ 35.27       | \$ 37.03       | \$ 38.88       | \$ 40.83       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Senior Accounting Assistant                       | \$ 33.36       | \$ 35.04       | \$ 36.78       | \$ 38.63       | \$ 40.54       |           |              |                 | 1/2/2023       | General Employees                     | Non-Exempt  |
| Senior Civil Engineer                             | \$ 66.37       | \$ 69.70       | \$ 73.18       | \$ 76.84       | \$ 80.69       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Senior Human Resources Analyst                    | \$ 50.32       | \$ 52.83       | \$ 55.48       | \$ 58.25       | \$ 61.16       |           |              |                 | 1/2/2023       | Confidential                          | Exempt      |
| Senior Management Analyst                         | \$ 49.33       | \$ 51.79       | \$ 54.38       | \$ 57.10       | \$ 59.94       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Senior Planner                                    | \$ 56.75       | \$ 59.59       | \$ 62.57       | \$ 65.71       | \$ 68.98       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Senior Recreation Leader                          | \$ 23.46       | \$ 24.63       | \$ 25.86       | \$ 27.15       | \$ 28.52       |           |              |                 | 1/2/2023       | Unrepresented                         | Non-Exempt  |
| Sustainability Manager                            | \$ 52.68       | \$ 55.45       | \$ 58.36       | \$ 61.43       | \$ 64.67       |           |              |                 | 1/2/2023       | Mid-Management/Professional           | Exempt      |
| Special Assistant                                 | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |           |              | \$15.50-\$75.00 | 1/2/2023       | Unrepresented                         | Non-Exempt  |

B.

| Job Classification       | Hourly Grade A | Hourly Grade B | Hourly Grade C | Hourly Grade D | Hourly Grade E | Monthly | Fixed Hourly | Hourly Range | Effective Date | Bargaining Group        | FLSA Status |
|--------------------------|----------------|----------------|----------------|----------------|----------------|---------|--------------|--------------|----------------|-------------------------|-------------|
| Spe Coun-Maj Dev Pro     | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           |         | \$ 175.04    |              | 1/2/2023       | Confidential Management | Exempt      |
| Swim Instructor          | \$ 18.06       | \$ 18.97       | \$ 19.92       | \$ 20.92       | \$ 21.97       |         |              |              | 1/2/2023       | Unrepresented           | Non-Exempt  |
| Van Driver               | \$ 16.99       | \$ 17.85       | \$ 18.75       | \$ 19.69       | \$ 20.67       |         |              |              | 1/2/2023       | Unrepresented           | Non-Exempt  |
| Water Quality Technician | \$ 34.05       | \$ 35.75       | \$ 37.54       | \$ 39.41       | \$ 41.38       |         |              |              | 1/2/2023       | General Employees       | Non-Exempt  |

C.

**File Attachments for Item:**

C. Receive Updates on Transportation Grants



# CITY OF BRISBANE

Department of Public Works - 50 Park Place  
 Brisbane, California 94005-1310  
 (415) 508-2130  
 Fax (415) 467-5547

## MEMORANDUM

**To:** City Council and City Manager

**From:** Randy Breault, Director of Public Works/City Engineer *RJ Breault*

**Subject:** Update on Transportation Grants

**Date:** for Council Meeting of 12/8/22

As a result of the continued efforts of Deputy Public Works Director Karen Kinser and Assistant Engineer Tomas Santoyo-Velazquez, the city is the recipient of five transportation grants:

|   | Project  | Grant Source   | Grant Amount | Local Match                              |
|---|--|--|--------------|--|
| 1 | Sierra Point Parkway Asphalt Rubber Cape Seal roadway repair | CalRecycle Rubberized Pavement Program   | \$27,000     | \$312,000 (all from Measure A & Gas Tax) |
| 2 | Crocker Trail Resurfacing                                    | Federal One Bay Area Grant 2 Bicycle Pedestrian Improvement Program  | \$885,000    | \$115,000                                |
| 3 | Alvarado to San Benito Stairway                              | SMCC/CAG Transportation Development Act Article 3  | \$240,000    | \$60,000                                 |
| 4 | Crocker Park Shuttle Stop Improvements                       | San Mateo County Transportation Authority (SMCTA) Alternative Congestion Relief/Transportation Demand Management Program | \$200,000    | \$20,000                                 |
| 5 | Central Brisbane Stairways (3)                               | SMCTA Pedestrian and Bicycle Program Cycle 5   | \$475,000    | \$25,000                                 |



Project 1 is an overlay of Sierra Point Parkway from Lagoon Way to the US 101 overpass that was completed this summer. The materials used in the overlay included oils and crumb rubber derived from used tires. In order to qualify for the minimum quantity of recycled material to be placed, Brisbane and South San Francisco partnered to submit a joint application.

Project 2 is a 2.3-mile-long project that will widen existing Crocker Trail to approximately 12' and will provide a firmer surface than the current condition. Councilmember Lentz's advocacy at C/CAG was key to obtaining this grant. After a long wait to finally get into the federal fiscal funding year assigned for this grant, the project is scheduled to be released to bidders in Spring 2023.

Project 3 provides for the design and construction of a new stairway from east of 207 San Benito down to east of 401 Alvarado. The existing dirt "path" is rather treacherous; the new condition will fill a significant pedestrian connection in this part of Central Brisbane. This project is also scheduled to be released to bidders in Spring 2023.

Project 4 will upgrade ten (10) of the existing commute.org shuttle stops in Crocker Industrial Park so that they are accessible per ADA standards, and provided with shelters. Commute.org and participating business in that organization's employee shuttle program provided advocacy letters that led to award of this grant.

Project 5 will fund completion of design for three stairways: the existing dirt path that starts on San Francisco Avenue and ends on Old County Road, the unimproved city easement that starts on the south side of 78 Tulare and runs to the south side of 190 Santa Clara, and the continuation of the easement that starts on the south side of 190 Santa Clara and ends on the south side of 217 Alvarado. This grant will also fund the construction of the Tulare to Santa Clara portion of the city easement.

Earlier this year, the City engaged Renne Public Policy Group to assist with grant applications. RPPG's grant writers were key to our obtaining this last grant for \$475,000. Also of interest, RPPG did bring to our attention a grant opportunity of \$500,000 for our pending Advanced Metering Infrastructure project. If successful, that grant will obviously be helpful in our efforts to bring real time water consumption metrics to our citizens.

**File Attachments for Item:**

D. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure O at the Municipal Election held on November 8, 2022

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)



## CITY COUNCIL AGENDA REPORT

**Meeting Date:** December 8, 2022

**From:** Clayton Holstine, City Manager

**Subject:** Adoption of Resolution adopting the County of San Mateo Certification of Votes and Declaring Results of Measure O at the Municipal Election held on November 8, 2022

### Recommendation:

Adopt Resolution No. 2022-\_\_\_\_ adopting the County of San Mateo's Certification of Votes and Declaring Results of Measure O, adding SECTION 5.20.035 to the Brisbane Municipal Code to impose a Business License Tax on Hotels and other places designed for occupancy by transients, at the General Municipal Election held on November 8, 22.

### Background:

On July 7, 2022, the City Council called an election to add SECTION 5.20.035 to the Brisbane Municipal Code to impose a Business License Tax On Hotels and other places designed for occupancy by transients.

### Discussion:

The attached resolution declares the results of the election that was held on November 8, 2022 regarding Measure O. At the time of this report, the certification of votes from the County of San Mateo has not been received. The official results will be an exhibit to the attached resolution and the final numbers will be inserted into the resolution when known.

In order to take action, the City Council will need to have the certified results prior to the start of the meeting on December 8, 2022. If not the item will be continued to December 9, 2022 at noon.

### Attachments

1. Resolution No. 2022-\_\_\_\_

*Ingrid Padilla*

Ingrid Padilla, City Clerk

*Clayton L. Holstine*

Clayton Holstine, City Manager

## ATTACHMENT 1

**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE ADOPTING COUNTY OF SAN MATEO CERTIFICATION OF VOTES AND DECLARING RESULTS OF MEASURE O, AN ORDINANCE OF THE CITY OF BRISBANE ADDING SECTION 5.20.035 TO THE BRISBANE MUNICIPAL CODE TO IMPOSE A BUSINESS LICENSE TAX ON HOTELS AND OTHER PLACES DESIGNED FOR OCCUPANCY BY TRANSIENTS, AT THE MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022**

WHEREAS, a General Municipal Election was held in and throughout the City of Brisbane on the eight day of November, 2022, for the purpose of submitting Measure O, an ordinance of the City of Brisbane adding SECTION 5.20.035 to the Brisbane Municipal Code to impose a Business License Tax On Hotels and other places designed for occupancy by transients; and

WHEREAS, the City Clerk of said City has duly posted and presented to the City Council of the City of Brisbane the County of San Mateo's certification of the votes cast for this Measure in said General Municipal Election; and

WHEREAS, said City Council has access to and has examined said certification of votes cast in said election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brisbane finds as follows:

1. The number of votes cast at said election was \_\_\_\_; \_\_\_\_ in favor and \_\_\_\_ against.
2. That the record of votes cast in said election is shown on Exhibit A of the Certificate of the Chief Elections Official, attached hereto, and by such reference made a part hereof.
3. The Statement of the final results by the County of San Mateo Registrar of Voters as shown in Exhibit A and the results of the votes cast at the special municipal election consolidated with the statewide election are hereby ratified, confirmed and approved.  
Measure O
4. That Measure O, an ordinance of the City of Brisbane, passed by the majority needed.

\_\_\_\_\_  
Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-\_\_\_\_ was duly and regularly adopted by the City Council of the City of Brisbane, at a meeting held thereof on December 8, 2022, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Ingrid Padilla, City Clerk

**File Attachments for Item:**

E. Adoption of Resolution adopting the County of San Mateo Certification of Votes and declaring results of Measure U at the Municipal Election held on November 8, 2022

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)



## CITY COUNCIL AGENDA REPORT

**Meeting Date:** December 8, 2022

**From:** Clay Holstine, City Manager

**Subject:** Adoption of Resolution adopting the County of San Mateo Certification of Votes and Declaring Results of Measure U at the Municipal Election held on November 8, 2022

### Recommendation:

Adopt Resolution No. 2022-\_\_\_\_ adopting the County of San Mateo's Certification of Votes and Declaring Results of Measure U, an ordinance of the City of Brisbane adding a new chapter 3.22 to the Brisbane Municipal Code imposing a transactions and use tax to be administered by the California Department of Tax and Fee Administration, at the General Municipal Election held on November 8, 22.

### Background:

On July 7, 2022, the City Council called an election to add a new chapter 3.22 to the Brisbane Municipal Code imposing a transactions and use tax to be administered by the California Department of Tax and Fee Administration.

### Discussion:

The attached resolution declares the results of the election that was held on November 8, 2022 regarding Measure U. At the time of this report, the certification of votes from the County of San Mateo has not been received. The official results will be an exhibit to the attached resolution and the final numbers will be inserted into the resolution when known.

In order to take action, the City Council will need to have the certified results prior to the start of the meeting on December 8, 2022. If not the item will be continued to December 9, 2022 at noon.

### Attachments

1. Resolution No. 2022-\_\_\_\_

*Ingrid Padilla*

Ingrid Padilla, City Clerk

*Clayton L. Holstine*

Clayton Holstine, City Manager

## ATTACHMENT 1

**RESOLUTION NO. 2022- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE ADOPTING COUNTY OF SAN MATEO CERTIFICATION OF VOTES AND DECLARING RESULTS OF MEASURE U, AN ORDINANCE OF THE CITY OF BRISBANE ADDING A NEW CHAPTER 3.22 TO THE BRISBANE MUNICIPAL CODE IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, AT THE MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022**

WHEREAS, a General Municipal Election was held in and throughout the City of Brisbane on the eight day of November, 2022, for the purpose of submitting Measure U, an ordinance of the City of Brisbane adding a new chapter 3.22 to the Brisbane Municipal Code imposing a transactions and use tax to be administered by the California Department of Tax and Fee Administration; and

WHEREAS, the City Clerk of said City has duly posted and presented to the City Council of the City of Brisbane the County of San Mateo's certification of the votes cast for this Measure in said General Municipal Election; and

WHEREAS, said City Council has access to and has examined said certification of votes cast in said election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Brisbane finds as follows:

1. The number of votes cast at said election was \_\_\_\_; \_\_\_\_ in favor and \_\_\_\_ against.
2. That the record of votes cast in said election is shown on Exhibit A of the Certificate of the Chief Elections Official, attached hereto, and by such reference made a part hereof.
3. The Statement of the final results by the County of San Mateo Registrar of Voters as shown in Exhibit A and the results of the votes cast at the special municipal election consolidated with the statewide election are hereby ratified, confirmed and approved.  
Measure U
4. That Measure U, an ordinance of the City of Brisbane, passed by the majority needed.

---

Coleen Mackin, Mayor

I hereby certify that the foregoing Resolution No. 2022-\_\_\_\_\_ was duly and regularly adopted by the City Council of the City of Brisbane, at a meeting held thereof on December 8, 2022, by the following vote:

AYES:

NOES:

ABSENT:

---

Ingrid Padilla, City Clerk



**File Attachments for Item:**

F. Consider Adoption of Transactions and Use Tax Ordinance Resolution to Implement the Transactions and Use Tax Ordinance Approved by the Voters and a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records

(This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)



## CITY COUNCIL AGENDA REPORT

**Meeting Date:** December 8, 2022

**From:** Clay Holstine, City Manager

**Subject:** Resolution to Implement the Transactions and Use Tax Ordinance Approved by the Voters and a Resolution Authorizing Examination of Sales or Transactions and Use Taxes Records

### COMMUNITY GOAL/RESULT:

Fiscally Prudent

### RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a Preparatory Agreement, an Administrative Agreement, and any other documents required by the California Department of Tax and Fee Administration in order to implement the voter approved Transaction and Use Tax Ordinance.

Adopt a resolution authorizing certain positions within the City and representatives of MuniServices, LLC to receive/examine records from the California Department of Tax and Fee Administration

### BACKGROUND

In July 2022, City Council adopted a Transaction and Use Tax Ordinance to be administered by the California Department of Tax and Fee Administration (CDTFA), subject to approval by Brisbane voters. If approved by the voters, the tax would impose an additional one half of one percent tax (commonly referred to as a sales tax) on the sale of goods in the City. Staff estimated such tax would generate \$500,000 for general municipal purposes. The tax would be imposed effective April 1, 2023.

A majority of Brisbane voters who voted on this measure (Measure U) on November 8, 2022 approved the tax.

In order to implement the tax, CDTFA requires certain agreements and forms to be executed by the City. A resolution authorizing the City Manager to sign such agreements and documents is attached. In addition, CDTFA requires a resolution indicating which positions within the City and/or representatives of MuniServices, LLC, to have access to confidential sales or transaction and use tax records.

## DISCUSSION

The resolution authorizes the City Manager to sign two agreements: one for the CDFTA's preparatory work and the other for its ongoing work. The Agreement for Preparation to Administer and Operate the City's Transaction and Use Tax Ordinance provides that the City will pay CDFTA for the work necessary to prepare to administer and operate the tax. Such costs include the costs for developing procedures, data processing programs, developing instructions to Department's staff, etc. The amount to be paid shall not exceed \$175,000 but according to the CDFTA, "the actual amount charged is typically less than \$175,000 particularly in smaller cities and counties where fewer notification mailings are required". The Agreement for State Administration of the City's Transaction and Use Tax authorizes CDFTA to perform the ongoing functions necessary to collect the remit to the City the tax it collects. The annual cost for these services is estimated to be \$4,250.

Under the law, sales or transactions and use tax records are confidential. CDFTA requires the City to list positions within the City, and well as representatives of MuniServices, LLC, which firm assists the City in its administration of these taxes, that will need access to this confidential information.

## FISCAL IMPACT

As indicated above, the City must pay CDFTA for its services in connection with its administration of this tax: an amount not to exceed \$175,000 to for its preparatory work and an estimated \$4,250 annually for its ongoing work. The City expects to receive an additional \$500,000 annually from this tax.

*Carolina Yuen*

Carolina Yuen, Finance Director

*Clayton L. Holstine*

Clayton Holstine, City Manager

## Attachments:

1. Resolution Authorizing the City Manager to Sign
2. Agreements Resolution for Examination of Confidential Records

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF BRISBANE  
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE  
AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE  
ADMINISTRATION, AND TO EXECUTE ANY OTHER REQUIRED DOCUMENTS, FOR  
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on July 7, 2022, the City Council approved Ordinance No. 674 amending the City Municipal Code and providing for a local transactions and use tax, which tax was then provided to the voters of Brisbane for their consideration; and

WHEREAS, at a general municipal election held on November 8, 2022, the voters of Brisbane approved the local transaction and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

Whereas, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Brisbane that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the City Manager is hereby authorized to execute each agreement

**F.**

and the City Manager, or designee, is also hereby authorized to execute any other documents required by the Department in order to implement the local transaction and use tax..

\* \* \* \* \*

The foregoing resolution was introduced and adopted at a special meeting of the City Council of the City of \_\_\_\_\_ held on   (Date)  , by the following vote, to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST: (s) \_\_\_\_\_ (s) \_\_\_\_\_  
City Clerk Mayor

## AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Brisbane has adopted, and the voters of the City of Brisbane (hereafter called “City” or “District”) have approved by the required majority vote, the City of Brisbane Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

### ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 674, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

### ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

**A. Administration.** The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

**B. Other Applicable Laws.** City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

**C. Transmittal of money.**

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

**D. Rules.** The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

**E. Preference.** Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

**F. Security.** The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

**G. Records of the Department.**

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

**H. Annexation.** City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

### ARTICLE III

#### ALLOCATION OF TAX

**A. Allocation.** In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion



of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

**B. Vehicles, Vessels, and Aircraft.** For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

#### **ARTICLE IV** **COMPENSATION**

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

#### **ARTICLE V** **MISCELLANEOUS PROVISIONS**

**A. Communications.** Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration  
P.O. Box 942879  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

Carolina Yuen, Finance Director/Treasurer

50 Park Place

Brisbane, CA 94005

**Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.**

**B. Term.** The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2023. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

**C. Notice of Repeal of Ordinance.** City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

**ARTICLE VI**  
**ADMINISTRATION OF TAXES IF THE**  
**ORDINANCE IS CHALLENGED AS BEING INVALID**

**A. Impoundment of funds.**

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

**B. Costs of administration.** Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing

the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF BRISBANE

CALIFORNIA STATE DEPARTMENT OF  
TAX AND FEE ADMINISTRATION

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

Clayton Holstine  
(Typed Name)

City Manager  
(Title)

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE  
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Brisbane, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration  
P.O. Box 942879 MIC: 27  
Sacramento, California 94279-0027

Attention: Administrator  
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

Carolina Yuen, Finance Director / Treasurer

50 Park Place

Brisbane, CA 94005

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF BRISBANE

By \_\_\_\_\_  
(Signature)

Clayton Holstine  
(Typed Name)

City Manager  
(Title)

CALIFORNIA DEPARTMENT OF TAX  
AND FEE ADMINISTRATION

By \_\_\_\_\_  
Administrator  
Local Revenue Branch

(Rev. 11/17)

**RESOLUTION NO. \_\_\_\_\_****A Resolution of the City of Brisbane Authorizing Examination of  
Sales or Transactions and Use Taxes Records**

**WHEREAS**, pursuant to Ordinance Number 674 of the City of Brisbane (“District”), and Revenue and Taxation Code section 7270, the District entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

**WHEREAS**, the Board of the District (Brisbane City Council) deems it desirable and necessary for authorized officers, employees and representatives of the District to examine confidential sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected by the Department for the District pursuant to that contract; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

**NOW, THEREFORE, THE BOARD OF THE DISTRICT (CITY COUNCIL OF THE CITY OF BRISBANE) HEREBY RESOLVES AS FOLLOWS:**

**Section 1.** That the City Manager, Assistant City Manager, Administrative Services Director, Finance Director / Treasurer, Deputy Finance Director, Financial Services Manager, or other officer or employee of the District designated in writing by the City Manager to the California Department of Tax and Fee Administration, is hereby appointed to represent the District with authority to examine sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the District by the Department pursuant to the contract between the District and the Department.

**Section 2.** The information obtained by examination of Department records shall be used only for purposes related to the collection of District transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the District:

- (a) City administration;
- (b) Revenue management and budgeting;
- (c) Community and economic development; and
- (d) Tracking of economic data

The information obtained by examination of Department records shall be used only for those governmental functions of the District listed above.

**Section 3.** That MuniServices, LLC is also hereby designated to examine the sales or transactions and use tax records of the Department pertaining to transactions and use taxes collected for the District by the Department. The entity designated by this section meets all of the following conditions, which are also included in the contract between the District and the MuniServices, LLC:

- a) has an existing contract with the District to examine those sales or transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information.
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales or transactions and use tax records, after that contract has expired.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Department records shall be used only for purposes related to the collection of District transactions and use taxes by the Department pursuant to the contract between the District and the Department and for those purposes relating to the governmental functions of the District listed in Section 2 of this resolution.

---

Coleen Mackin, Mayor

PASSED, APPROVED AND ADOPTED by the Brisbane City Council at a special meeting on December , 2022.

I hereby certify that the foregoing resolution was adopted by the City Council at a special meeting held on December , 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ingrid Padilla, City Clerk



**File Attachments for Item:**

G. Introduction of an Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients.

(Note: This Ordinance is exempt from review under the California Environmental Quality Act because it is not a “project”. Section 15378 (b)(5) of the CEQA Guidelines. This item may be continued to December 9, 2022 at 12:00 p.m. so that the County of San Mateo Certification of Votes has been received)



## CITY COUNCIL AGENDA REPORT

**Meeting Date:** December 8, 2022

**From:** Clay Holstine, City Manager & Michael Roush, Legal Counsel

**Subject:** Introduction of an Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Transients. This Ordinance is exempt from review under the California Environmental Quality Act because it is not a “project”. Section 15378 (b)(5) of the CEQA Guidelines.

### **Community Goal/Result:**

Fiscally Prudent

### **Recommendation:**

Introduce an Ordinance to add numerous sections to the Brisbane Municipal Code (Sections 5.20.036 through 5.20.044) to administer and implement the Business License Tax imposed on hotels and other places designed for occupancy by transients, which tax was approved by Brisbane voters at the November 8, 2022 general municipal election. Because of the numbering system in the Code, the current Section 5.20.040 (concerning the business license tax for street vendors) will need to be deleted and relocated to Section 5.20.235.

### **Background**

In July 2022, City Council adopted Ordinance 674, adding Section 5.20.035 to the Brisbane Municipal Code, to impose a business license tax on hotels and other places designed for occupancy by “transients”—generally guests who pay to rent a room at a hotel or stay at a short term rental. The Ordinance provides that the hotel operator must pay a daily business license tax of \$2.50 for every room that is rented. The tax was contingent, however, on Brisbane voters approving it at the November 8, 2022 general municipal election. Voters approved the tax and hotels and similar businesses must begin paying the tax as of January 1, 2023.

That Ordinance, however, did not set forth how the tax would be administered or implemented, to address matters such as reporting and remitting the tax, penalties and interest if the tax is not paid timely, appeals, recording keeping, and similar provisions. Accordingly, staff has drafted the attached Ordinance to provide how the tax will be administered and implemented. These provisions did not need to be approved by the voters; only the tax itself.

### **Discussion**

Separate from this tax, the City also has a Transient Occupancy Tax (TOT) Ordinance that requires hotel operators to collect this tax from paying guests and remit such tax to the City. Currently, as approved by the voters, this tax is 14% of the rate charged by the hotel for the accommodations.

The City's TOT Ordinance sets forth numerous provisions concerning the administration and implementation of that Ordinance and these provisions, to the extent applicable, have been incorporated into the attached Ordinance. Among other matters, they track the requirements of hotel operators under the TOT Ordinance to report and remit the tax, penalties and interest if the remittance is not timely, authorizing the tax administrator (Finance Director) to determine the tax if the operator fails or refuses to pay the tax, operator appeals, refunds, and violations of the Ordinance.

Because of the numbering system in the Municipal Code and the addition of these sections, the current section 5.20.040 which concerns the business license tax for "peddlers, hawkers and street vendors" needs to be deleted and relocated, without substantive change, to a new section 5.20.235.

Assuming City Council introduces this Ordinance at its meeting on December 8 or December 9 if the item is carried over to that date, the second reading of the Ordinance may appear on the Council's consent calendar on December 15, 2022. It will go into effect 30 days later. Since these matters simply implement and administer the Ordinance that imposed the tax, they do not affect the requirement that hotels must begin paying the tax as of January 1, 2023. (The first remittance—covering January 1, 2023 through March 31, 2023—is not due until April 2023.)

#### **CEQA Determination**

Recently, a State appellate court has held that in order to comply with the Brown Act, certain agenda item titles must reflect what environmental review is associated with a proposed Council action and if the proposed action is exempt under CEQA, that exemption identified. The agenda title for this item reflects that this Ordinance is exempt under CEQA because it is an administrative activity of a government that will have no direct or indirect effect on the environment. CEQA Guidelines, Section 15378 (b)(5).

#### **Fiscal Impact**

There is no fiscal impact associated with the introduction or adoption of this Ordinance. Assuming that hotels are at 70% occupancy, staff estimates the City will receive \$250,000 annually from this tax.

*Clayton L. Holstine*

Clayton Holstine, City Manager

*Michael H. Roush*

Michael Roush, Legal Counsel

Attachment:

Ordinance to Administer and Implement the Business License Tax Imposed on Hotels and Other Places Designed for Occupancy by Tenants

## ATTACHMENT 1

## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF BRISBANE TO DELETE SECTION 5.20.040 AND TO ADD NEW SECTIONS 5.20.036, 5.20.037, 5.20.038, 5.20.039, 5.20.040, 5.20.041, 5.20.042, AND 5.20.043 TO IMPLEMENT AND ADMINISTER THE BUSINESS LICENSE TAXES FOR HOTELS AND OTHER PLACES DESIGNED FOR OCCUPANCY OF TRANSIENTS AND TO RELOCATE THE CURRENT SECTION 5.20.040 (PEDDLERS, HAWKERS AND STREET VENDORS) TO A NEW SECTION 5.20.235 WITHOUT CHANGE**

The City Council of the City of Brisbane ordains as follows:

Section 1. Section 5.20.040 (Peddlers, Hawkers, and Street Vendors) is hereby deleted.

Section 2. Sections 5.20.036 through 5.20.043, inclusive are hereby added to the Brisbane Municipal Code to read as follows

**Section 5.20.036—Definitions**

Terms used in Sections 5.20.037 through 5.20.043 shall have the same meanings as the definitions of those terms in Section 3.24.020 of this Code, as said Section may be amended from time to time.

**Section 5.20.037 Reporting and Remitting**

Each operator shall, on or before the last day of April, July, October and January, make a return to the tax administrator, on forms provided by the tax administrator, of the total rooms rented during the previous three months and the amount of tax calculated for such room rentals. The full amount of the tax calculated shall be remitted to the tax administrator at the time the return is filed. The tax administrator may require additional information in any returned. Such actions may be appealed under Section 5.20.040. Returns and payments are due immediately upon cessation of any business for any reason.

**Section 5.20.038 Penalties and Interest**

- A. Original Delinquency. Any operator who fails to remit any tax imposed by Section 5.20.035 within the time required shall pay a penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax.
- B. Continued Delinquency. Any operator who fails to remit any delinquent remittance on or before 30 days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax and the ten (10%) penalty first imposed.
- C. Fraud. If the tax administrator determines that the non-payment of any remittance due under Section 5.20.035 is due to fraud, a penalty of twenty five percent (25%) of the amount of the tax shall be added thereto, in addition to the penalties stated in subsections A and B of this section.
- D. Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by Section 5.20.035 shall pay interest at the rate of one percent (1%) per month or fraction

thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid in full.

- E. Penalties and Interest Merged With Tax. Every penalty imposed and such interest as accrues under this Section shall become part of the tax required to be paid by Section 5.20.035.

**Section 5.20.039 Failure to collect and report tax—determination of tax by tax administrator.**

- A. Assessment of Estimated Tax. If any operator shall fail or refuse to pay the tax and to make, within the time provided in Section 5.20.036, the tax administrator shall proceed in such manner as the tax administrator may deem best to obtain facts and information upon which to base the tax administrator's estimate of the tax due. As soon as the tax administrator shall procure such facts and information as the tax administrator is able to obtain upon which to base the assessment of any tax imposed by Section 5.20.035 and payable by any operator who has failed or refused to pay the same and to make such report and remittance, the tax administrator shall proceed to determine and assess against such operator the tax, penalty and interest provided by Section 5.20.038. The tax administrator may include in the assessment costs of any necessary audits or investigations.
- B. Notice of Assessment—Determination of Tax. Where a determination and assessment of the tax is made under subsection A of this Section, the tax administrator shall give notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at the operator's last known place of address. Such operator may, within ten (10) days after the serving or mailing of such notice, make application in writing to the tax administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, penalties, and interest, if any, determined by the tax administrator shall become final and conclusive and immediately due and payable. If such application is made, the tax administrator shall give no less than five (5) days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in the notice why the amount specified in the notice should not be fixed for such tax, penalties and interest. At such hearing, the operator may appear and offer evidence why such specified tax, penalties and interest should not be so fixed. After such hearing, the tax administrator shall determine the proper tax, penalties and interest to be remitted and shall thereafter give written notice to the operator in the manner prescribed herein of such determination and the amount of such tax, penalties and interest. The amount determined to be due shall be paid in full within fifteen (15) days unless an appeal is taken as provided in Section 5.20.040.

**Section 5.20.040 Appeal**

Any operator aggrieved by any decision of the tax administrator with respect to the amount of such tax, penalties and interest, if any, may appeal to the city manager by filing a notice of appeal with the city clerk within fifteen (15) days of the serving or mailing of the determination of tax due. The city manager shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to such operator at the operator's last known place of address. The city manager may designate a neutral hearing officer to hear the appeal and make a recommendation to the city manager as to the appeal. The findings of the city manager shall be final and conclusive and shall be served on the operator/appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon service of the notice.

### **Section 5.20.041 Records**

It shall be the duty of every operator liable for the payment to the city of any tax imposed by Section 5.20.035 to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as the operator may have been liable for the payment to the city, which records the tax administrator shall have the right to inspect at all reasonable times. Such records shall be maintained at the operator's premises or shall be available for delivery to the tax administrator within two weeks after request. Such records shall be so maintained for at least six months after a change of operator. The records shall include at least the following: Daily summaries of rooms rented.

### **Section 5.20.042 Refunds**

- A. Whenever the amount of any tax, penalty or interest has been overpaid or paid more than once, or has been erroneously or illegally paid or received by the city under Section 5.20.035 or 5.20.036, it may be refunded as provided in subsections B and C of this Section provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the tax administrator within three years of the date of payment or the date the tax was due, whichever was earlier.
- B. An operator may claim a refund or take a credit against taxed to be remitted in the amount overpaid, paid more than once, or erroneously or illegally paid or received when it is established to the satisfaction of the tax administrator that the tax paid or received was overpaid, paid more than once, or erroneously or illegally paid or received by the city.
- C. No refund shall be paid under the provisions of this Section unless the operator establishes the right thereto by written records showing entitlement to such refund.

### **Section 5.20.043 Collection of tax**

- A. Actions to Collect. Any tax required to be paid by any operator under Section 5.20.035 shall be deemed a debt owned by the operator to the city. Any operator owing money to the city under Section 5.20.035 shall be liable to an action brought in the name of the city for recovery of such amount.
- B. Notice of Intent to Record a Lien—Hearing. If the amount required to be paid to the city under Section 5.20.035 is not paid when due, the tax administrator may within three years after the amount is due, in addition to any other rights or remedies available for collection of such amount, give written notice to the operator and the owner of the property on which the hotel is located, if different, of the city's intent to record a lien against the property on which the operator's hotel is located. The notice shall specify a time and place at which a hearing will be conducted by the tax administrator to consider any objections by the operator or property owner to the recording of such lien, which hearing shall not be less than fifteen days from the date of the notice. The date of the hearing may be continued from time to time by the tax administrator. At the conclusion of the hearing, the tax administrator shall render a decision as to whether a lien should be filed with respect to any amount payable to the city under Section 5.20.035 that the tax administrator finds is then delinquent. The decision of the tax administrator may be appealed to the city manager as provided in Section 5.20.040.
- C. Recordation and Enforcement of Tax Lien. Upon a final determination of the amount of the delinquency by the tax administrator of the city manager on appeal, as the case may be, the tax administrator may file for record in the office of the San Mateo County recorder a tax lien specifying the amount of the tax, penalty and interest due, the name and address as it appears

on the records of the operator liable for same and the name of the property owner, and the legal description of the property on which the hotel is located. From the time of the filing for record, the amount required to be paid together with penalties and interest constitutes a lien upon such real property. Such lien shall be valid for a period of ten years and may be enforced by an action to foreclose the lien in a manner prescribed by law.

- D. **Successor's Liability—Withholding by Purchaser.** If any operator liable for any amount under Section 5.20.035 sells or transfers the hotel or any ownership interest therein, the successor or transferee shall withhold sufficient funds out of the purchase price to cover such amount until the former operator produces a receipt from the tax administrator showing that it has been paid or a certificate stating that no amount is due.
- E. **Liability of Purchase.** If the purchaser of a hotel fails to withhold funds from the purchase price as required, the purchaser shall become liable for the payment of the amount required to be withheld to the extent of the purchase price.
- F. **Continued Liability of Operator.** The sale or transfer of a hotel, dismissal of the operator, or other termination of the rights of an operator to operate the hotel shall not relieve the operator from liability for taxes due or owing under Section 5.20.035.

#### **Section 5.20.044 Violations**

Any violations of Sections 5.20.035 through 5.20.043 shall be punishable by fines, penalties and enforcement provisions set forth in Chapters 1.14, 1.16, and 1.18 of this code.

Section 3. Section 5.20.235 is added to the Brisbane Municipal Code as follows:

#### **Section 5.20.235 Peddlers, Hawkers, and Street Vendors**

- A. Every person carrying on the business of a peddler of any goods, wares or merchandise shall pay a license tax of twenty five dollars (\$25.00) per day in advance.
- B. For purposes of this Section, a "peddler" is defined to be and includes every person not having a regularly established place of business in the city, who travels from place to place, or has a stand upon any public street, alley, or other public place, doorway of any building, unenclosed or vacant lot, or parcel of land, who sells or offers for sale any goods, wares or merchandise in the person's possession.

#### Section 4. CEQA Determination

Introduction and adoption of this Ordinance is not subject to environmental review under the California Environmental Quality Act because it is not a project as defined under the CEQA Guidelines, Section 15378 (b) (5) [organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

#### Section 5. Effective Date.

This Ordinance shall become effective thirty days after its adoption.

Mayor

Attest:

Ingrid Padilla, City Clerk

Approved as to form:



Thomas R. McMorrow, City Attorney

I certify that the foregoing Ordinance No. \_\_\_\_ was adopted by the Brisbane City Council at a regular meeting on December 15, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ingrid Padilla, City Clerk



**File Attachments for Item:**

H. Caltrain Electrification Project Letter of Support



December XX, 2022

Toks Omishakin, Secretary  
 California State Transportation Agency  
 400 Capitol Mall, Suite 2340  
 Sacramento, CA 95814

Re: Support for Caltrain's application to the Transit and Intercity Rail Capital Program

Dear Secretary Omishakin:

**As elected officials representing the communities that Caltrain serves,** we are writing to express our strong support for Caltrain's application to the Cycle 6 Transit and Intercity Rail Capital Program (TIRCP) Existing Projects Reserve to complete the Caltrain Electrification Project. It is critical that Caltrain receive these resources to ensure this once in a generation project is completed by fall 2024, address the immediate cash flow needs and create a more sustainable future for Caltrain and the communities it serves.

The Caltrain Electrification Project (Project) is at the forefront of commuter rail innovation, transitioning from a legacy diesel rail line to a cutting edge, electrified line that mitigates climate impacts while creating thousands of jobs. The project has been in construction since 2017 and will modernize a nearly 160-year-old diesel commuter rail line by increasing capacity and improving performance and safety while providing cleaner and more sustainable service. Spanning 51 miles between San Francisco and San Jose, this project will replace 75 percent of Caltrain's 30-year-old diesel fleet with high-performance electric trains. Caltrain will become California's first electrified commuter rail system and North America's first commuter rail system in 30 years to transition its trains and infrastructure from diesel to

an electrified system. The local, regional, and state level benefits of this endeavor, some of which we've listed below, are significant.

- **Construction Nearly Complete:** The Caltrain Electrification Project began construction in 2017 and continued throughout the COVID-19 pandemic. Four of the new electric trains have already been delivered to the corridor and started testing. Caltrain is well on the way to providing electrified service in less than two years if additional resources are secured.
- **Fighting Climate Change:** Caltrain Electrification and the future service vision expansion will deliver tremendous environmental benefits to the region by replacing a 30-year-old, polluting diesel fleet and expanding capacity to carry more riders and remove vehicles from the road. Electrification will directly improve air quality along the corridor and significantly reduce greenhouse gas emissions.
- **Equity:** Caltrain Electrification will enhance access and benefit equity priority communities and as well as help Caltrain serve a more diverse group of riders, including people with lower incomes and members of racial and ethnic minority groups. The new electric train trains will significantly decrease emissions and noise pollution in the equity priority communities along the corridor. The Electrification Program will help Caltrain continue to expand midday and off-peak service levels to better serve essential workers, improve access for equity priority communities, and attract customers whose work schedules do not conform to historic peak commute hours.
- **Job Creation and Economic Growth:** The project has created thousands of jobs in California and contributed to job creation in 36 states across the county. In addition to supporting manufacturing jobs, the Caltrain Electrification Project is a vital contributor to the continued economic growth and quality of life for Silicon Valley and the greater San Francisco Bay Area. Caltrain service to the communities in which these companies are located will enable them to help drive the economy of our state, not to mention the nation.
- **Ridership and Community:** The new high-performance trains will offer a better experience for riders and the community. They will generate less noise than their diesel equivalent, making the trip more enjoyable both for riders and residents that live near Caltrain tracks. The new vehicles also offer enhanced amenities, including new digital onboard displays, power outlets at each seat, energy-efficient lighting, coat hooks, security cameras, expanded storage and ADA restrooms with baby changing tables.
- **Fiscal Benefit:** The COVID-19 pandemic's effect on Caltrain's overall financial health has been significant. Pre-pandemic, Caltrain counted on ridership to cover approximately ~70 percent of the operating budget, as of October 2022 ridership is at 30%. Additional resources are critical because the Electrification Project will run out of funds in June 2023. Securing additional funding for the Electrification Project will not only keep this important capital project on track, but it will also help with the agency's overall financial health by making sure Caltrain isn't overly burdened with debt and that key funding sources such as Measure RR and the Low Carbon Fuel Standard that were intended for operating, safety repairs and expansion support aren't diverted to the Electrification Project. By securing \$410M for the Electrification project, Caltrain estimates the operating fiscal cliff would be move from fiscal year 2024 (July 2023) to fiscal year 2027 (July 2026). With additional resources, the Electrification Project can be completed and Caltrain will

have more financial stability to continue providing quality, reliable service and expansion projects to communities along the corridor.

We are close to the finish line for this transformational project. We urge for your leadership to fully fund this project to ensure Caltrain stays on track to deliver a project that will leave a legacy for the region, state and nation. Thank you in advance for your consideration of our important request.

Most gratefully,

Alison Hicks, Mountain View Vice Mayor  
 Ann O'Brien Keighran, Burlingame Councilmember  
 Betsy Nash, Menlo Park Councilmember  
 Charles Stone, Belmont Councilmember  
 Cliff Lentz, Brisbane Councilmember  
 Dave Pine, San Mateo County Supervisor  
 David Canepa, San Mateo County Supervisor  
 Davina Hurt, Belmont Councilmember  
 Dev Davis, San Jose Councilmember  
 Emily Beach, Burlingame Councilmember  
 Flor Nicolas, Vice Mayor South San Francisco  
 Gina Papen, Millbrae Councilmember  
 Glenn Hendricks, Sunnyvale Councilmember  
 Gustav Larsson, Sunnyvale Councilmember  
 Jen Wolosin, Menlo Park Vice Mayor  
 John Dugan, San Carlos Councilmember  
 Julia Mates, Belmont Mayor  
 Kathy Watanabe, Santa Clara Councilmember  
 Larry Klein, Sunnyvale Mayor  
 Margaret Abe-Koga, Mountain View Councilmember  
 Mark Nagales, South San Francisco Mayor  
 Michale Salazar, San Bruno Councilmember  
 Pat Showalter, Mountain View Councilmember  
 Peter Leroe-Munoz, Gilroy Councilmember  
 Rebeca Armendariz, Gilroy Councilmember  
 Richard Ortiz, Burlingame Mayor  
 Rick Bonilla, San Mateo Mayor  
 Ron Collins, San Carlos Councilmember  
 Russ Melton, Sunnyvale Councilmember  
 Sally Lieber, Mountain View Councilmember  
 Sara McDowell, San Carlos Mayor  
 Tom Hamilton, San Bruno Councilmember  
 Town of Atherton