

City of Brisbane
Agenda Report

To: City Council via City Manager

From: Maria Saguisag-Sid
Principal Analyst

Subject: Approval of Resolutions 2014-50, 2014-51, 2014-52, 2014-53, 2014-54, 2014-55, 2014-56 and 2014-57, concerning changes in the Confidential Employees Group, Confidential Management Group, Executive Management Employees Group, General Employees Association, International Association of Firefighters, Local 2400, AFL-CIO, Mid-Management/Professional Employees Group, Police Commander and Police Chief Units' Memorandums of Understanding regarding the Flexible Compensation Plan

Date: Meeting of December 18, 2014

Purpose: To modify the current flexible compensation plan to comply with new legislation requirements.

Recommendation: Adopt resolutions 2014-50, 2014-51, 2014-52, 2014-53, 2014-54, 2014-55, 2014-56 and 2014-57

Background and Discussion:

The City of Brisbane provides a flexible compensation plan to eligible employees as part of the negotiated benefits with each bargaining group. Historically, funds available in this plan are dedicated to covering the cost of health insurance premiums, and any funds remaining after health premiums were covered were allowed to be contributed to a health flexible spending account (FSA). Funds contributed to a FSA are pre-taxed and are used to cover medical expenses not covered by health insurance, such as doctor visit copays and prescriptions. Under the Affordable Care Act, the amount of funds that could be contributed by the employer to the FSA is now limited, resulting in the remaining funds that an employee was due to be restricted.

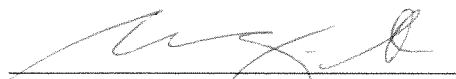
Staff worked with Alliant Employee Benefits consultants to review our current flexible compensation plan in regard to this issue and they have recommended modifying our plan so that the restricted employer provided funds could be used in other eligible flexible benefits on a pre-tax basis. The modifications include adding the dependent care account (DCA), which is for the purpose of reimbursing day care expenses, and a transportation account, which is for the purpose of reimbursing expenses from using mass transit or vanpools. Alliant also recommended we work with Discovery Benefits as our third party administrator for the FSA, DCA and transportation account, which will help us stay on top of the numerous changes that continue to affect our benefits due to the continuing implementation of the Affordable Care Act.

In addition to allowing funds that would be restricted to now be eligible for other pre-tax options, adding the transportation account as a benefit to employees meets the new mandated Commuter Benefits Program requirements from the Bay Area Air Quality Management District. This mandate requires employer with 50 or more full-time employees within the Bay Area to offer commuter benefits to their employees to encourage alternate modes of transportation such as transit, vanpool, carpool, bicycling and walking instead of driving single to work. The City has already met this requirement by participating in the Peninsula Traffic Congestion Relief Alliance shuttle consortium program which provides a free commuter shuttle to city employees, as well as Brisbane residents, that services the Balboa BART station and Bayshore CalTrain station.

Based on earlier direction from Council, staff has met and conferred with several of the groups regarding these modifications to the flexible compensation plan and have come to an agreement to modify the plan. Attached are letters of understanding from the groups that have approved the recommended changes. At this time, staff is requesting Council formally adopt the letters of understanding.

Fiscal Impact: There is no fiscal impact with these changes.

Attachments: Resolutions 2014-50, 2014-51, 2014-52, 2014-53, 2014-54, 2014-55, 2014-56 and 2014-57



Maria Saguisag-Sid
Principal Analyst



Clay Holstine
City Manager

RESOLUTION 2014-50

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE CONFIDENTIAL EMPLOYEES GROUP
REGARDING FLEXIBLE COMPENSATION PLAN**

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, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-50 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

Wendy Ricks
Confidential Employees Group
50 Park Place
Brisbane, CA 94005

Dear Ms. Ricks:

Per the meet and confer meetings between the City of Brisbane and the Confidential Employees Group, this letter will confirm the following understanding:

1. The City of Brisbane ("City") and the Confidential Employees Group ("CEG" and collectively known as the "Parties") are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding ("MOU") now and in the future.
2. The City and CEG are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 9. INSURANCE of the CEG MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 9 of the Parties' MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

F. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.

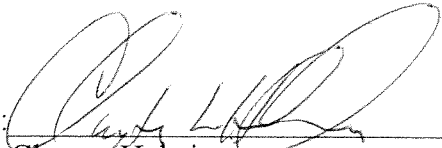
7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and CEG acknowledge that this Amendment shall not be in full force and effect until adopted by the City Council of the City of Brisbane.


If the foregoing is in accordance with your understanding, please so indicate by signing below.

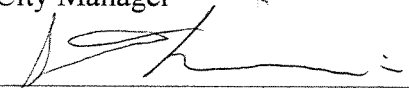
Confidential Employees Group

City of Brisbane

Dated: 12.10.2014

By: 
Clayton Holstine
City Manager

By: 
Wendy Ricks

By: 
Stuart Schillinger
Administrative Services Director

RESOLUTION 2014-51

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE CONFIDENTIAL MANAGEMENT EMPLOYEES GROUP
REGARDING FLEXIBLE COMPENSATION PLAN**

WHEREAS, the City of Brisbane and the Confidential Management 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 Management Employees Group have reached an agreement regarding wages, hours and working conditions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-51 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

Stuart Schillinger
Confidential Management Employees Group
50 Park Place
Brisbane, CA 94005

Dear Mr. Schillinger:

Per the meet and confer meetings between the City of Brisbane and the Confidential Management Employees Group, this letter will confirm the following understanding:

1. The City of Brisbane (“City”) and the Confidential Management Employees Group (“CMEG” and collectively known as the “Parties”) are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding (“MOU”) now and in the future.
2. The City and CMEG are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 9. Insurance of the CMEG MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 9 of the Parties’ MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

F. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.

7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and CMEG acknowledge that this Amendment shall not be in full force and effect until adopted by the City Council of the City of Brisbane.

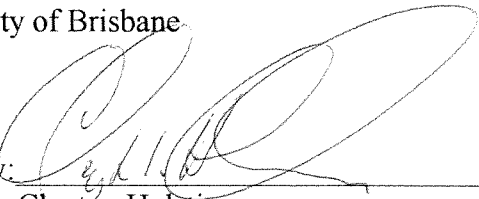
If the foregoing is in accordance with your understanding, please so indicate by signing below.

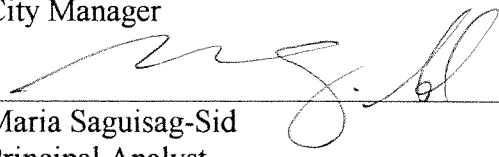
Confidential Management Employees
Group

Dated: 12/10/14

By: 
Stuart Schillinger

City of Brisbane

By: 
Clayton Holstine
City Manager

By: 
Maria Saguisag-Sid
Principal Analyst

RESOLUTION 2014-52

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE EXECUTIVE MANAGEMENT EMPLOYEES GROUP
REGARDING FLEXIBLE COMPENSATION PLAN**

WHEREAS, the City of Brisbane and the Executive Management 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 Executive Management Employees Group have reached an agreement regarding wages, hours and working conditions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-52 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

Randy Breault
Executive Management Employees Group
50 Park Place
Brisbane, CA 94005

Dear Mr. Breault:

Per the meet and confer meetings between the City of Brisbane and the Executive Management Employees Group, this letter will confirm the following understanding:

1. The City of Brisbane ("City") and the Executive Management Employees Group ("EXEC" and collectively known as the "Parties") are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding ("MOU") now and in the future.
2. The City and EXEC are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 9. Insurance of the EXEC MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 9 of the Parties' MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

F. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.

7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and EXEC acknowledge that this Amendment 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 Employees
Group

Dated: 12/11/2014

By: Randy Breault
Randy Breault

City of Brisbane

By: Clayton Holstine
Clayton Holstine
City Manager

By: Stuart Schillinger
Stuart Schillinger
Administrative Services Director

By: Maria Saguisag-Sid
Maria Saguisag-Sid
Principal Analyst

RESOLUTION 2014-53

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE GENERAL EMPLOYEES ASSOCIATION
REGARDING FLEXIBLE COMPENSATION PLAN**

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

WHEREAS, the City of Brisbane and the General Employees Association have reached an agreement regarding wages, hours and working conditions,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-53 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

**General Employees Association
50 Park Place
Brisbane, CA 94005**

Dear Mr. Morris:

Per the meet and confer meetings between the City of Brisbane and the General Employees Association, this letter will confirm the following understanding:

1. The City of Brisbane ("City") and the General Employees Association ("GEA" and collectively known as the "Parties") are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding ("MOU") now and in the future.
2. The City and GEA are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 11. Insurance of the GEA MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 11 of the Parties' MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.



In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

F. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.
7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and GEA acknowledge that this Amendment 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: 12/10/14

By: 

Clayton Holstine
City Manager

By: 

Gregory Morris

By: 

Stuart Schillinger
Administrative Services Director

By: 

Maria Saguisag-Sid
Principal Analyst

RESOLUTION 2014-54

**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 REGARDING FLEXIBLE COMPENSATION PLAN**

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, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-54 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

International Association of Firefighters, Local 2400, AFL-CIO
City of Brisbane
Station 81
3445 Bayshore Boulevard
Brisbane, CA 94005

Dear Mr. Murphy:

Per the meet and confer meetings between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO, this letter will confirm the following understanding:

1. The City of Brisbane ("City") and the International Association of Firefighters, Local 2400, AFL-CIO ("IAFF Local 2400" and collectively known as the "Parties") are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding ("MOU") now and in the future.
2. The City and IAFF Local 2400 are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Section 11. Health and Welfare of the IAFF Local 2400 MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.



4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Section 11 of the Parties' MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

B. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may

also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.
7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2014. The City and IAFF Local 2400 acknowledge that this Amendment 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

Dated: 12/9/14

By: John Murphy
John Murphy

City of Brisbane

By: Clayton Holstine
Clayton Holstine
City Manager

By: Stuart Schillinger
Stuart Schillinger
Administrative Services Director

By: Maria Saguisag-Sid
Maria Saguisag-Sid
Principal Analyst, City of Brisbane

RESOLUTION 2014-55

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

WHEREAS, the City of Brisbane and the Mid-Management/Professional Employees Group have met and conferred in accordance with the requirements of the Meyers-Miliias-Brown Act; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-55 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

Mid-Management/Professional Employees Group
50 Park Place
Brisbane, CA 94005

Dear Ms. Cooper:

Per the meet and confer meetings between the City of Brisbane and the Mid-Management/Professional Employees Group, this letter will confirm the following understanding:

1. The City of Brisbane ("City") and the Mid-Management/Professional Employees Group ("MMP" and collectively known as the "Parties") are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding ("MOU") now and in the future.
2. The City and MMP are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 9. Insurance of the MMP MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered with a third party administrator to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 9 of the Parties' MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution

will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

F. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.

7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and MMP acknowledge that this Amendment 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/Professionals
Employees Group

Dated: 12/11/2014

By: Betsy Cooper
Betsy Cooper

City of Brisbane

By: [Signature]
Clayton Holstine
City Manager

By: [Signature]
Stuart Schillinger
Administrative Services Director

By: [Signature]
Maria Saguisag-Sid
Principal Analyst

RESOLUTION 2014-56

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE POLICE COMMANDER
REGARDING FLEXIBLE COMPENSATION PLAN**

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, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-56 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

Robert Meisner
Police Commander
50 Park Place
Brisbane, CA 94005

Dear Commander Meisner:

Per the meet and confer meetings between the City of Brisbane and the Police Commander, this letter will confirm the following understanding:

1. The City of Brisbane ("City") and the Police Commander ("Commander" and collectively known as the "Parties") are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding ("MOU") now and in the future.
2. The City and Commander are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 9. Insurance of the Commander MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 9 of the Parties' MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution

will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

F. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.

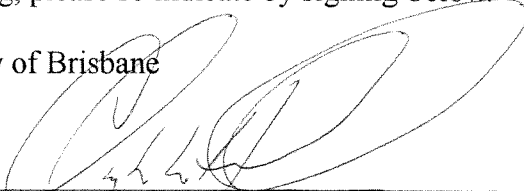
7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and PCA acknowledge that this Amendment shall not be in full force and effect until adopted by the City Council of the City of Brisbane.

If the foregoing is in accordance with your understanding, please so indicate by signing below.

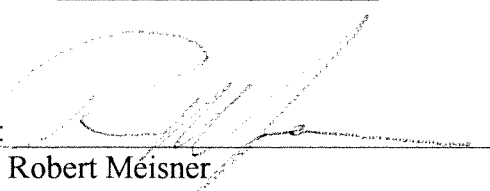
Police Commander

City of Brisbane

Dated: 12/11/14

By: 

Clayton Holstine
City Manager

By: 
Robert Meisner

By: 

Stuart Schillinger
Administrative Services Director

By: 

Maria Saguisag-Sid
Principal Analyst

RESOLUTION 2014-57

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES, HOURS AND WORKING CONDITIONS FOR
THE POLICE CHIEF
REGARDING FLEXIBLE COMPENSATION PLAN**

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, BE IT RESOLVED, by the City Council of the City of Brisbane that the agreement is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

TERRY O'CONNELL
Mayor

I hereby certify that the foregoing Resolution No. 2014-57 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 18, 2014, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk



CITY OF BRISBANE

50 Park Place
Brisbane, California 94005-1310
(415) 508-2100
Fax (415) 467-4989

December 2, 2014

Elizabeth Macias
Police Chief
50 Park Place
Brisbane, CA 94005

Dear Chief Macias:

Per the meet and confer meetings between the City of Brisbane and the Police Commander Association, this letter will confirm the following understanding:

1. The City of Brisbane (“City”) and the Police Chief (“Chief” and collectively known as the “Parties”) are committed to maintaining cooperative labor relations, including discussions over matters both encompassed by and outside the current Memorandum of Understanding (“MOU”) now and in the future.
2. The City and Chief are parties to an MOU with a term of January 1, 2014 through December 31, 2015.
3. Article 9. Insurance of the Chief MOU provides for group health insurance and related benefits including a Flexible Compensation Plan.
4. The City brokered to modify the Flexible Compensation Plan to offer active employees with additional options for the use of Flexible Compensation Plan monies.
5. Therefore the Parties Agree that effective January 1, 2015 through the term of the MOU, Article 9 of the Parties’ MOU shall be modified to read as follows:

INSURANCE

A. Medical Benefits

The City shall contribute \$122.00 per month effective January 1, 2015 for the medical insurance premiums for active and retired employees. This employer required contribution



will be adjusted by the amount required each January by PEHMCA. Health benefits will be offered through the CalPERS Health Benefits program.

In the event there is a CalPERS Medical Plan(s) rate increase effective January 1, 2015, the parties agree to the following formula for sharing that increase:

The CalPERS Bay Area Kaiser Rate increase will be used as the benchmark. If the benchmark rate increase is 3% or less, the City will increase its cash contribution to the Flexible Compensation Plan by that percent. If the increase is between 3% and 6%, the City will increase its cash contribution by 3%. If the increase is between 6% and 12%, the City will split the increase with the employee and add that increase to the 3% stated above so that the City's maximum increase caps out at 6%. Any increase above 12% will trigger a reopening of the contract to negotiate the means to share the cost burden above said 12%.

This paragraph will go into effect in December of 2014 in order to coincide with the payment of the January Health Insurance bill paid at the end of December 2014.

B. Flexible Compensation Plan

The City also offers a Flexible Compensation Plan benefit pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing active employees with access to various health and welfare benefits. Active employees may use the Flexible Compensation Plan benefit for any of the following: FSA- health, FSA- Dependent Care, or Transportation Spending Account. Flexible Compensation Plan monies may also be received as cash. The City's contribution toward the Flexible Compensation Plan will be set at the following amounts beginning January 1, 2014:

No Plan	\$511.87
Single party	\$628.86
Two party	\$1,379.10
Family	\$1,829.29

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.

6. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understanding or warranties. The terms of this Agreement are contractual and not a mere recital.

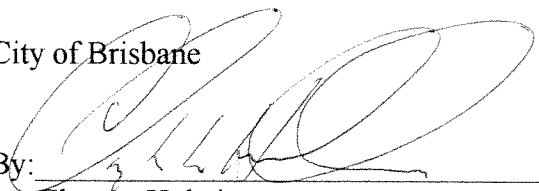
7. This agreement shall be a part of the current MOU and shall expire with the current MOU on December 31, 2015. The City and Chief acknowledge that this Amendment shall not be in full force and effect until adopted by the City Council of the City of Brisbane.

If the foregoing is in accordance with your understanding, please so indicate by signing below.

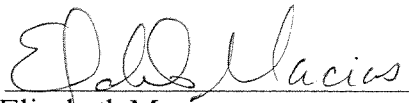
Police Chief

City of Brisbane

Dated: 12/11/2014


By: 

Clayton Holstine
City Manager

By: 
Elizabeth Macias

By: 

Stuart Schillinger
Administrative Services Director

By: 

Maria Saguisag-Sid
Principal Analyst