

RESOLUTION 2013 – 49

**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-Millias-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.

W. CLARKE CONWAY
Mayor

I hereby certify that the foregoing Resolution No. 2013-49 was duly and regularly adopted at a special meeting of the Brisbane City Council on December 19, 2013, by the following vote:

AYES:
NOES;
ABSENT:

SHERI MARIE SPEDIACCI
City Clerk

**Terms of Tentative Agreement between City of Brisbane and
The Police Chief**

1. MOU Renewal and Term:

All terms of the July 1, 2010-June 30, 2011 Memorandum of Understanding ("MOU") between the Police Chief and the City of Brisbane ("City"), as amended by this Tentative Agreement ("TA"), shall be renewed for the period January 1, 2014 to December 31, 2015. The parties' September 26, 2012 agreement to extend the MOU shall remain in effect through December 31, 2013, at which time all items regarding the MOU set forth in paragraphs 1-3 of the parties' September 26, 2012 Side Letter, including but not limited to the temporary 2% salary reduction, shall expire pursuant to the Side Letter's terms unless continued as a provision of the MOU as a result of this TA.

2. Cost-of-Living Adjustment:

Article 5, Section A shall be amended as follows:

Commencing the first full payroll period after July 1, 2014, Police Chief will receive a Cost of Living Adjustment ("COLA") dependent on CPI (San Francisco-W-82-84=100) movement Annual for 2013 reported in January 2014, with a minimum of 2.0% and a maximum of 3.0%.

Commencing the first full payroll period after July 1, 2015, the Police Chief will receive a COLA dependent on CPI (San Francisco-W-82-84=100) movement Annual for 2014 reported in January 2015, with a minimum of 2.0% and a maximum of 4.0%, provided that on January 1, 2015 the CalPERS Employer Contribution Rate for the Police Chief has not increased more than 5% from the previous year's rate. For any January 1, 2015 increase in the City's contribution rate above 5%, the July 1, 2015 COLA will be reduced by the amount of percentage increase in the contribution rate that is above 5%, except that the COLA shall be no less than zero. For example, if the City's contribution rate increases by 6%, such as from 16% to 22%, on January 1, 2015, and the July 1, 2015 COLA would otherwise be 3%, the COLA would be reduced to 2%.

3. Medical Benefits:

Article 9, section A shall be amended as follows:

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

The City shall contribute \$119.00 per month effective January 1, 2014 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.

For Police Chief: EM

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For the City [Signature]

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.

4. Health and Welfare Reserve:

New language shall be included in the MOU to provide for a Health and Welfare Reserve, as follows:

The City shall prefund a health and welfare reserve fund in an amount equivalent to \$1,000 for the Police Chief as of January 1, 2014. This reserve fund shall not be used in 2014, and thereafter shall be used by employees to pay the employee's portion of medical insurance costs. Representatives of the City and the Police Chief will meet beginning in February 2014 to discuss and decide on the specific terms of use of funds put in the Health and Welfare Reserve for Police Chief, which shall be based on the Police Chief's determination of how best to use such funds.

After 2014, if there is no January 1 increase in the CalPERS Bay Area Kaiser Rate, or if there is such an increase, but the City's increase in medical insurance costs pursuant to the formula set forth above is less than 5%, the City shall contribute to the Health and Welfare Reserve an amount equivalent to the difference between a 5% increase in the City's medical insurance costs pursuant to the formula and the City's actual increase, if any, under that formula, to be used by employees in the Police Chief to pay the employee's portion of medical insurance costs in accordance with the specific terms decided on through the process that will begin in February 2014.

The City shall provide the Police Chief with an accounting of the funds in the health and welfare reserve fund on an annual basis after the City's annual audit. The balance of funds in the reserve shall carry over from year to year.

5. Compensation Study

Within 90 days of July 1, 2015, the City will complete a total compensation market survey. The parties will convene on or about March 1, 2015 to review the components of said market study. The City will meet and confer with the Police Chief 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.

For Police Chief: EL

For the City [Signature]
[Signature]

6. Public Employees Retirement System

Article 7 shall be amended as follows:

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%

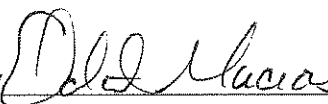
New Police Chief hires on or after January 1, 2013 who are determined by CalPERS to be “classic” or “legacy” members of the CalPERS will receive the Local Safety 3%@ 55 retirement plan. The employee contribution for those participating in the Local Safety 3%@ 55 retirement plan will be 9.0%

For new Police Chiefs hired on or after January 1, 2013 who are new to the CalPERS retirement system, the City shall provide the Local Safety 2.7% at 57 retirement program. 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. New bargaining unit employees shall pay 50% of the normal cost for their retirement benefit.

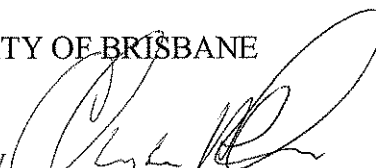
The City and the Police Chief acknowledge that this tentative agreement shall not be in full force and effect until adopted by the City Council of the City of Brisbane. If the foregoing is in accordance with your understanding, please so indicate by signing below.

POLICE CHIEF

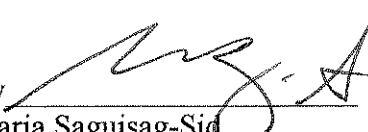
Dated 12/18/13

By 

CITY OF BRISBANE

By 
Clayton Holstine
City Manager

By 
Stuart Schillinger
Administrative Services Director

By 
Maria Saguisag-Sid
Principal Analyst

Effective Date: 01/01/2014
2.0% Increase

CITY OF BRISBANE
Police Chief

Appendix 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	12,752.13	13,390.00	14,059.07	14,762.80	15,499.47
	Bi-weekly	5,885.60	6,180.00	6,488.80	6,813.60	7,153.60
	Hourly	73.57	77.25	81.11	85.17	89.42