

RESOLUTION 11-23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLBRAE
APPROVING A TENTATIVE AGREEMENT BETWEEN THE CITY OF MILLBRAE
AND THE SANITATION WORKERS ASSOCIATION; AND AUTHORIZING THE
CITY MANAGER TO PREPARE AND EXECUTE THE MEMORANDUM OF
UNDERSTANDING**

Resolved by the City Council of the City of Millbrae, San Mateo County, California that:

WHEREAS, the City of Millbrae had a contract with Sanitation Workers Association which expired on June 30, 2011; and

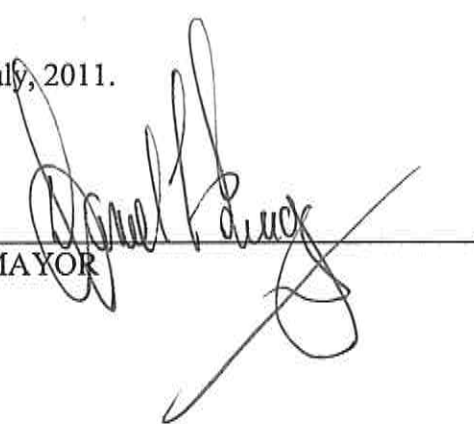
WHEREAS, pursuant to the provisions of the Meyers-Milias Brown Act (Section 3500 et. seq., Government Code), representatives of the City and of Sanitation Workers Association have met and conferred in good faith regarding the wages, hours and other terms and conditions of employment, in an attempt to reach and enter into a successor Memorandum of Understanding; and

WHEREAS, the parties have reached tentative agreement with respect to matters herewith jointly set forth, and have developed a tentative agreement of such matters for the purpose of presenting it to the City Council of the City of Millbrae for its determination.

NOW, THEREFORE, BE IT RESOLVED, that the attached Tentative Agreement (EXHIBIT A) shall be effective as stated therein.

BE IT FURTHER RESOLVED, that the City Manager is authorized to prepare and execute the Memorandum of Understanding with each represented bargaining unit on behalf of the City of Millbrae.

REGULARLY passed and adopted this 26th day of July, 2011.


MAYOR

ATTEST:


CITY CLERK

I do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Millbrae this 26th day of July 2011, by the following vote:

AYES:	COUNCILMEMBERS:	Quigg, Colapietro, Papan, Holober, and Seto
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None
EXCUSED:	COUNCILMEMBERS:	None



ACTING CITY CLERK

**TENTATIVE AGREEMENT BETWEEN
CITY OF MILLBRAE
AND THE SANITATION WORKERS ASSOCIATION**

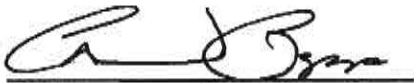
JULY 18, 2011

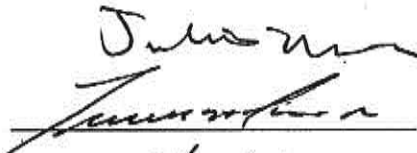
The following document contains the Tentative Agreement between the City of Millbrae and the Sanitation Workers Association (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City of Millbrae (hereinafter called "City") and Sanitation Workers Association (hereinafter called "Association") and will apply to all employees covered by the Memorandum of Understanding (MOU) between the City and the Association.

The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

FOR THE CITY

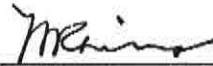
FOR THE ASSOCIATION

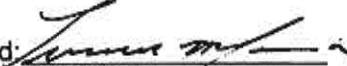




Date: 7/19/11

Date: 7/19/11

Approved: 

Ratified: 

Date: 7/26/11

Date: 7/19/11

**TENTATIVE AGREEMENT BETWEEN
CITY OF MILLBRAE
AND THE SANITATION WORKERS ASSOCIATION**

I. TERM:

The Memorandum of Understanding shall remain in effect for those employees employed in the classifications which comprise the Sanitation Workers Association represented unit for the period from July 1, 2011 up to and including June 30, 2012.

II. FURLOUGH:

1. "Work furlough" refers to one or more hours of required unpaid leave taken on a consecutive or intermittent basis.
2. All full-time employees will be required to take eighty (80) hours of furlough during the 2011/12 fiscal year. Employees working less than full-time will have furlough time proportionately pro-rated.
3. Furloughs will be scheduled in accordance with department time off procedures. Requests will be submitted by August 1, 2011 and the furlough schedule will be set by management by August 15, 2011. Furloughs will be taken no later than June 15, 2012.
4. The following terms and conditions apply to the furlough program:
 - a. Employees may not use paid accrued leave during furlough time.
 - b. Furlough time will be considered time in paid status for the following:
 - Accrual of paid leave
 - Seniority
 - Time in service for step increases
 - Completion of probation
 - Eligibility for holidays, and
 - Eligibility for health and welfare benefits.
 - c. Furlough time will count as hours worked for the purpose of calculating overtime.
 - d. No employee may perform work for the City during furlough time off unless authorized by management.
 - e. The period of furlough time off will be unpaid. Furlough time off will be tracked under a separate unpaid hours code.
 - f. The City will implement the furloughs and related payroll documentation consistent with CalPERS regulations.

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III. FREEZE STEP INCREASES:

All salary step advancements/ increases scheduled to occur between July 1, 2011 and June 30, 2012 will be frozen. All step increases scheduled to occur in the 2010-11 fiscal year which were frozen will continue to be frozen in the 2011-12 fiscal year. Employees who qualify for a salary step increase who do not receive the 2010-11 or 2011-12 fiscal year step increase will be eligible to receive one step increase on their anniversary date that occurs in the 2012-13 fiscal year. This provision will not be interpreted to allocate multiple step increases in the 2012-13 fiscal year.

IV. UNIFORM ALLOWANCE FORFEITURE:

Effective July 1, 2011, employees will forfeit uniform allowance for the remainder of the 2011-12 fiscal year, provided in Article IV, Section F of the MOU, entitled "Clothing Allowance."

V. FLOATING HOLIDAY FORFEITURE:

Employees agree to forfeit one (1) floating holiday for the 2012 calendar year.

VI. REOPENER

In the event the State Water Board mandates 24 hour operator coverage, or the City cannot provide adequate operator staffing without increasing overtime, the City may request and the Association will agree to reopen this agreement.