

RESOLUTION 11-24

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLBRAE
APPROVING A TENTATIVE AGREEMENT BETWEEN THE CITY OF MILLBRAE
AND THE MILLBRAE POLICE OFFICERS 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 Millbrae Police Officers 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 Millbrae Police Officers 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 MILLBRAE POLICE OFFICERS' ASSOCIATION (MPOA)**


The following document contains the Tentative Agreement between the City of Millbrae and the Millbrae Police Officers' 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 Millbrae Police Officers Association (hereinafter called "Union") and will apply to all employees covered by the Memorandum of Understanding (MOU) between the City and the Union.

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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.


This tentative agreement is subject to ratification by the bargaining unit and adoption by City Council.

FOR THE CITY


FOR THE ASSOCIATION



Date: 7-11-11



Date: 7/1/11

Approved: 

Date: 7-21-11

Ratified: _____
Date: _____

**TENTATIVE AGREEMENT BETWEEN
CITY OF MILLBRAE
AND MILLBRAE POLICE OFFICERS' ASSOCIATION (MPOA)**

I. TERM:

The Memorandum of Understanding shall remain in effect for the period from July 1, 2011 – June 30, 2012.

II. CONCESSIONS:

Employee total compensation for the 2011-12 fiscal year will be reduced by five percent (5%), as follows:

A. PENSION COST SHARING

Effective the first full pay period beginning on or after July 1, 2011 until June 30, 2012, each employee will pay five percent (5%) of PERS-able compensation toward the employer contribution for pension, in accordance with California Government Code Section 20516(f).

B. UNIFORM ALLOWANCE:

Effective the first full pay period beginning on or after July 1, 2011, employees will forfeit uniform allowance for the 2011-12 fiscal year, provided in Article IV, Section G of the MOU, entitled "Clothing Allowance."

C. RETIREMENT HEALTH SAVINGS:

Effective the first full pay period beginning on or after July 1, 2011, employees will forfeit the City's 2011-12 contribution to Retiree Health Savings Account (RHS), provided in Article IV, Section A(7)(b) of the MOU entitled "Retiree Medical."

D. HOLIDAY PAY:

Employees will forfeit eleven and one-half (11.5) hours of holiday pay in the 2011-12 fiscal year, provided in Article IV, Section B(2) of the MOU entitled "Method of Payment" for Holidays.

III. VACATION:

Effective the first full pay period beginning on or after July 1, 2011, for employees with less than 280 hours of unused, accrued vacation, the City will enforce a cap of 280 hours of vacation for all employees. Employees will not be permitted to accrue more than 280 hours of vacation at any given time.

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For Officers with more than 280 hours of accrued vacation, the City will cash out up to 50 hours of vacation in excess of 280 hours, effective the first pay period in December 2011, and up to 50 hours of vacation in excess of 280 hours, effective the first pay period in June 2012.

For Sergeants with more than 280 hours of accrued vacation, the City will cash out up to 100 hours of vacation in excess of 280 hours, effective the first pay period in December 2011, and up to 100 hours of vacation in excess of 280 hours, effective the first pay period in June 2012.

Effective June 1, 2012, the City will enforce a cap of 280 hours of vacation for all employees. Employees will not be permitted to accrue more than 280 hours of vacation at any given time.

IV. CANINE PAY

The parties agree to meet and confer to develop detailed MOU language pertaining to compensation for off-duty canine care during the term of the agreement.

V. CORPORAL RANK

The Department will establish the special duty assignment of Corporal. A differential pay rate of five percent (5%) above an officer's base salary will be paid to any officer assigned to Corporal. Corporals will be responsible for the duties of field training and Acting Watch Commander, and will assist the supervisor to ensure officers have direct supervision while on calls.

A Corporal will receive an additional five percent (5%) above the Corporal's salary and Corporal differential for each full shift in which the employee actually performs all the responsibilities of Acting Watch Commander.

Eligibility for the Corporal assignment will be subject to a testing process to be determined by the Department.

Non-Corporal Field Training Officers: A differential pay rate of five percent (5%) above an officer's base salary, plus any education incentive pay percentage, will be paid to any officer assigned to the position of field training officer for each full shift in which the employee actually performs all the responsibilities of a Field Training Officer as assigned by the Chief of Police.

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VI. ME TOO AGREEMENT:

If, between the date of this agreement and June 30, 2012, the City agrees to concessions totaling less than 5% total compensation to another bargaining unit (Firefighters Association, Teamsters, Sanitation Workers Association, or the unrepresented management unit), then the same percentage concessions will apply to the salary ranges for all classifications represented by the Association.

The above "Me Too" agreement does not apply to any change in compensation resulting from shared services or a consolidation or merger of services.

VII. REOPENER:

In the event of a consolidation of police services with another agency during the term of this agreement, the parties will reopen the MOU to discuss the impacts and effects related to the consolidation.