

**RESOLUTION NO. 11-45**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLBRAE  
APPROVING A TENTATIVE SIDE LETTER AGREEMENT BETWEEN  
THE CITY OF MILLBRAE AND  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 856**

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

**WHEREAS**, the International Brotherhood of Teamsters, Local 856 (“Teamsters”) represents a series of miscellaneous job classifications in the City of Millbrae; and

**WHEREAS**, The City and the Teamsters have agreed to a Memorandum of Understanding (MOU) covering the 2011-2012 fiscal year, and

**WHEREAS**, Several City employees represented by the Teamsters will be affected by the transfer of law enforcement services to the County of San Mateo.

**WHEREAS**, pursuant to the provisions of the Meyers-Milias Brown Act (Section 3500 et. seg., Government Code), representatives of the City and of the International Brotherhood of Teamsters Local 856 have met and conferred in good faith regarding the wages, hours and other terms and conditions of employment of the represented employees affected by the transfer, in an attempt to reach and enter into an agreement; and

**WHEREAS**, the parties have reached tentative side letter agreement with respect to matters herewith jointly set forth, and have developed a tentative side letter 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.

**REGULARLY** passed and adopted this 13<sup>th</sup> day of December, 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 13<sup>th</sup> day of December 2011, by the following vote:

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

  
CITY CLERK

**TENTATIVE AGREEMENT RE: SIDE LETTER BETWEEN  
CITY OF MILLBRAE  
AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 856**

The following document contains the Tentative Agreement for a side letter between the City of Millbrae ("City") and the International Brotherhood of Teamsters Local 856 ("Union") (hereinafter collectively called "the parties") regarding the transfer of law enforcement services to the County of San Mateo ("County"). The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the City and Union, and will apply to the employees listed below.

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

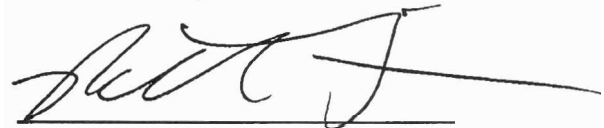
This Tentative Agreement is subject to approval by the City Council of the City of Millbrae, the transfer of law enforcement services to the County, and agreement by the County.

FOR THE CITY



Date: 12/13/11

FOR THE UNION



Date: 12/12/11

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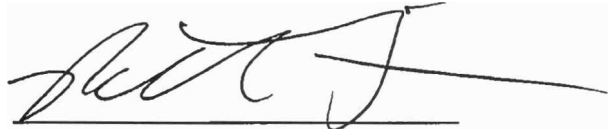
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FOR THE CITY

FOR THE UNION

  
\_\_\_\_\_

Date: 12/12/11

  
\_\_\_\_\_

Date: 12/12/11

**TENTATIVE AGREEMENT RE: SIDE LETTER BETWEEN  
CITY OF MILLBRAE  
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This agreement is contingent upon the City of Millbrae City Council's decision to contract with the County of San Mateo ("County") for transfer and provision of law enforcement services, and City and County approval of the necessary contracts for transfer of services. Subject to agreement by the County, the following terms and conditions relating to the transition of services will apply to individuals listed herein:

**A. City Special Services Coordinator, Crime Analyst, and Community Service Officers**

1. End of City Employment: City employment of the City Special Services Coordinator, Crime Analyst, and Community Service Officers will cease at 12:00 am on the first date of the contract between the City and County for transfer and provision of police services. All City obligations under any and all Memoranda of Understanding, policies, compensation resolutions and side letters in regard to employees in those job classifications will cease. Except as provided herein, accrued leave will be paid out in accordance with the provisions of the City's MOU with the Teamsters, City policies, and legal requirements.
2. County Due Diligence: The City Special Services Coordinator, Crime Analyst, and Community Service Officers (CSO's), who wish to be considered for County employment will sign a waiver allowing the Sheriff to conduct due diligence prior to hiring. As part of this due diligence, the Sheriff or designee may review each individual's City of Millbrae police department background report and personnel file, and the City's Human Resources Personnel File. Employees may schedule an appointment with the Human Resources Department to review their personnel files prior to County review. Applicants may also be subject to a physical exam.
3. County Employment: The County's Sheriff's Department will hire the City employees listed below, if each employee meets minimum County employment requirements as outlined in item number 2 above, as follows:
  - a. Chris Co: Chris Co will be hired as Program Coordinator II, at Step A of the salary schedule, on the first date of the contract between the City and County for provision of police services. Upon hire by the County, the City will pay, on a quarterly basis, the difference between the City hourly rate and the County hourly rate of pay, over a twelve (12) month period or until the County hourly rate is equal to or greater than the City hourly rate, whichever occurs sooner. Payments will be contingent upon ongoing County employment in paid, full- time status.

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- b. Davy Chetcuti: The County will hire Dave Chetcuti for the County Crime Analyst position on the first date of the contract between the City and County for provision of police services.

Dan Finnegan, Andrew Constantino, Ryan Buckley, Lucy Braun: The County will hire Dan Finnegan, Andrew Constantino, Ryan Buckley, and Lucy Braun as half-time CSO's. In the event a City CSO is hired by the County at an hourly rate of pay less than the hourly rate of pay earned at the City, upon hire by the County, the City will pay, on a quarterly basis, the difference between the City hourly rate and the County hourly rate of pay, over a twelve (12) month period or until the County hourly rate is equal to or greater than the City hourly rate, whichever occurs sooner. Payments will be contingent upon ongoing County employment in paid, half-time status. The County will give consideration to Ms. Braun's preference to perform court officer duties. However, final personnel decisions remain at the Sherriff's discretion.

4. Salary Step: Except as provided herein, City employees who are hired by the County will be hired at the same salary step at the County as held by the employee in the City classification at the time of separation from the City. (The same salary step does not necessarily equate to the same salary.)
5. Probation: City employees who have successfully completed a probationary period in their current rank and hold permanent status will not be required to serve a new-hire probationary period at the County Sheriff's Office.

City employees currently serving new-hire or promotional probation will be required to serve the balance of their probationary periods at the County in accordance with County rules and regulations.

6. Seniority: The County will count time in City service only for the purposes of calculating vacation accrual, and determining eligibility for any applicable County longevity benefit, promotions and statutory leaves (FMLA and CFRA).

The County will not count time in City service in administration of lay off procedures. In recognition of City employees' current Department seniority, all City employees represented by the Union and hired by the County will be hired in order of City hire dates, with the most senior person hired first.

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Employees hired by the County will be eligible for pension benefits in accordance with the rules and regulations of CalPERS, County policies, and the County pension system (SamCERA).

7. Work Assignment: Except as otherwise provided herein, work assignment within classification will be determined by the Sheriff.
  
8. Transferred Vacation Leave: In the event that the County agrees to the transfer of vacation leave, in lieu of cash out and upon hire by the County, the City employee may transfer to the County unused, accrued, City vacation time up to an amount determined by the County. The City will reimburse the County for all transferred vacation at the employee's City rate of pay applicable to vacation cash out. The number of vacation hours credited by the County will be the equivalent of the total dollar amount reimbursed by the City. Transfer of vacation hours to the County will be considered payment of vested vacation as wages at the employee's final rate upon separation from City employment for the purpose of California Labor Code Section 227.3 and Section 4.3 of the Memorandum of Understanding between the City and Union.

Vacation requests approved during employment with the City will be reviewed by the Sheriff on a case by case basis.

9. Compensatory Time Off (CTO): Upon separation from City employment, the City will cash out all unused CTO.

In the event that the County agrees to the transfer of CTO, in lieu of cash out and upon hire by the County, the City employee may transfer to the County unused, accrued City CTO, up to an amount determined by the County . The City will reimburse the County for all transferred CTO at the employee's City rate of pay applicable to CTO. The number of CTO hours credited by the County will be the equivalent of the total dollar amount reimbursed by the City (the higher of the employee's final regular rate of pay OR the employee's average regular rate of pay during the last three years of employment), divided by the County hourly rate. Transfer of CTO hours to the County shall be considered payment of unused compensatory time off for the purpose of the Fair Labor Standards Act.

10. Sick Leave: Upon separation from City employment, employees will receive payment for accumulated sick leave in accordance with the MOU between the City and the Union, which provides:

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***IV(D)5. Payment for Accumulated Sick Leave** -Upon termination of service with the City by reason of retirement under the City's Retirement Program (excluding deferred retirement), death or abolishment of position, without subsequent offer of employment in a new position, employees having unused accumulated sick leave shall be paid compensation therefore equivalent to twenty-five percent (25%) of their daily wage rate for each day of unused sick leave for the first two hundred (200) days of said unused sick leave, or in the alternative, at the employee's election, the employee shall receive one month medical insurance coverage for every eight (8) days of accumulated sick leave up to a total of two hundred (200) days of said unused sick leave, provided, however that the maximum City payment contribution under this option shall be no more than Seventy-five Dollars (\$75.00) per month for single retirees and One Hundred Dollars (\$100.00) per month for married retirees.*

In the event that the County agrees to the transfer of sick leave, in lieu of cash reimbursement and upon hire by the County, the City employee may transfer to the County up to the reimbursable amount allowable under the MOU between the City and the Union, and up to an amount determined by the County . The City will reimburse the County for the allowable reimbursable amount of sick leave (as stated above) at the employee's City base rate of pay. The number of sick leave hours credited by the County will be the equivalent of the total dollar amount reimbursed by the City. Transfer of sick leave hours to the County shall be considered sick leave payoff as required by Section IV(D)(5) of the Memorandum of Understanding between the City and Union.

11. Uniforms: Employees required to wear uniforms in County employment will be paid uniform allowance or will be provided with uniforms in accordance with the applicable County MOU.

**B. Records Clerks**

1. Ongoing City Employment: The following employees will remain in City employment:
  - a. Paula Gleeson: On the first date of the contract between the City and County for transfer and provision of law enforcement services, the City will transfer Ms. Gleeson from Records Clerk to a new City classification entitled "Permits Officer" within the Finance or City Manager department. Ms. Gleeson will not be subject to lay off



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before any City employee with less time in service with the City who is in a classification for which Ms. Gleeson is qualified. Ms. Gleeson will be considered qualified for a classification if she can reasonably obtain the necessary qualifications within one month.

As a result of the transfer, Ms. Gleeson will not experience a reduction of compensation (salary or benefits) during ongoing City employment, although bargaining unit changes to compensation (salary and benefits) may apply. Ms. Gleeson will not be subject to a probationary period in the new classification of Permits Officer.

- b. Kathleen Murray: On the first date of the contract between the City and County for transfer and provision of law enforcement services, the City will transfer Ms. Murray from Records Clerk to the classification of Office Assistant. Ms. Murray will not be subject to lay off before any City employee with less time in service with the City who is in a classification for which Ms. Murray is qualified. Ms. Murray will be considered qualified for a classification if she can reasonably obtain the necessary qualifications within one month.

Ms. Murray will not experience a reduction of compensation (salary or benefits) during ongoing City employment as a result of the transfer, although bargaining unit changes to compensation (salary and benefits) may apply. Ms. Murray will not be subject to a probationary period in the classification of Office Assistant.

Each term and condition set forth herein are contingent on agreement between the City and County. To the extent the City is unsuccessful in its effort to negotiate any such congruent term or condition with the County, the City and the Union will reopen this agreement subject to full meet and confer requirements, including bargaining over the decision to outsource police services to the County.