

CITY OF SAN BRUNO SUPPOSAL
2021 SUCCESSOR AGREEMENT NEGOTIATIONS
SAN BRUNO PUBLIC SAFETY MID-MANAGEMENT BARGAINING UNIT,
TEAMSTERS LOCAL 856

TENTATIVE SUPPOSAL – NOT AUTHORIZED BY COUNCIL

All other City and Union Proposals dropped

May 12, 2022

14. Salary Plan

14.1. The following reflects the understanding as to adjustments, modifications and changes related to salary and/or benefits which were agreed upon:

- 4.0% increase effective the first full pay period in January 2022
- 3.0% increase effective the first full pay period in January 2023
- 3.0% increase effective the first full pay period in January 2024
- 3.0% increase effective the first full pay period in January 2025

14.2. Effective the first full pay period in January 2022, equity adjustments for the classifications below:

2022 2% Equity Adjustment	2022 1% Equity Adjustment
Battalion Chief	Police Captain

Additional equity adjustment effective the first pay period in January 2023 for the classifications listed:

2023 2% Equity Adjustment	2023 1% Equity Adjustment
Battalion Chief	Police Captain

Additional equity adjustment effective the first pay period in January 2024 for the classification listed:

2024 1% Equity Adjustment
Battalion Chief

Additional equity adjustment effective the first pay period in January 2025 for the classification listed:

1% Equity Adjustment
Battalion Chief

14.3 Effective the first full pay period in January of 2024 the Captain Salary Range shall be changed to the following:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>16,173</u>	<u>17,022</u>	<u>17,916</u>	<u>18,857</u>	<u>19,846</u>

14.4 Effective the first full pay period in January of 2025, the Captain Salary Range shall be changed to the following:

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>17,533</u>	<u>18,453</u>	<u>19,422</u>	<u>20,442</u>	<u>21,515</u>

14.5 Whenever multiple pay adjustment occur on the same date, all adjustments shall be added together for calculation purposes.

19. Special Assignment Pay

19.1. Detective Sergeants and Administrative Sergeants shall receive special assignment pay, in the amount of 5% increase in base salary beginning on the first day of the assignment and continuing until the last day of the assignment.

19.2. A Fire Battalion Chief appointed by the Fire Chief to perform administrative duties shall receive special assignment pay in the amount of a 5% increase in base salary beginning on the first day of the assignment and continuing until the last day of the assignment.

19.3. Collateral Duty Pay: Police Sergeants performing the following collateral duties shall receive a two percent (2%) Collateral Duty Premium when assigned by the Chief. Such assignment may be assigned and unassigned by the Police Chief at the sole discretion of the Chief and shall not subject to the grievance procedure. The maximum Collateral Duty Premium Pay an employee may obtain under this section is two percent (2%) total.

- Regional S.W.A.T Team
- Defensive Tactics Instructor
- De-Escalation Instructor

19.4 Night Shift Differential: Police Sergeants regularly assigned by the Chief to work the "Night Shift" (i.e., any shift that includes the hours between 1900 – 0700) will

receive a one percent (1.0%) pay differential effective the first full pay period after the contract is executed. Beginning the first full pay period in January 2023, Police Sergeants employees regularly assigned to work the “Night Shift” will receive and additional one percent (1.0%) pay differential. Beginning the first full pay period in January 2024, Police Sergeants will receive an additional one-half percent (0.5%) pay differential for a maximum of two- and one-half percent (2.5%) of their hourly rate for all regularly assigned hours worked between 1900 – 0700. For purposes of this section, “regularly assigned” is defined as being scheduled to work as part of an employee’s standard shift as part of a regular shift rotation (i.e., 6 months). Employees not “regularly assigned” will not be entitled to Night Shift Differential, even for hours worked between 1900-0700. At full authorized staffing levels, there are a maximum of 2 such positions in this bargaining unit that are eligible for such assignment.

23. Overtime and Management Leave Time

23.1. Police Sergeant - The provisions of *Section 23.1* shall only apply to the classification of Police Sergeant.

23.1.1. Overtime is defined as the compensating of a full-time employee, either in compensatory time or pay, for authorized time actually worked in excess of 40 hours per week or in excess of the regularly scheduled work hours per day. The employee shall have sole discretion in determining whether overtime is received in pay or compensatory time subject to the accrual maximum outlined in the "Compensatory Time Leave Bank" referenced in (a) (1) below.

23.1.2. A "Compensatory Time Leave Bank" is established with a maximum accrual balance of eighty (80) hours.

23.1.3. Employees who have less than eighty (80) hours in their compensating time leave bank may convert holiday time as it occurs to compensatory time leave in lieu of pay, but in no case exceed a total of eighty (80) hours.

23.1.4. Time worked during the first one-quarter hour of excess time worked will not be compensated; however, time worked in excess of one-quarter hour through one-half hour will be granted at a minimum of one-half hour. When the time worked is in excess of one-half hour, overtime shall be computed for the total actual time worked and calculated to the nearest one-quarter hour.

23.2. Fire Battalion Chief - The provisions *Section 23.2* shall only apply to the classification of Fire Battalion Chief.

23.2.1. The workweek for shift personnel shall average 56 hours per week. The 48/96 schedule, which is a six (6) day cycle consisting of two days on, four days off, shall be deemed to consistent with such workweek.

- 23.2.2. Authorized work performed by an employee assigned to a shift in excess of forty-eight (48) hours within the six-day cycle shall constitute overtime. As used in this sentence, "day" shall mean a 24-hour period commencing at 8:00 am of one calendar day and concluding at 8:00 am of the following day. This subsection shall be limited by the provisions pertaining to change of shift and changes between shift assignments and 40-hour workweek assignments.
- 23.2.3. An employee required to work in excess of such regularly scheduled shifts shall be compensated for each overtime hour worked at the rate of one and one-half (1 ½) times the employee's straight time rate of pay based on a fifty-six (56) hour work week.
- 23.2.4. Change of Shift. If the shift assignment of an employee who is assigned to a shift is changed while the currently used work schedule is in effect, authorized work time shall not constitute overtime if the following schedule is maintained:
- Change from "A" shift to "B" shift: Employee works first day on "A" shift, then works second day on "B" shift
 - Change from "A" shift to "C" shift: Employee works first day on "A" shift, then works second day on "C" shift
 - Change from "B" shift to "A" shift: Employee works first day on "B" shift, then works second day on "A" shift
 - Change from "B" shift to "C" shift: Employee works first day on "B" shift, then works both days on "C" shift
 - Change from "C" shift to "A" shift: Employee works both days on "C" shift, then works second day on "A" shift
 - Change from "C" shift to "B" shift: Employee works first day on "C" shift, then works second day on "B" shift
 - Change Between Shift Assignment and 40-Hour Workweek Assignment
- 23.2.5. If the assignment of an employee is changed from a forty (40) hour workweek to a shift assignment, or vice versa, authorized work shall constitute overtime only if within the period in which the change was made the total number of authorized hours would exceed the sum of the following:
- 23.2.6. 8 hours per day for the portion of the period during which the employee was on shift, and
- 23.2.7. 5.714 hours per day for the portion of the period during which the employee was on the 40-hour workweek. As used herein, "the period within which the change was made" consists of the incomplete portions of the 40-hour workweek and shift cycle immediately before or after the date of change.
- 23.2.8. Overtime shall be calculated and paid to the nearest one-quarter hour (15 minutes) increment. As an illustration, an employee who worked in excess of 25 minutes would record 30 minutes on their time sheet. The Battalion Chief appointed by the Fire Chief to serve in the special assignment of Administrative Battalion Chief

– 40-hour week/FLSA exempt position will not receive overtime (see *Section 24.1* below).

23.2.9. Payment for Fair Labor Standards Act (FLSA) Overtime

23.2.9.1. Both parties agree and accept that as of August 14, 2001, the City of San Bruno's declaration of a 7(k)-exemption related to the calculation of FLSA Overtime and agree to incorporate FLSA mandated overtime compensation by paying said overtime at a rate of 2.735% of an employee's base salary per pay-period. The fifty-six (56) hour tour of duty shall be calculated within a twenty-seven (27) day work period.

23.2.10 Outside Vendor Payment for Management Overtime

Management employees will be paid at 1.5 times the Step 5 Police Sergeant base salary only for work done in accordance with SBPD Policy outside an employee's regular schedule and the overtime is fully reimbursed by an outside vendor requesting police services or through grant-funded operations such as OTS and ABC. Such shifts shall not impact the employee's normal work schedule. The Police Chief or designee will have absolute discretion to determine the specific shifts that qualify for this program, with no appeal rights for the employee.

24. FLSA Overtime as Compensatory Time Off (CTO)

24.1.1.1. Employees are allowed the option of having overtime earned at the rate of time and one half (1-1/2) hours actually worked into a Compensatory Time Off (CTO) bank subject to the following limitations:

24.1.1.2. The maximum number of hours ~~an~~ police department employee in this unit may bank in this unit is 120 hours. Any hours in excess of the balance maximum of 120 hours requested to be placed in the CTO bank will be paid out as overtime. The maximum number of hours ~~an~~ fire department employee in this unit may bank in this unit is 112 hours. Any hours in excess of the balance maximum of 112 hours requested to be placed in the CTO bank will be paid out as overtime.

24.1.1.3. The requests for time off shall be made at least 48 hours in advance in order to assure proper shift staffing; however, this time limit may be waived if the operation of the Fire Department is not impaired and proper shift staffing is assured.

24.1.1.4.

24. Management Leave Time for FLSA Exempt Positions

24.1. The following classifications are classes where compensation is on the basis of responsibility carried out rather the time spent on the job. Since these classifications are Fair Labor Standard Act (FLSA) Exempt, employees are not eligible for over-

time compensation. Management Leave as enumerated below is authorized for each fiscal year. No compensation shall be due to the employee for Management Leave should the employee leave the service of the City or be terminated.

Classification	Hours (Per Fiscal Year)
Police Commander	80
Police Lieutenant	80
	* *For consistency, the following sentence in 16.2.8 shall be eliminated: “The Battalion Chief appointed by the Fire Chief to serve in the special assignment of Administrative Battalion Chief – 40-hour week/FLSA exempt position will not receive overtime. (See Section 24.1 below).

- 24.2. Maximum Accumulation: Employees accruing management leave may accumulate up to a maximum of twice the employee’s annual leave accrual rate (a maximum of 160 hours). Employees who accrue above this maximum must take the excess leave within thirty (30) days after exceeding this accrual.
- 24.3. Annual Buyout Option: The City will allow an employee to buy out management leave hours on a once per year basis; such credits will be paid on the first pay date in December. Credits available for buyout will be those accumulated as of November 20th.

37. Provision of Long-Term Disability Insurance

37.1. The City agrees to allow employees in this bargaining unit that choose to voluntarily waive participation in a City-wide Long-Term Disability (LTD) insurance program to enroll in a qualified Union sponsored LTD insurance program. The city will provide reimbursement to employees of this unit toward premiums up to the maximum premium contribution the city is paying towards employees enrolled in the Citywide LTD program. Employees of this bargaining unit agree to pay the premium increase between the Citywide LTD offering and the new qualified Union LTD plan. The City’s premium contribution for Long-Term Disability is not available for cash reimbursement.

38. Health and Welfare

38.1. Beginning January 1, 2022, through December 31, 2025, the City shall pay 75% and employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.

39. Health Insurance After Retirement for Certain Employees – Hired Prior to January 1990

- 39.1. The terms of this section are only applicable to Police Commanders (Captain) and Fire Battalion Chiefs (Division Chiefs) who were employees of the City of San Bruno prior to January 1990.
- 39.2. That members of this bargaining unit retain Teamster Health & Welfare retiree benefits provided by the Teamsters Health & Welfare Trust to retirees, in an amount and at whatever levels set by the Trust for as long as provided by the Trust to the retirees (e.g.: not subject to the age or income exclusion of this proposed Section). The provisions of this Section do not bind, modify or amend any conditions of the Teamster's Local 856 Health & Welfare Trust.
- 39.3. That members of this bargaining unit who retire as members of this bargaining unit:
- Having at least ten (10) years' service with the City of San Bruno; and
 - Retire at age 50 or older; and
 - Such retired employees have not received a disability retirement; and
 - Such employees retire from service and are qualified for retirement benefits under PERS; and
- 39.4. Such qualified retirees and qualified dependents will be entitled to reimbursement for Teamster Health & Welfare retiree benefit "co-payment" from the City, and related dental costs, prescription drug costs and vision care costs, to be paid back to the retiree semi-annually after such payments have been made by the retiree.
- 39.5. The monthly amount paid by the City to the Trust for active employees (or equivalent), shall be credited in advance to the individual retiree's account on February of each year in an amount equal to the anticipated upcoming 12 monthly payments to the Trust (or equivalent) for active members of this bargaining unit.
- 39.6. The individual retiree will be permitted to accumulate an account available for qualified co-payments and dental/prescription/vision costs, but such accumulated account cap will not be greater than an amount equal to two (2) years contributions by the City on behalf of active employees (e.g.: the current year and the year immediately prior).
- 39.7. Example: On February of 1992, unexpended contributions for year 1990 will be deleted, and the remaining unexpended contributions for year 1991 will be added to the expected contributions for 1992 to reach accumulation cap.
- 39.8. Such amounts shall be available to reimburse employees, spouse or dependents for retiree co-payments, dental costs, prescription drug costs, or vision care costs that are submitted semi-annually (May and November) by verified billings or invoices that have been billed to the retiree and paid by the retiree during that

prior twelve month period, and thereafter presented to the City for reimbursement no later than twenty (20) days prior to the first day of either May or November. Bills submitted later than thirty (30) days prior may not be reimbursed until the following reimbursement date.

- 39.9. Qualified dependents shall be defined as a spouse or dependents living with the retiree (as “dependents” are defined for federal income tax purposes).
- 39.10. Retirees, spouses or their qualified dependents may not seek reimbursement for medical, dental, or vision billings that may be or have been paid for by other health, dental or vision plans available to the retiree, spouse, or dependent. Partial payments by other health plans may, however, be submitted for reimbursement of the unpaid portion, so long as submitted with the limitation set out above.
- 39.11. Each such retiree shall be limited to his or her accumulated amount, and no such retiree may deplete another retiree’s accumulation.
- 39.12. The City’s co-payment and/or reimbursement offer to qualified retirees specified in *Subsections 39.4 and 39.5* above shall terminate upon each and any of the following events:
- Upon the retiree’s death
 - Upon the retiree returning to employment with the City of San Bruno and qualifying for employee health and welfare benefits.
 - Upon the retiree reaching age 65
 - Upon the retiree earning in excess of the limit set by the IRS as FICA non-taxed income in any calendar year, as verified on employee’s federal income tax form [“wages, salary and tips”], (excluding spouse’s income, if any) subject to request for verification by the City. Said amount shall be adjusted annually by overall salary increases (but not equity adjustments) as provided annually to this bargaining unit by way of the Memorandum of Understanding.
- 39.13. It shall be the responsibility of the retiree to annually supply the City prior to April 30, a copy of his/her federal income tax return as verification that the earning limit has not been exceeded. Failure to provide the tax return may be cause to terminate these additional retiree benefits.
- 39.14. Termination of the co-payment or reimbursement by reason of any of the conditions listed above, becomes effective upon the date of the disqualifying event: and all such co-payments or billings incurred prior to that date will be reimbursed by the City pursuant to the agreement; and no such reimbursements shall be made by the City to the retiree from the date of disqualification. Disqualification based upon a single year’s income also disqualifies the retiree for reimbursements every year after the date of disqualification.
- 39.15. Plan Restructure

- 39.15.1. The Plan year shall move to a calendar year cycle. Future year increases will be effective January 1.
- 39.16. “Opt out”
 - 39.16.1. Employees who demonstrate possession of comparable health coverage may elect to opt out of the city health benefit.
 - 39.16.2. An amount equal to 15% of the monthly premium shall be paid to the employee based on the composite rate with the ‘no co-pay’ prescription plan
 - 39.16.3. An amount equal to 35% of the monthly premium shall be paid to the Trust based on the composite rate with the ‘no co-pay’ prescription plan
- 39.17. The Trust shall offer a “10/20” drug prescription option, which may be utilized at employee’s choice only
- 39.18. The Union shall submit a request for contributions up to the maximum allowable amount by October 1 annually of each year. Such request shall be supported by evidence of Trust Fund documentation reflecting actual increased costs. No other adjustments shall be permitted during the term of this MOU.
- 39.19. In the event the Affordable Care Act (or other comparable Federal or state legislation which provides health care coverage for employees covered by this agreement) is enacted into law during the term of this Memorandum of Understanding and such legislation has an adverse impact on either party, the parties will meet and confer regarding the impact of such legislation on the Memorandum of Understanding.
- 39.20. It is agreed that the above identified amounts are maximum amounts which may be exceeded only by any carryover amount from prior year's premium not needed.
- 39.21. An eligible employee with respect to whom monthly contributions are required shall mean any employee on the payroll on the first day of any calendar month who has been on the payroll of the City eighty (80) hours or more during the preceding calendar month and shall otherwise be defined by Article I of the Teamsters Local 856 Trust by laws. Said contribution shall institute full compliance with and full performance of all obligations of the City to provide health and welfare benefits for its employees.
- 39.22. During the term of this MOU the parties herein reserve the right to request the other party to meet and confer on the subject of this section for the purpose of reviewing and considering a competitive proposal from the requesting party for the obtaining of equal or comparable health and welfare benefits for covered employees at no additional or less cost to the City.
40. **Retiree Plus Coverage – Third Party Provider**

40.1. Except for employees who are covered in Section 39 immediately above, employees in this unit participate in Retiree Plus Health Coverage established January 1, 2021. For the term of this contract the City shall pay 75% and employee shall pay 25% of Retiree Plus Health Coverage premium.

40.2. Eligibility for any Retiree coverage: If you retire from employment with an employer who is making contributions for retiree coverage, you will be eligible for retiree benefits provided (1) You were covered under this Plan for a total of 120 months and (2) You were eligible for at least 12 continuous months immediately prior to the date of your retirement.

40.3. Eligibility for Retiree Plus coverage: If you retire from employment with an employer who is making the required contributions for Retiree Plus coverage, you will be eligible for the reduced Monthly Self-Pay rate provided (1) you have at least 240 months of coverage and (2) 12 continuous months immediately prior to the date of your retirement with an employer who paid into the Retiree Plus Plan. If you have at least 120 months, but less than 240 months, you will be eligible for Retiree coverage but not for the reduced Monthly Self-Pay rate. *Retirees are encouraged to review the Retiree Plus Health Coverage Plan Document for exceptions and enrollment deadlines.*

60. Term

60.1. This Memorandum of Understanding, except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix "A" for the period from January 1, 2022, and until December 31, 2025 except to the extent that such Memorandum of Understanding may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees in classifications covered by this Memorandum of Understanding.

60.2. This Memorandum of Understanding is a compilation of the previous Memorandums of Understanding, with modifications negotiated by and between the parties, and thereafter approved pursuant to San Bruno City Council Resolution.

Agreed upon by representatives of the City of San Bruno:

DocuSigned by:

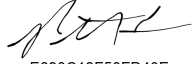
Dania Torres Wong

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Dania Torres Wong, Sloan Sakai Yeung & Wong, LLC
Chief Negotiator

6/3/2022

Date

Agreed upon by representative of Public Safety Mid-Management represented by Teamsters
Local #856:

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Peter Finn, Secretary/Treasurer/Principal Officer

6/3/2022

Date