

CITY OF SAN BRUNO COUNTER PROPOSALS
2021 SUCCESSOR AGREEMENT NEGOTIATIONS
SAN BRUNO MISCELLANEOUS BARGAINING UNIT, TEAMSTERS LOCAL 856

COMPREHENSIVE SUPPOSAL

All other City and Union Proposals dropped

May 25, 2022

6. Salary Plan

6.1. Salary Ranges

6.1.1. Salary ranges for represented classifications shall be as set forth in Appendix A, hereto attached and made a part hereof, on the effective date specified herein.

6.1.2. The following represents agreed upon modifications to salary during this contract:

- ~~• 3% increase effective the first full pay period in January 2017~~
- ~~• 3% increase effective the first full pay period in January 2018~~
- ~~• 3% increase effective the first full pay period in January 2019~~
- 4% increase effective the first full pay period in January 2022.
- 4% increase effective the first full pay period in January 2023.
- 4% increase effective the first full pay period in January 2024.

9. Incentive Pay

9.1. Water ~~Employees Certification Pay/Wastewater Certification Pay~~

~~All While the reorganization of the Water Division is underway, Public Works Operations employees assigned to the in the Water Division who obtain and maintain a Water Treatment Operator's Certificate and/or a Water Distribution Certificate (or a combination of both) shall receive certification pay in the amount of one percent (1%) per grade, up to a maximum of six percent (6%). Following the reorganization, positions that require the certification as part of the job classification will not receive incentive pay, and if operationally feasible as determined by the Department, there will no longer be a Maintenance Worker classification assigned to Water after Maintenance Workers currently assigned to the Water Division achieve the certifications necessary to become Operators.~~

~~9.19.2 Wastewater and Streets & Stormwater Certifications Employees~~

~~9.2. If required in the employee's job description or required by a regulatory agency, all employees assigned to the Wastewater Division who obtain and maintain a Collection System Maintenance Certificate shall receive certification pay in the amount of one percent (1%) per grade, up to a maximum of four percent (4%) of base salary.~~

9.1. Public Works Operations Employees assigned to the Wastewater and Streets & Stormwater Divisions who obtain and maintain a California Water Environmental Association (CWEA) Collection System Maintenance Certificate shall receive certification pay in the amount of one percent (1%) per grade, up to a maximum of three percent (3%) of base salary. Public Works Operations Employees assigned to the Wastewater and Streets & Stormwater Divisions who obtain and maintain a State of California Water Resources Control Board Water

Distribution Certificate (up to D2) and/or State of California Water Resources Control Board Water Treatment Certificate (up to Grade T2) shall receive certification pay in the amount of one percent (1%) per grade, up to a maximum of four percent (4%) of base salary. The maximum incentive allowable under this provision for California Water Environmental Association (CWEA) Collection System Maintenance Certificates and California Water Resources Control Board Water Distribution Certificate (up to D2) and/or State of California Water Resources Control Board Water Treatment Certificates shall not exceed 6%.

~~9.3. Maintenance Workers regularly assigned to waste water duties shall be eligible for certification pay of up to \$75 for possession of waste water treatment certificates issues by the CWEA and/or the State Water Resources Control Board. The first certificate shall be eligible for pay supplement of \$40 per month, and the second for pay supplement of an additional \$35 per month.~~

9.4. Applicator Spray Certification Pay

9.4.1. Employees assigned applicator spray duties and who hold an applicator spray certificate shall receive \$50 per month

9.5. Bilingual Incentive Pay

9.5.1. City shall provide bilingual incentive pay in the amount of two-and-one-half percent (2.5%) of base pay to an employee who meets the criteria outlined in the City's Bilingual Program. Recipients new to the program as of April 14, 2017 must demonstrate actual use of the bilingual skill as part of performing their job duties in order to be eligible to receive bilingual incentive pay. These requirements include:

9.5.2. Demonstrated proficiency in a language other than English (including American Sign Language), which is used within the community;

9.5.3. Successfully meets and maintains the program requirements, including re-qualifying every two (2) years

9.6. Cable Technology Premium Pay

9.6.1. The City shall provide Cable Technology incentive pay in the amount of two-and-one-half percent (2.5%) of base pay to an employee who meets the criteria.

32. Health and Welfare

32.1. Health & Welfare Trust Fund

32.1.1. Each regular full-time employee and each permanent part-time employee of this unit shall become eligible to participate in Teamsters Local Union No. 856 Health and Welfare Trust Fund, provided, however, that participation in the fund shall not be denied to eligible employees who are not members of the Union. Temporary employees and temporary part-time employees who are employed by the City for a period of ninety (90) days shall also be eligible to participate in said fund.

32.1.2. For purposes of providing health and welfare benefits for regular full-time and permanent part-time employees subject to this Memorandum of Understanding, the City shall contribute an agreed upon amount to the trust fund on a monthly basis on behalf of each eligible employee for actual costs incurred by such Fund to provide and maintain at existing levels of coverage hospital, medical, dental care, prescription drugs, vision care, and retiree health benefits.

32.1.3. 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 their qualifying dependents, including domestic partners. 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.

~~32.1.4. Beginning January 1, 2017 the City shall pay 75% and employee pay 25% of the health and welfare benefit premium increase over the prior plan year based on the cost of the plan options which the employee has selected.~~

~~32.1.5. Beginning January 1, 2018 the City shall pay 75% and the employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.~~

~~32.1.6. Beginning January 1, 2019 the City shall pay 75% and employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.~~

~~32.1.7. Beginning January 1, 2020 the City shall pay 75% and employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.~~

~~Beginning January 1, 2021 the City shall pay 75% and employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.~~

~~32.1.8.32.1.4. Beginning January 1, 2022 through December 31, 2024 the City shall pay 75% and employee shall pay 25% of health and welfare benefit premium increase over the prior plan year.~~

~~32.1.9.32.1.5. Plan Restructure~~

~~32.1.9.1.32.1.5.1. The Plan year shall move to a calendar year cycle. Future year increases will be effective January 1.~~

~~32.1.10.32.1.6. "Opt out"~~

~~32.1.10.1.32.1.6.1. Employees who demonstrate possession of comparable health coverage may elect to opt out of the City health benefit.~~

~~32.1.10.2.32.1.6.2. 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~~

~~32.1.10.3.32.1.6.3. 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~~

~~32.1.11.32.1.7. The Trust shall offer a "10/20" drug prescription option, which may be utilized at employees choice only~~

~~32.2. A request for contributions up to the maximum allowable amount shall be made by the Union to the City no less than thirty (30) days in advance of the effective date and shall be supported by evidence of Trust Fund documentation reflecting actual increased costs. This adjustment shall take effect within thirty (30) days after notification by the Union to the City. No other adjustments shall be permitted during the term of this Memorandum of Understanding.~~

32.3. Retiree Plus Health Coverage

32.3.1. 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.

32.3.2. 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.

32.3.3. 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.

7. Term

56.1. 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, 2017-2022, and until December 31, 2019-2024 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.

56.2. In the event the parties to this Memorandum of Understanding fail to successfully negotiate a Memorandum of Understanding to succeed this one, and either party declares an impasse, the parties shall proceed to mediation pursuant to Resolution 1970-20, as amended and if that procedure does not resolve the dispute, the parties shall, within 30 days thereafter, proceed to advisory fact-finding through the use of a three (3) member panel consisting of one (1) member selected by the Union, one (1) member selected by the City and a third member selected by the first two members from a list provided by the State Mediation and Conciliation Service. Authorized costs, if any, associated with the third party's participation shall be borne equally by the Union and the City. The results of such advisory fact-finding shall be kept confidential unless otherwise mutually agreed upon between the Union and the City.

56.3. If the parties are unable to reach agreement after the conclusion of such fact-finding, the Union shall not be precluded from conducting informational picketing on City premises in accordance with State and Federal laws, provided the Union, its officers, and representatives shall not prevent any City employee from reporting to work.

~~56.4. This Memorandum of Understanding is a compilation of the previous Memorandum of Understanding, with modifications negotiated by and between the parties, and thereafter approved pursuant to San Bruno City Council Resolution Nos. 2009-82, 2010-46, 2012-88, and 2017-48.~~

8. Appendix A: Represented Classifications and Salary Ranges

See Attached

Agreed upon by representatives of the City of San Bruno

DocuSigned by:

Dania Torres Wong

6/3/2022

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

Date

Agreed upon by representatives of San Bruno Miscellaneous Bargaining Unit, represented by Teamsters Local No. 856

DocuSigned by:

Peter Finn

6/3/2022

Peter Finn, Secretary/Treasurer/Principal Officer

Date