



MEMORANDUM OF UNDERSTANDING

Teamsters Local 856, IBT
POLICE

January 1, 2022 – December 31, 2025



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MEMORANDUM OF UNDERSTANDING (MOU)

January 1, 2022 through December 31, 2025

The San Bruno Police Bargaining Unit, represented by the Professional and Vocational Employees Division of Teamsters Local 856, IBT, and representatives of the City of San Bruno have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the classifications set forth in *Appendix A* and have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding, (MOU), is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.) and has been jointly prepared by the parties.

1. Recognition

- 1.1. Union Recognition. Professional and Vocational Employees Division of Teamsters Local 856, IBT, hereinafter referred to as "Union", is recognized as the majority representative, as provided in the City's Employer-Employee Relations Resolution No. 1970-20, adopted March 23, 1970, for all employees assigned to the classifications set forth in *Appendices A* and *A-1*, which is attached and made a part hereof.

2. Union Security

- 2.1. The City shall be governed by applicable state and federal law, as presently worded or subsequently amended, as it pertains to union security.
- 2.2. New Employee Orientations
 - 2.2.1. The City shall provide the Union written notice of new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event or when the City is first notified of a new employee's start date.
 - 2.2.2. One (1) representative of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory at a location designated by the City. No representative of management shall be present during the Union's presentation.
 - 2.2.3. If a Union representative is unable to attend, paid release time shall be granted for one (1) steward at each orientation to participate in the new employee orientations. Human Resources will coordinate with the Steward's supervisor to make every reasonable effort to schedule orientations in conjunction with the Department and Steward's availability. Upon request, the Union shall provide a list of stewards designated to conduct Union presentations.
 - 2.2.4. The City will provide the employee with a packet of information supplied by the Union, including the Memorandum of Understanding (MOU) and Union membership form (paper or electronic).

- 2.2.5. The Union may follow the grievance procedure outlined in relevant Memorandums of Understanding for alleged violations of this agreement.
- 2.3. Dues Deduction
 - 2.3.1. Any regular full-time or regular part-time employee who is covered by this Memorandum of Understanding may become a member of the Union and may execute a payroll deduction form as furnished by the Union.
 - 2.3.2. The Union shall indemnify and hold the City harmless from any cost of liability resulting from any and all claims, demands, suits, or any other action arising from the operation of this provision or from the use of the monies remitted to the Union, including the costs of defending against any such actions or claims. The Union agrees to refund to the City any amounts paid to it in error.
 - 2.3.3. The Union will be custodian of records for such deduction authorization and will provide the City with a certification that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. The Union shall not be required to provide the City a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization. However, the Union will provide the City with a certification document for each employee with sufficient information to allow the City to identify the appropriate level of deductions.
 - 2.3.4. The City shall direct employee requests to cancel or change deductions to the Union and shall rely on information provided by the Union regarding whether deductions for an employee organization were properly canceled or changed.
 - 2.3.5. The City shall not be required to collect any special assessments or similar short-time changes in rate. Initiation fees will not be considered a special assessment.
- 2.4. Communications with Employees
 - 2.4.1. The Union shall be provided suitable space on bulletin boards at the work location for posting notices concerning official Union business, such information shall be in compliance with applicable City and departmental policies.
- 2.5. Advance Notice
 - 2.5.1. Except in cases of emergency as provided below in this subsection, the union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the appropriate management representatives prior to adoption. Proper advance notice shall consist of written notice to the designated business agent with a copy to the designated shop steward.
 - 2.5.2. In cases of emergency when the foregoing procedure is not practical or in the best public interest, the City may adopt or put into practice immediately such measures as are required. At the earliest possible date thereafter, the Union shall be provided with the notice described in the preceding paragraph and be given the opportunity to meet and confer with the appropriate management representatives. As used herein, "emergency"

shall mean any situation in which proper management of the City requires immediate action, or in which immediate action is necessary for the preservation of life or property.

2.6. List of Unit Employees

- 2.6.1. The City shall furnish the Union with the names, initial rate of pay, classifications, and dates of hire of employees newly assigned to the unit and employees leaving the unit. The City shall provide the Union with current rates of pay for all employees in the bargaining unit once per year.

3. City Rights

- 3.1. The City shall retain the full rights of management and the direction of its business and operations, except as expressly limited and set forth in writing in this MOU. Wherein a subject matter is covered by the MOU, the City will act in accordance with those sections.

- 3.2. Nothing herein shall be construed to require the City to meet and confer on matters which are solely the function of management and which are not otherwise provided in this Memorandum of Understanding or letters of understanding executed by the parties in relation to the Memorandum of Understanding. The rights of the City through its Council and management include, but are not limited to, the following:

- To exclusively determine the mission of its constituent departments, commissions, and boards;
- To set standards of service of the various City departments;
- To determine the procedures and standards of selection for employment;
- To establish grooming standards;
- To lay off its employees from duty because of lack of work and other legitimate reasons;
- To maintain the efficiency of governmental operations;
- To determine the methods, means, and personnel by which governmental operations are to be conducted;
- To determine the content and intent of job classifications;
- To determine the methods of financing of departmental operations;
- To determine the style and/or types of City-issued wearing apparel, equipment, or terminology to be used;
- To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and allocate and assign work by which City operations are to be conducted;
- To determine and change the number of locations, relocating, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract or subcontract any work or operations of the City;
- To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish work schedules and assignments;
- To establish and modify productivity and performance standards for employees, and to require compliance therewith;

- To discharge, suspend, demote, reprimand, withhold salary increases, or otherwise discipline employees for cause;
 - To take all necessary actions to carry out its mission in emergencies.
- 3.3. It is a major purpose of this section to maximize the flexibility of the City to conduct its day-to-day operations.
- 3.4. Prior to modification of the following subjects, the City shall meet and confer with the Union:
- Minimum qualifications for classifications represented by the Union;
 - The content and intent of job classifications; provided, however, that it is understood that job descriptions used to describe the various duties of a classification do not preclude employees from being assigned to work not listed as a specific duty of that classification;
 - Licenses and certificates required for such classifications of employees;
 - Degrees of training required for such employees;
 - Grooming standards applicable to such employees;
 - Productivity and performance standards of such employees;
 - Styles and types of wearing apparel to be used on duty;
 - Size and composition of the work force of the Police Department;
 - Contracting or subcontracting of operations currently being performed by the Police Department.
- 3.5. The obligation of the City to meet and confer regarding the foregoing subjects shall not be construed to require that the City and the Union reach agreement prior to the implementation of the types of modifications described in this subsection.
- 3.6. Nothing in this section shall be construed to excuse the City from the obligation to meet and confer with the Union regarding any subject or matter not set forth in this section where required to do so by statute.
- 3.7. Neither the Union nor any employee within the bargaining unit shall contest through the grievance procedure the authority of the City under state or federal law to exercise the rights enumerated in *Section 3.2*. Except as provided therein, the Union may use the courts to contest the exercise of such authority.

4. No Discrimination

- 4.1. There shall be no discrimination by either Union or City on any basis prohibited by state or federal law or on account of any legitimate union activity.

5. Union Representatives and Personnel Files

5.1. Personnel Files

- 5.1.1. An employee, or on presentation of written authorization from the employee, an employee's representative, shall have specific access to the employee's personnel file upon request and reasonable convenience of Human Resources. Documentation in the personnel file relating to the investigation of a possible criminal offense, information

obtained from the pre-employment background investigation, and letters of reference may be specifically excluded from the inspection and review of the employee and/or the employee's representative.

- 5.1.2. Medical records and information which would be privileged under state law pursuant to the attorney-client privilege or the work product doctrine may also be excluded. Non-privileged medical records involving workers' compensation, disability medical evaluation, and pre-hire medical reports shall be maintained in a separate employee medical file which is not included in the employee's personnel file. Personnel files may only be reviewed in the presence of a designated employee of Human Resources. The City will provide employees with copies of their personnel evaluations and warning letters, if any.
 - 5.1.3. The City will provide employees with copies of performance evaluations, letters of reprimand, if any, and such copies shall be provided to the Union with written authorization of the employee. Upon request the employee may at his/her expense copy these portions of his personnel file not specifically excluded from review by this section.
- 5.2. Union Representative
- 5.2.1. Union representatives may receive complaints or grievances of employees at the work location during work hours. They shall not interfere with the normal conduct of work or duties of the employees, as determined by the department head. The department head shall not unreasonably prevent the employee from meeting with union representatives regarding such complaints or grievances.
 - 5.2.2. Activities such as the soliciting of membership, collection of dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature are strictly prohibited during working hours without the prior approval of the City Manager or his/her representative.
 - 5.2.3. In the event the City believes that the union representatives are abusing the provisions of this section, it shall contact the Union in writing to arrange a mutually acceptable time and place to investigate the City's complaint and to assure full compliance by the union representative.
 - 5.2.4. When any public safety officer is under investigation and subjected to interrogation by his/her commanding officer, or any other member of the police department, which could lead to punitive action, such interrogation shall be conducted in accordance with Section 3303 of the Government Code. The terms used in the preceding section shall be as defined in the Public Safety Officers Procedural Bill of Rights Act.
 - 5.2.5. The Union will provide the City with a list of authorized stewards annually.
 - 5.2.6. Upon written prior approval of the Police Chief, authorized union stewards may be afforded reasonable paid time off to attend professional development seminars, attend meetings with management, grievance hearings, and internal investigation interviews.

6. Filling of Vacancies

6.1. Minimum Age

6.1.1. The minimum age of all new employees in the classifications of Police Officer is twenty-one (21) years per California Commission on Peace Officer Standards and Training (POST). The minimum age of all new employees in the classifications of Public Safety Dispatcher I/II, Police Clerk I/II, is eighteen (18) years. The City reserves the right to unilaterally change the age limits of department personnel after meeting and conferring with the union.

6.2. Filling Vacancies

6.2.1. Except as otherwise provided in this Memorandum of Understanding, whenever the City Manager determines that a vacancy in a class described in Appendix "A" of this Memorandum of Understanding is to be filled, it shall be filled from employment lists established as a result of competitive examination. An exception to this rule is the City's use of the lateral and pre-trained transfer program. In making a determination not to fill a vacancy, safety of the personnel of the police department shall be a governing factor.

6.3. Announcement

6.3.1. All examinations for classes set forth in Appendix "A" of this Memorandum of Understanding shall be published by posting announcements in the city hall, on official bulletin boards, and in such other places as the Personnel Officer deems advisable, including one newspaper of general circulation circulated in the city. Promotional examinations shall not be advertised by newspaper. Notice of promotional examinations need not be given to persons other than those eligible to take such examinations.

6.3.2. The announcements shall specify the following:

- The title and salary range of the class;
- The nature of the work to be performed;
- Preparation desirable for the performance of the work of the class;
- The dates, time, place, and manner of making applications; and
- Other pertinent information.

6.4. Application Form

6.4.1. Applications shall be made on forms provided by the Personnel Officer. Such forms may require information covering training, experience, or other pertinent information. All applications must be signed under penalty of perjury by the person applying.

6.5. Disqualification from Open Competitive Examination

6.5.1. The City Manager as Personnel Officer, or City Manager's designee, may reject the application of any applicant for a position to be filled by open competitive examination if:

- The application indicates on its face that the applicant does not possess the minimum qualifications required for the position;

- The applicant would not meet the minimum age requirement at the time of appointment to the position classification;
- The applicant does not meet current requirements for employment authorization as outlined by pertinent state and federal laws;
- The applicant would be unable to perform the essential job functions after reasonable accommodations have been made;
- The applicant has made a false statement of any material fact or has omitted any material fact or has practiced or attempted to practice any deception or fraud in the application.

6.6. Permissive Rejection: Open Competitive Examination

6.6.1. The City Manager as Personnel Officer, or City Manager's designee, may reject any application for a position to be filled by open competitive examination if, in that person's or group's judgment, the number of applicants for the position is so great that it would be unmanageable to interview all applicants possessing the minimum qualifications. In such cases, the applicants selected for interview or further consideration may be limited to those who, in the judgment of the City Manager, or City Manager's designee, possess the qualifications that best fit the needs of the Police Department.

6.7. Notice of Rejection

6.7.1. Whenever an application is rejected, notice of such rejection with a statement of reason may be mailed to the applicant by the City Manager or City Manager's designee.

6.8. Defective Applications

6.8.1. Defective applications may be returned to the applicant with notice to amend the same, at the discretion of the Personnel Officer.

7. Appointments

7.1. Sources of Appointments to Fill Vacancies

7.1.1. Whenever the City Manager determines that a vacancy in a class described in Appendix "A" of this Memorandum of Understanding is to be filled, it shall be filled by re-employment, transfer, demotion, or from eligibles certified by the Personnel Officer from an appropriate employment or promotional list, if available. The City's lateral and pre-trained transfer policy is another alternative to filling vacancies.

7.1.2. Whenever the City Manager determines that a vacancy in a class described in Appendix "A" of this Memorandum of Understanding is to be filled, the City Manager shall determine the availability of employees for re-employment, requests for transfers, or demotion, and of eligibles on employment or promotional lists for the class.

7.1.3. The City Manager shall certify the eligibles available to fill the vacancy by re-employment, transfer or demotion, or from a promotional or employment list.

7.2. Order of Certification

7.2.1. Whenever certification is to be made, the employment lists, if each exists, shall be used in the following order: re-employment list, promotional list, open-competitive list.

Whenever there are fewer than three names on a promotional list or seven names on an open-competitive list, the City Manager may make an appointment from among such eligibles or may establish a new list.

7.3. Appointment

- 7.3.1. After interview and investigation, the City Manager shall make appointments from among those certified in accordance with *Section 9.1.2*. The City Manager or designee shall thereupon notify the person appointed. If the applicant accepts the appointment and presents himself/herself for duty within such period of time as the City Manager or designee shall prescribe, s/he shall be deemed to be appointed; otherwise, s/he shall be deemed to have declined the appointment.

7.4. Nepotism

- 7.4.1. No person shall be appointed to any position described in Appendix “A” if a member of the immediate family, as defined in *Section 7.4.5* of such person is employed in the department, if the City Manager determines that (1a) for business reasons of supervision, safety or security, it would be inappropriate to place one such person under the direct supervision of the other; and (1b) the appointment cannot be made so it would not be necessary that one employee be under the supervision of the other; or (2) the placement of both persons in the department involves potential conflicts of interest greater for persons so related than for non-related persons, and such conflicts cannot be resolved by control of duty assignments.
- 7.4.2. If such appointment is made, the employees involved shall be assigned, if possible, so that one is not under the direct supervision of the other, or employed to work in conjunction with the other under ordinary circumstances.
- 7.4.3. If, due to marriage, persons employed in the Police Department become members of an immediate family, the Police Chief shall, to the extent possible, assign such persons to duties in such manner that neither is under the direct supervision of the other, and neither is assigned to work in conjunction with the other under ordinary circumstances.
- 7.4.4. For purposes of this section, “direct supervision” is not designed to include employees who overlap on a workday, and is defined as having the primary supervisory assignment of the employee, including the preparation of the employee’s performance evaluation.
- 7.4.5. For purposes of this section, “immediate family” includes father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, mother of domestic partner, father-in-law, father of domestic partner, grandparent, grandparent of domestic partner, grandchildren, grandchildren of domestic partner, great grandparents, great grandparents of domestic partner, great-grandchildren of domestic partner, step-children, and step-children of domestic partner.

8. [Probationary Period](#)

8.1. Length of Probationary Period

- 8.1.1. All regular appointments to the classification of police officer shall be tentative and subject to a probationary period of eighteen (18) months from the anniversary date of

probationary appointment. All regular appointments to other classifications set forth in Appendix "A" of this Memorandum of Understanding shall be tentative and subject to a probationary period of one year from the anniversary date of regular appointment.

- 8.1.2. Due to the extended sensitivity of safety related positions and additional training efforts required for the positions of Public Safety Dispatcher I/II and Police Clerk I/II, there will be a 12 month probationary period after completion of a reasonable and designated training period. A reasonable training period shall not exceed six (6) months. The designated training period shall be identified by the City/department head in the offer letter provided to new employees when they accept employment with the City.

8.2. Objective of Probationary Period

- 8.2.1. The probationary period shall be regarded as a part of the testing process and shall be utilized for close observation of the employee's work.

8.3. Appointment or Rejection of Probationer

- 8.3.1. During the probationary period an employee may be rejected at any time by the City Manager without cause, without hearing, and without the right of appeal.

- 8.3.2. Prior to the scheduled termination of the probationary period, the City Manager or designee shall notify the probationer in writing as to whether the service of the probationer has been satisfactory and his/her retention in City employment is desired. If the City Manager or designee notifies the probationer that the performance of the latter has been satisfactory, the City Manager or designee shall appoint the probationer to his/her position on a regular basis, effective upon the completion of the probationary period. If the City Manager or designee notifies the probationer that the performance of the latter has not been satisfactory, the employment of the employee shall be terminated upon such notice, or the City Manager or designee may extend the probationary period for a specific period of time to allow for further observation and evaluation. If the probationary period is extended, the salary step increase for the employee shall be deferred for the period of time of the extension.

- 8.3.3. Whenever the City Manager rejects a probationer, the written notice of rejection shall advise the probationer as follows:

- 8.3.3.1. That if the probationer believes s/he has been rejected because of allegations of misconduct which have been publicly disclosed under such circumstances that the good name, reputation, honor, or integrity of the probationer has been stigmatized, the probationer has the right to a hearing to provide him/her an opportunity to clear his/her name; and

- 8.3.3.2. That if the probationer believes s/he has been rejected on account of race, color, ancestry, national origin, religion, sex, marital status, physical handicap, participation in the activities of a labor organization, or the exercise of any right guaranteed to the probationer by statute or constitution, the probationer is entitled to a hearing to determine whether such rejection was, in fact, effectuated upon such invalid basis.

- 8.3.4. The notice shall advise the probationer that the latter may request such hearing by transmitting to the City Manager in writing not later than 15 days from the date of the notice a request for a hearing. Such request shall specify the grounds upon which the hearing is requested, as set forth in *Subsections 8.3.3.1 and 8.3.3.2*. If the probationer does not request a hearing in the manner prescribed by this section within the period allowed, the probationer shall be deemed to have waived his/her right to such hearing.
- 8.3.5. The City Manager shall conduct hearings requested pursuant to this section. If the hearing has been requested pursuant to *Subsection 8.3.3.2*, the probationer shall have the burden of proof that the rejection was effected upon an invalid basis. At the conclusion of such hearing, the City Manager may sustain the rejection, reinstate the probationer to probationary status if the probationary period has been completed, or reinstate the probationer to probationary status and extend the probationary period if otherwise permissible, if justified by the evidence presented at the hearing.
- 8.3.6. If, prior to the hearing, the employee presents to the City Manager a written request that the City Manager disqualify himself/herself from conducting the hearing, the City Manager shall assign a designee having no supervisory control over the employee to conduct the hearing. At the conclusion of the hearing, the hearing officer shall recommend to the City Manager the disciplinary action to be taken, if any, and the City Manager shall make a determination and promptly notify the employee in writing of such decision.

8.4. Promotional Probation

- 8.4.1. An employee who has previously completed the requisite probationary period and who is rejected during a subsequent probationary period for a promotional appointment shall be reinstated to the former position and salary step from which the employee was promoted; provided that this subsection shall not be construed so as to prohibit the City from discharging any employee during a subsequent promotional probationary period for those reasons and causes set forth in *Section 39* of this Memorandum of Understanding. Employees will be evaluated by the Department while serving in their promotional probation period.

8.5. Rejection Following Promotion

- 8.5.1. Any employee rejected during the probationary period following a promotional appointment shall be reinstated to the position and salary step from which s/he was promoted.

8.6. Extension

- 8.6.1. The probationary period may be extended upon the written recommendation of the employee's department head and the approval of the city manager for one or more extension, each not to exceed six months duration. The Union will be notified in writing of extensions of probationary periods.

9. Promotion, Employment Lists

9.1.1. Promotion

- 9.1.1.1. The City will endeavor to fill vacancies by promotion when in the best interest of the City. In the event the City Manager or designee determines to fill a vacancy by promotion, Human Resources shall prepare and administer an examination for those employees holding similar positions in lower classifications. The names of the successful candidates shall be recorded in the order of their standing in the examination of an employment list. Promotional appointments will be made from the eligible candidates on the employment list.
- 9.1.1.2. If, in the opinion of the City Manager, a vacancy in the position could be filled better by an open, competitive examination instead of a closed, promotional examination, the City Manager may call for applications for the vacancy and arrange for an open, competitive examination, and for the preparation and certification of an eligible list.

9.1.2. Employment Lists

- 9.1.2.1. Employment lists shall become effective upon the approval thereof by the Personnel Officer. Employment lists shall remain in effect for one year, unless sooner exhausted, and may be extended prior to their expiration dates by action of the Personnel Officer for additional six-month periods, but in no event shall an employment list remain in effect for more than two years.
- 9.1.2.2. Original appointments can only be made from the top eight candidates on the employment list who are ready and willing to accept the position offered.
- 9.1.2.3. The name of any person on an employment list may be removed by the City Manager if the eligible person requests such removal in writing, if the candidate fails to respond to a written offer of employment within five business days next succeeding the mailing of notice, which shall be by registered or certified mail, if a subsequent report of a background investigation shows that the person is unsatisfactory, or if the employee has been rejected for appointment three times.
- 9.1.2.4. If a candidate refuses to be considered for appointment or for interview, the City Manager may, remove the name of the candidate from the employment list.
- 9.1.2.5. The names of persons on promotional employment lists who resign from the service may be dropped from such lists.

10. Layoff and Re-employment

10.1. Layoff

- 10.1.1. Whenever, in the judgment of the City Council, it becomes necessary to abolish positions, the City Council may abolish any position including those set forth in Appendix "A" of this Memorandum of Understanding, and the employee holding such position or employment may be laid off without the right of appeal. The City Manager may likewise lay off regular employees due to lack of work or funds.

10.1.2. In reduction in force, employees with the least length of service shall be laid off first.

10.2. Re-employment after Layoff

- 10.2.1. In rehiring, the name of the employee last laid off within two years shall be placed at the head of an employment list for a position in the classification formerly held, and the employee shall be given preference in filling vacancies in that classification, and, if re-employed, shall be placed at the same step of the salary range previously held.

11. Resignation and Reinstatement

11.1. Resignation

- 11.1.1. An employee wishing to leave the competitive service in good standing shall file with the department head, at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the department head or supervising official as to the resigned employee's service performance and other pertinent information concerning the cause of resignation. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the City.

11.2. Reinstatement

- 11.2.1. A regular employee who has resigned in good standing may be reinstated to a vacant position of the same classification as the previous position within a period of two years from the effective date of resignation. Reinstatement shall be made at the salary step recommended by the department head and approved by the City Manager.

11.3. Demotion

- 11.3.1. Demotion is the movement of an employee from one class to another class having a lower maximum rate of pay. The City Manager may demote an employee in any class of employment upon probationary rejection, for disciplinary purposes, as a substitute for layoff where authorized by this Memorandum of Understanding, or where the employee volunteers to be demoted. No employee shall be demoted to a position for which s/he does not possess the minimum qualifications. Three days written notice of the demotion shall be given to the employee before the effective date of the demotion.

12. Salary Plan

12.1. Salary Ranges

- 12.1.1. The following reflects the understanding as to adjustments, modifications and changes related to salary and/or benefits:

- 12.1.1.1. Wages – the following increases shall apply to all bargaining unit members
- 4% increase effective the first full pay period in January 2022
 - 3% increase effective the first full pay period in January 2023
 - 3% increase effective the first full pay period in January 2024
 - 3% increase effective the first full pay period in January 2025

12.1.1.2. Calculation of actual salary shall be as follows: For the five-step range, the range will be calculated by dividing each range step, beginning with top step, by the factor 1.0525.

12.1.1.3. Salary ranges for represented classifications shall be as set forth in Appendix "A".

12.2. Salary Plan Administration

12.2.1. Employees occupying a position set forth in Appendix "A" of this Memorandum of Understanding shall be paid a salary within the range established for that position's classification.

12.2.2. Effective upon ratification, the City will create a new Police Corporal job classification which shall be included in the list of classifications represented by the Police Bargaining Unit and added to Appendices "A" and "A-1". The Police Corporal job classification will be set 7.5% above Step 5 of the Police officer salary range.

12.2.3. The Parties agree to conduct a classification and compensation study of the Police Clerk I/II, Public Safety Dispatcher I/II, Community Services Officer I/II (digital and physical evidence only) job classifications and meet and confer regarding implementing any negotiable changes within 120 days of ratification of this agreement, and thereafter commencing bargaining over any negotiable changes, including but not limited to wage enhancements, for those classifications subject to the classification and compensation study.

12.3. Salary Plan Administration, Original Appointment

12.3.1. Except as herein otherwise provided, the salary for a new employee entering the competitive service shall be the minimum salary step for the classification to which the employee is appointed. However, when warranted by special circumstances, the City Manager may appoint a new employee at a salary step other than the minimum step of the respective classification. The City Manager's decision shall be final.

12.4. Salary Plan Administration, Advancement within Salary Range

12.4.1. No salary advancement shall be made so as to exceed the maximum rate established in the pay plan for the class to which the advanced employee's position is allocated. Employees hired at the first step of the salary range shall be evaluated for salary advancement after the first six months of service and after additional one-year periods of service thereafter until the employee has reached the maximum rate established. Employees hired at other steps of the salary range shall be evaluated for salary advancement after the first year of service from the anniversary date and after additional one-year periods of service thereafter until the employee has reached the maximum rate established. Advancement within the salary range shall generally be made one step at a time. However, the City Manager may, when circumstances warrant, advance the salary of an employee more than one step at a time or prior to the initial six months of service. If the City Manager takes such action the anniversary date for salary revision purposes shall be one (1) year from the date of such action.

12.4.2. Advancements shall not be automatic, but shall depend upon increased service value of an employee to the City as exemplified by recommendations of his/her supervising

official, length of service, performance record, special training undertaken, or other pertinent evidence.

- 12.4.3. Advancement to the next higher step within the range of the assigned classification shall be implemented only upon final approval by the City Manager.
- 12.4.4. Changes in an employee's salary because of promotion, demotion, or an early or delayed salary advancement will set a revised salary anniversary date for that employee.
- 12.4.5. Salary range adjustments for a classification will not set a new salary anniversary date for employees serving in that classification.
- 12.4.6. Whenever the schedule of compensation for a classification is revised, each incumbent in a position to which the revised schedule applies shall be paid at the same step in the revised range as the step at which the employee was paid in the previous range.
- 12.4.7. If an employee takes a leave of absence, pursuant to *Section 25*, the time spent away from work shall not be counted toward the completion of the next step. If an employee takes a leave of absence with pay, the time spent away from work in excess of forty-five (45) consecutive calendar days shall not be counted toward the completion of the next step.

12.5. Anniversary Date

- 12.5.1. The anniversary date is the date from which time is calculated for purposes of salary step advancement, the ending of the probationary period, the advancement of vacation accrual dates, and the accrual of sick leave. This date shall be the actual date an employee is hired. Future salary and benefit adjustments for vacation etc., would be made effective the beginning of the pay period in which the employee's anniversary date occurred.
- 12.5.2. The actual date of appointment to a position shall govern seniority and eligibility to take a promotional examination and layoff.

12.6. Salary Plan Administration, Salary Step After Promotion or Demotion

12.6.1. Promotion

- 12.6.1.1. When an employee is promoted from a position in one classification to a position in a higher classification, that employee shall be entitled to receive the rate of pay of the lowest step in the salary scale of the higher classification which provides at least 5% above the base salary of the employee, not including acting pay or educational incentive pay.

12.6.2. Demotion

- 12.6.2.1. General. When an employee is demoted, his/her compensation shall be adjusted to the salary prescribed for the classification to which s/he is demoted, and the specific rate of pay within the range shall be determined by the City Manager. Where the demotion is not for disciplinary purposes, the City Council may provide for a rate of pay higher than the maximum step of the salary schedule for such classification.

- 12.6.2.2. Abolition of position. When an employee is demoted as a result of abolition of position, s/he shall be placed at the salary step in the lower classification which most closely approximates but does not exceed the employee's salary in the higher classification.
- 12.6.2.3. Voluntary demotions; demotions resulting from probationary rejections. When an employee takes a voluntary demotion to a position previously held or is reappointed to such a position as the result of a probationary rejection, the employee shall be placed at the same step in the lower classification which the employee last held. The employee's service time at such step shall be the same as the service time held previously at such step.
- 12.6.2.4. Disciplinary demotions. When an employee is demoted to a lower classification for disciplinary reasons, the specific rate of pay in the salary range of such classification to which the employee shall be entitled shall be determined by the City Manager.

12.7. Salary Plan, Pay Periods

- 12.7.1. Employees shall be paid bi-weekly.

12.8. Direct Deposit

- 12.8.1. All employees hired after February 28, 2001, shall be paid only via direct deposit into a bank account. Employees shall have thirty (30) days from the date of hire to submit appropriate information to the Finance Department for the processing of direct deposit pay.

13. Call Back Pay

- 13.1.1. Pay for employees who are called back to work from home shall commence when the employee reports for work at Police Department headquarters and shall terminate when the employee is released from work at headquarters.
- 13.1.2. Compensation for call back shall be earned at a minimum of three (3) hours and shall be compensated either in pay or compensatory time at the rate of one and one-half times the regular straight-time rate of pay of the employee. If an employee is called back to work within the three (3) hour minimum prior to his/her regularly scheduled shift, the employee will receive compensation only for the actual time worked and calculated to the nearest quarter hour.
- 13.1.3. If an employee is called to begin work at an earlier time other than his/her regularly scheduled shift, the following shall apply:
- 13.1.4. If the employee desires to be relieved from duty, they may do so only with the approval of the on-duty supervisor, subject to the staffing needs of the department. The employee shall have the option of using accumulated leave in lieu of completing his/her regularly scheduled shift; in such case the portion of work performed prior to his/her regularly scheduled shift shall be deemed to be overtime.

- 13.1.5. If the employee leaves work during his/her regularly scheduled shift due to sickness or disability s/he may use sick leave for the remainder of his/her regularly scheduled shift.

14. Overtime

- 14.1.1. 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. Overtime is calculated as being one and a half times employee’s regular hourly rate, unless otherwise specifically identified in the MOU. 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.
- 14.1.2. A “Compensatory Time Leave Bank” is established with a maximum accrual balance of one hundred and twenty (120) hours. Time in excess of the accrual maximum would automatically be paid as over-time and not allowed to build up in excess of the maximum level.
- 14.1.3. Employees may convert holiday time as it occurs to compensatory time leave in lieu of pay, but in no case exceed a total of one hundred and twenty (120) hours.
- 14.1.4. 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.

15. Acting Pay

- 15.1. Police Officers*, Public Safety Dispatcher I/II’s, and Police Clerk I/II’s of this unit who are assigned to an acting supervisor capacity shall receive an increase in pay of five (5) percent, retroactive to the start of the assignment, after completing the following:

Police Officers	Five (5) consecutive hours of duty
Public Safety Dispatcher I/II	Eight (8) consecutive hours of duty
Police Clerk I/II	Eight (8) consecutive hours of duty

- 15.2. *Police Officers assigned to Corporal assignment duty are not eligible for acting pay per this provision, as acting in this capacity is included in 5% Corporal Assignment duty.

16. Special Assignment Pay

- 16.1. The following Special Assignments shall receive a 5% increase in base salary beginning on the first day of the assignment and continuing until the last day of the assignment :
 Detective, Detective Trainee, K-9 Officer, Regional Task Force assignments, School

Resource Officer, Bayhill Business Officer, Motor Officer, and Support Services Officer. The maximum Special Assignment Pay an employee may obtain under this section is five percent (5%) total.

- 16.2. Employees in sworn police classifications assigned to work as K-9 officers shall receive an additional \$100 per month, for such special assignment. Officers are assigned as K-9 officers at the discretion of the Chief of Police. Employees may be returned to their original assignments at any time at the discretion of the Chief of Police and such return shall not be considered "punitive action" nor subject to any appeal. Employees in sworn police classifications assigned to work as K-9 officers shall be compensated for off-duty K-9 care as follows:
- 16.3. The City and the Association agree that the amount of off duty compensable working time attributable to all ordinary aspects of canine care (including without limitation, handling, caring, feeding, exercising, grooming, kennel cleaning, cleaning of City vehicles, and ordinary transport to a veterinarian) by employees assigned to K-9 duty is seven (7) hours per week. Both the City and the K-9 officers agree that this 5% differential and additional \$100 per month, is fair compensation for the duties of caring for the dog outside of work hours. This agreement is made pursuant Fair Labor Standards Act regulation 29 CFR § 785.23. If and when an employee assigned to K-9 duty performs any extraordinary work involving the animal, the employee shall report such work immediately to the Chief of Police in writing and in no event less than 24 hours after completing such work. "Extraordinary work" includes, but is not limited to, unanticipated trips for emergency veterinarian care and any work which causes a substantial increase in work time beyond the agreed-upon hours necessary for routine care as identified above.
- 16.4. Field Training Officer and Communications Training Officer will receive three hours additional pay at the time and one-half rate, for each full week or portion thereof that the trainer is providing training.
- 16.5. In-lieu of any existing practices of compensation, when a Police Clerk II is assigned as a Public Safety Dispatcher I/II for at least one full working day, such employee shall receive a five (5) percent increase to their base salary for those hours actually worked. Accordingly, effective upon ratification of this agreement, the City will eliminate the following from the Police Clerk II job description: "...in addition to the performance of dispatching job duties as specified for Public Safety Dispatcher I, on a relief basis" and "Performs duties associated with Public Safety Dispatcher I on a relief basis at a level of skill and ability to perform the dispatching function for an entire shift, as assigned."
- 16.6. Employees performing the following collateral duties shall receive a two percent (2%) Collateral Duty Premium when assigned by the Chief: Regional S.W.A.T. Team, Defensive Tactics Instructor, De-Escalation Instructor. Such assignment may be assigned and unassigned by the Police Chief at the sole discretion of the Chief and shall not be subject to the grievance procedure. The maximum Collateral Duty Premium Pay an employee may obtain under this section is two percent (2%) total.
- 16.7. Beginning the first pay period after the contract is executed, employees regularly assigned to work the "Night Shift" (i.e. any shift that includes the hours between 1900-0700) will receive a one percent (1%) pay differential. Beginning in January 2023, employees regularly assigned to work the "Night Shift" will receive an additional one

percent (1%) pay differential. Beginning in January 2024, employees regularly assigned to work the “Night Shift” 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 scheduled hours worked between 1900-0700. For purposes of this section, “regularly assigned” is defined as being scheduled to work as part of a member’s standard shift as part of a regular shift rotation (i.e. 6 months). Members not “regularly assigned” to the Night Shift will not be entitled to Night Shift Differential, even for hours worked between 1900-0700. At full authorized staffing levels, there are currently 12 such positions in the bargaining unit available for Night Shift Differential: eight (8) Police Officers; two (2) Police Corporals; and two (2) Public Safety Dispatchers I/II.

17. Special Circumstances Pay

- 17.1. An employee specifically assigned by a department head through use of the personnel action form process on a temporary or longer-term basis to regularly perform work outside of the scope of the employee’s permanent classification but not performing substantially the duties of another job classification may receive Special Circumstances/Special Recognition Pay at the exclusive discretion of the City Manager. The City Manager may assign a rate of pay between 3.5% and 10% depending on the nature of the circumstances and organizational need. The determination as to the rate of pay made by the City Manager shall be final and not subject to use of the Grievance Procedure.

18. Incentive Pay Programs

- 18.1. Historical footnote: *Section 18 Incentive Pay Programs* was previously titled “POST Incentive Pay” and applied only to sworn personnel.
- 18.2. Incentive pay is calculated on an individual employee’s base salary. The maximum incentive pay an employee may obtain under *Section 18 Incentive Pay Programs* is **8.5%**. *Subsections 18.3 POST Certification Pay* and *Section 18.4 Educational Incentive Pay – All Personnel* are **not** to be included together for purposes of determining the level of incentive pay. Employees may only receive either POST Certification Pay or Education Incentive Pay at any one time but may not receive both incentives simultaneously.
- 18.3. POST Certification Pay
- Four percent (4%) of employee’s base salary for possession of a POST Intermediate Certificate; OR
 - Eight and one-half percent (8.5%) of employee’s base salary for possession of a POST Intermediate and possession of a POST Advanced Certificate
- 18.4. Educational Incentive Pay – All Personnel
- Three percent (3%) for AA or AS degree
 - Six percent (6%) for BA or BS degree

18.5. Certification for Public Safety Dispatcher

18.5.1. The City acknowledges that POST has established Public Safety Dispatcher Certificates, professional certificates awarded in recognition of meeting specified education, training, and service requirements. POST has not mandated participation in the public safety dispatcher professional certificates program. In the event the State requires additional POST certification for the Public Safety Dispatcher classification, the parties agree to reopen this section of the MOU, only.

18.6. Fitness Incentive Pay Program

18.6.1. The City will provide a physical fitness incentive pay of \$50 per month (\$600 per year). Participation is strictly voluntary and requires participants to re-qualify annually. The program will be administered by the Chief of Police or designee.

18.7. Bi-lingual Incentive Pay Program

18.7.1. The City shall provide bilingual incentive pay in the amount of 2.5% of base pay to an employee who meets the criteria outlined in the City's Bilingual Program. These requirements include:

- Demonstrated proficiency in a language other than English (including American Sign Language), which is used within the community;
- Successfully meets and maintains the program requirements, including re-qualifying every two years.

18.8. CSO Assignment Pay

18.8.1. Effective the first full pay period following ratification of this agreement by the City Council, a 5% special assignment pay for a CSO position whose regular assignments include:

- Property/Evidence Officer
- Court Officer

19. Uniform Allowance

19.1. Uniform Allowances: It is understood that this uniform allowance is provided for the purposes of employee's compliance with departmental uniform requirements and that it is the responsibility of each employee to be in compliance with the departmental requirements at all times.

19.2. Effective July 1, 2012 sworn officers and non-sworn personnel of this unit shall receive an annual uniform allowance of nine hundred and fifty (\$950). Said uniform allowance shall be paid in a lump sum distribution no later than September 1 annually.

19.3. The City shall pay the employee's PERS contribution for uniform allowance.

20. Permanent Part-Time

- 20.1. Employees occupying permanent part-time positions shall work such hours and schedules as prescribed by the appointing authority.
- 20.2. Permanent part-time employees assigned to allocated positions shall be entitled to sick leave, industrial disability leave, and vacation leave, in proportion to the number of hours of the work week such employee bears to the number of hours of regular work week for employees occupying full-time positions.
- 20.3. Permanent part-time employees assigned to allocated positions shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the pay period which includes a holiday; e.g., if a permanent part-time employee works 50% of the full-time hours in a pay period, the employee shall be paid for one-half of each holiday falling within that pay period.
- 20.4. Permanent part-time employees assigned to allocated positions who are employed for more than 1040 hours and not less than six months in any 12-month period shall be eligible to participate in the Life Insurance Group Policy.
- 20.5. Permanent part-time employees shall be entitled to medical insurance in accordance with the provisions of *Section 34* of this Memorandum of Understanding.
- 20.6. All permanent part-time employees in this bargaining unit are included in the City's PERS retirement program for miscellaneous employees.
- 20.7. For purpose of this section, "permanent part-time" shall apply only to the following classifications: Police Officer, Public Safety Dispatcher I/II, and Police Clerk I/II.

21. Holidays

- 21.1. The City provides 116 hours of holiday pay. The following are designated as holidays:
 - New Year's Day
 - Martin Luther King, Jr.
 - Lincoln's Birthday
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Admission Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Day before Christmas Day
 - Christmas Day
 - Employee's Birthday
 - Good Friday (4 hours)

- 21.2. Unless a Holiday is taken as time off on the day it is observed, employees in this bargaining unit will be paid for the Holiday in the pay period which such Holiday occurs at a straight time rate unless otherwise provided for in this MOU. All Holidays listed above are eight (8) hour holidays except for Good Friday which is observed at four (4) hours.
- 21.3. Employees who perform work on Independence Day, Thanksgiving, Christmas, and New Year's Day shall earn holiday pay at the rate of one and one-half (1-1/2) times the hours worked. As used in this section, the term "perform work" means the scheduling date of the holiday, regardless if the working hours extend to the following date. For example, an employee assigned to work the day prior would not be entitled to the overlap hour(s) that extend into the particular holiday.

22. Vacation Leave

- 22.1. Vacation accrual and maximum accumulation for employees of this bargaining unit shall be as follows:

Years of Service	Hours of Bi-Weekly Accrual	Hours of Monthly Accrual	Maximum Accumulation
1-5	3.078	6.67	280
6-10	4.615	10.00	280
11	4.92	10.67	280
12	5.178	11.22	280
13	5.538	12.00	280
14	5.848	12.67	280
15	6.152	13.33	280
16-20	6.457	13.99	280
20-24	6.771	14.67	280
25+	7.08	15.34	280

- 22.2. Employees of this bargaining unit shall receive notice of their bi-weekly accrual upon completion of each pay period.
- 22.3. With written permission from the City Manager, employees in this bargaining unit may accumulate 40 hours more than the maximum annual accumulation stated above.
- 22.4. Employees who terminate employment shall be paid in a lump sum for all unused vacation leave in accordance with the provisions of this section upon or prior to the date of termination.
- 22.5. No additional vacation leave credit will be earned should an employee exceed their maximum accrual hours set forth above. Employees will be provided an opportunity to request consideration to exceed this level if they have documented plans for use of vacation leave with a reasonable time period subject to approval by the City Manager or upon recommendation of the Chief of Police if the department is not able to allow an employee to use vacation leave time.

23. Sick Leave

- 23.1. Purpose. Sick leave shall not be considered a privilege which an employee may use at their discretion, but shall be allowed in case of necessity and actual sickness or disability, except as provided in *Subsections 23.2.4 and Subsection 23.2.5*. In addition, sick leave may be used by an employee, subject to the limiting conditions outlined in *Section 24 Bereavement Leave*.
- 23.2. Rate and conditions of accrual and utilization of sick leave.
 - 23.2.1. For full-time employees, sick leave shall be accrued at the rate of eight (8) hours for each calendar month of service.
 - 23.2.2. There shall be no limitation on the amount of sick leave the employees of this bargaining unit may accumulate.
 - 23.2.3. Sick leave, vacation leave, holiday leave and seniority shall not accrue when the employee is on leave without pay.
 - 23.2.4. In the event sick leave is taken by an employee instead of a leave of absence for industrial disability granted by state law where there is a bona fide dispute between the City and the employee as to whether the disability is industrial, and such dispute is resolved in favor of the employee, any sick leave which was erroneously deducted from the employee's accumulated sick leave shall be restored to the employee.
 - 23.2.5. The procedure for use of sick leave for employees in this bargaining unit shall be governed by San Bruno Police Department General Order No. 77-51, Appendix 2, Section 2.38 as amended.
 - 23.2.6. Availability for notification. An employee who is absent on sick leave is expected to be available to answer telephone calls and receive visits by or from a supervisor in relation to work-related matters. No employee shall unreasonably refuse to answer a telephone call or receive a visit from a supervisory employee for such purpose.
 - 23.2.7. Suspension of sick leave. When, in the sole opinion of the City Council, a job action exists, it shall have the authority to suspend the use of sick leave benefits for the duration of the job action, retroactive to the beginning of such job action. As used herein, "job action" includes, but is not limited to, any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment, or to perform customary duties due to any labor dispute, or any concerted refusal to appear at any assigned workstation because of claimed or asserted sicknesses or disabilities.
 - 23.2.8. Medical certificate. When an employee returns after an absence on sick leave in excess of one workday, the department head may require him/her to submit a certificate signed by a licensed physician indicating with dates of illness and other information as allowed by state and federal law.
 - 23.2.9. If the employee has previously been counseled or warned in writing by a supervisor regarding abuse of sick leave, such certificate may be required by the department head after absence on sick leave for any amount of time. The City agrees to pay for the cost of

obtaining such certificate to the extent that the employee's health insurance coverage does not do so.

23.2.10. Prescription Medication Notice. When an employee has been absent on sick leave, upon his/her return s/he shall advise supervisor of any prescription medication the employee is taking which may affect their ability to perform their job duties and any treating doctor if applicable.

23.2.11. Termination of employment. Upon termination of employment with the City as a result of retirement, death, or abolition of position, the following amount of unused sick leave shall be paid on termination of employment.

- Employees who have completed twenty (20) or more years of City service as a full-time employee: fifty percent (50%) of unused sick leave, or six hundred (600) hours, whichever is less.
- Other employees: Fifty percent (50%) of unused sick leave, or four hundred eighty (480) hours, whichever is less.

23.2.12. Sick leave on holidays. If an employee in the bargaining unit is on sick leave during a holiday, that day shall be treated as sick leave taken.

23.2.13. Family Sick Leave. Sick leave may be applied to whenever an employee is compelled to be absent from duty because the employee's presence is needed to attend to for the health condition of a "family member" as defined by state and federal law., provided that such absence shall be limited to 50% of their annual accrual with the same provisions as other sick leave.

23.2.14. Conversion of Vacation Leave to Sick Leave. The City may have the option of allowing vacation or comp time leave to be changed to sick leave when (and if) the employee was actually sick during use of this time off. The City shall review the merits of each situation on a case-by-case basis and require documentation substantiating that the employee requesting such leave time change was actually ill or injured and required treatment. The intent of this language is to allow for an employee who scheduled time off but was actually ill to have that time converted to sick leave. The intent is not to allow someone who is suffering from travel related associated stomach upset, jet lag or similar affliction to convert vacation time to sick leave. Documentation (doctor's statement or personal affidavit) of the need for treatment is a necessary element for approval of such conversion.

24. Bereavement Leave

24.1. In the event of a death in the immediate family of an employee, as defined in *Section 7.4.5* the employee shall, upon written request, be granted such time off as is necessary to make arrangements for the funeral and attend same, not to exceed three regularly scheduled working days. This provision shall not apply if the death occurs while the employee is on leave of any kind other than vacation or compensatory time off. Only in the event that the funeral takes place at a location more than 150 miles away from the City of San Bruno, reasonable time off for travel will be allowed not to exceed one regularly scheduled working day.

- 24.2. For the purposes of this provision, the immediate family shall be restricted to father, mother, brother, sister, spouse, domestic partner, child, stepchild, foster child, mother-in-law, father-in-law, step-parent, grandparents, grandchildren, spouse's grandparents, aunt, uncle, nephew, niece, great-grandchild or great-grandparent.
- 24.3. At the request of the City, the employee shall furnish a death certificate and proof of relationship.
- 24.4. Bereavement leave applies only in instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for any other purpose such as settling the estate of the deceased.

25. Leave of Absence

- 25.1. The City Manager may grant a regular employee a leave of absence without pay or benefits not to exceed one year. Requests for such leave shall be in writing and approved by the City Manager in writing. The City Manager may terminate such leave of absence upon notice to return to duty prior to scheduled expiration of the leave if the City Manager determines that the circumstances justifying the leave do not exist, or if the needs of the City justify termination of the leave. Upon expiration of a regularly approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. "Reasonable time" shall be defined as ten (10) days unless an extension or need for an extension is identified and approved by the City Manager. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be cause for discharge.
- 25.2. An employee who has requested a leave of absence for medical reasons may be required to complete a fitness for duty evaluation to determine that the employee is capable of performing the duties of the job. The employee shall submit a medical certificate which indicates the employee's personal or treating physician is releasing them to return to duty. Any limitations or exceptions must be included in the medical certification. The City of San Bruno reserves the right, at its expense, to send the employee to a physician of its choice for further evaluation. The final determination as to whether the employee is fit for duty shall be made by the City Manager or designee.

26. Jury Duty Leave

- 26.1. Any employee who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between his/her full salary and any payment received by him/her, except travel pay, for such duty. The employee shall notify the department when noticed to serve as a trial juror of the time and place of such duty.
- 26.2. Where an employee is required to serve as a juror during his/her scheduled work shift, if s/he is relieved of his/her required presence as a juror prior to the end of such shift, s/he shall report to work and complete the shift.

27. Leave for Court Appearances

- 27.1. An employee who has been subpoenaed as a witness in his/her official capacity shall be paid:
- 27.2. His/her regular salary if s/he is required to appear as a witness while scheduled to be on duty, or
- 27.3. One and one-half (1 1/2) times his/her regular salary if the employee is required to appear as a witness while scheduled to be off duty.
- 27.4. On a scheduled work day compensation shall be earned at a minimum of four (4) hours at time and one-half, except when the beginning of the court appearance is scheduled within the three hour period immediately prior to duty. In such case, the employee shall receive three hours compensation at time and one-half.
- 27.5. Officers who complete their shift immediately prior to when they are scheduled to appear in court shall be entitled to the four hour minimum. For example, officers who are regularly scheduled to complete their shift at 0700 hours, who actually work in the morning prior to the court appearance and who appear in court prior to 1000 hours shall receive the four hour minimum. Supervisory personnel may require officers to remain on duty, but shall allow reasonable and sufficient time with pay for the officers to go home if necessary to have breakfast and prepare themselves for the appearance. If the court appearance continues after 1100 hours, all hours, or portions thereof pursuant to *Section 14.1.4* worked after that time shall be at the overtime rate, paid in addition to the four hour minimum.
- 27.6. On a non-scheduled work day, compensation shall be earned at a minimum of four (4) hours at time and one-half.
- 27.7. An employee who has been subpoenaed as a witness in his/her private capacity shall not be paid for the time s/he is not on duty, but may use compensatory time, vacation time, holiday time, or shift exchange.
- 27.8. Employees on a scheduled work shift who testify as a witness, shall report to work and complete their scheduled shift upon being released from testifying.
- 27.9. On a non-scheduled work day the City shall not pay for an employee's lunch period during Northern Judicial District court appearance; the lunch period is hereby defined to be one-half hour in length. This restriction shall not apply in the case of the four (4) hour minimum as defined above.
- 27.10. In regards to changes in shift assignments made necessary by court appearances, the City reserves the right to alter shift assignments when the officer is given 48 hours prior notice to the start of his/her assigned shift. If an officer is not given 48 hours notice s/he shall have the option to work his/her regularly assigned shift up to a maximum of 15 consecutive hours. The City reserves the right to require an officer to work longer than the 15-hour maximum if the needs of the department so require.

- 27.11. If a person who is scheduled to work swing shift is required to appear in court during hours s/he is scheduled to be off duty and s/he has not been notified to shift adjustment within the above 48-hour period, the following rules shall apply:
- 27.12. If the court appearance ends before noon, the employee shall next report to work for his/her regular scheduled shift and shall be entitled to overtime compensation otherwise due him/her in accordance with the provisions of this section.
- 27.13. If the court appearance ends after noon, employee may, at his/her option, report to police headquarters and continue working until s/he has completed 10 hours of work for that day. S/he shall then be off duty until his/her next scheduled shift the following day. S/he shall not be entitled to overtime compensation under these circumstances. The employee shall advise their supervisor as to whether the employee will elect to continue working on shift or not.
- 27.14. If the court appearance ends after noon, the employee may, upon the approval of the on-duty supervisor, continue to work until s/he has completed 15 hours work for that day. S/he shall be entitled to five (5) hours overtime compensation.
- 27.15. The City reserves the right to require employees to work in excess of 15 hours in a day if the department head determines that this is necessary to meet the operational needs of the department.

28. Military Leave

- 28.1. Military leave shall be provided for in accordance with state and federal law. Any organizational requirements should be contained in either the departmental or city administrative directive as developed by the City Manager.

29. Pregnancy Condition

- 29.1. Leave regarding pregnancy, birth, and/or adoption shall be governed by applicable state and federal law, as presently worded or subsequently amended.
- 29.2. Sick leave as provided for by the City for employee use when medically required. Doctor's certification required.
- 29.3. Vacation leave when used in accordance with existing use provisions.
- 29.4. Compensatory Time Off or administrative leave available to the employee in accordance with existing use provisions.
- 29.5. In addition, the City shall provide leave time and/or benefits in accordance with the provisions of current and/or future California State law and federal law governing the birth or adoption of a child, parental leave rights and/or an individual employee's medical condition. The details and procedures outlining the City's compliance with these state and federal policies shall be outlined in city administrative directive as developed by the City Manager.

30. Industrial Disability Leave

- 30.1. Sworn personnel. Industrial disability leave for Police Officers shall be governed by Section 4850 of the Labor Code as presently constituted or subsequently amended.
- 30.2. Non-sworn Personnel. Any regular employee of the City who has suffered any disability arising out of and in the course of employment, as defined by the workers' compensation laws of the State of California, may be entitled to disability leave while disabled without loss of compensation for the period of such disability to a maximum of 60 days. Such disability with pay may be extended by the City Manager not to exceed one year. The City Manager may call for medical examinations as frequently as would be reasonably necessary, given the nature and extent of the injury and the degree of change of condition within a given period of time, but shall not schedule examinations so frequently as to constitute harassment of the employee. The City may terminate industrial disability leave if a disability retirement is initiated.

31. State Disability Insurance as an Employee Paid Benefit

- 31.1. To the extent permitted by the State of California, the City agrees, as a 'fully employee paid' benefit and handled as an authorized employee payroll deduction, to enroll qualified employees subject to this Memorandum of Understanding into the State Disability Insurance (SDI) program if agreed to by members of the bargaining unit as a group.
- 31.2. The City shall facilitate coordination of benefits with regard to the use of authorized sick leave accruals used by an employee during such period(s) of time when such employee is drawing SDI insurance benefits relating to paragraph (a).
- 31.3. In no event shall an employee, during absence from work for an illness or disability where SDI benefits are paid, earn an amount of compensation greater than the straight-time wages regularly payable if the employee had actually worked.

32. Catastrophic Leave

- 32.1. The City shall provide for a Catastrophic Leave Program as outlined in city administrative directive as developed by the City Manager. The City agrees to meet and confer with the Union as to any changes in this administrative procedure.

33. Provision of Long-Term Disability Insurance

- 33.1. The City agrees to include personnel in this bargaining unit in a City-wide Long-Term Disability (LTD) insurance program at the City's expense.

34. Health and Welfare

- 34.1. 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.

- 34.2. The City shall pay 75% and employee pays 25% of the health and welfare benefit premium increase over the prior plan year based on the cost of the plan options which they have selected.
- 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.
- 34.3. Retiree Health Coverage
- 34.3.1. Employees in this unit participate in Retiree Plus Health Coverage established January 1, 2021. For terms of this contract, the City shall pay 75% and employee shall pay 25% of Retiree Plus Health Coverage premium.
- 34.3.2. 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.
- 34.3.3. Eligibility for Retiree Plus Coverage: If you retire from employment with an employer who is making contributions for retiree 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.
- 34.4. Plan Restructure
- 34.4.1. The Plan year shall move to a calendar year cycle. Future year increases will be effective January 1.
- 34.4.2. There will be no retroactive payment of benefit premium cost increase before March 1, 2014.
- 34.5. "Opt out"
- 34.5.1. Employees who demonstrate possession of comparable health coverage may elect to opt out of the City health benefit.
- 34.5.1.1. 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
- 34.5.1.2. 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

- 34.6. The Trust shall offer a “10/20” drug prescription option, which may be utilized at employees choice only

35. Flexible Benefits Program

- 35.1. City agrees to make available an IRS Section 125 Flexible Benefits Program consistent with applicable IRS provisions. Such a program may have an employee cost to participate.

36. Life Insurance

- 36.1. The City shall provide, at its expense, a term life insurance group policy for Teamster Local 856 members covered under this agreement, in an amount equal to the employee’s annual base salary as stated in Appendix “A” of this Memorandum of Understanding. Income tax consequences, in conformance with IRS regulations, will be the responsibility of the employee. All employees earning under \$50,000, will have a life insurance benefit of \$50,000.
- 36.2. Said employees shall be entitled to purchase, at their own expense, additional term life insurance to the extent permitted by the policy carrier under such terms and conditions as are customarily imposed by such carrier in its normal course of business.

37. Retirement and Retirement Related Benefits

- 37.1. PERS Membership

37.1.1. Safety Retirement

- 37.1.1.1. "Classic" employees in sworn public safety classifications shall continue to be covered by the PERS three percent (3%) @ 50 retirement benefit option. Employees shall continue to contribute 9% of pensionable compensation.
- 37.1.1.2. The retirement contract in effect on December 1, 1984, between the City of San Bruno and the Public Employees Retirement System (PERS) on behalf of eligible employees of this unit shall be continued during the term of this Memorandum of Understanding. Final compensation for purposes of calculating retirement benefits shall be based upon the “highest year” method under the Public Employees Retirement System (PERS).
- 37.1.1.3. ‘Credit for Unused Sick Leave’ is an additional retirement benefit option that is available for sworn public safety members of the bargaining unit under the California Public Employees Retirement System (CalPERS). The Credit for Unused Sick Leave’ benefit is mandated by CalPERS for all risk pooled plans, and this benefit will continue to be offered as long as the City continues to be required by CalPERS to stay in the risk pool. At retirement, an employee must notify the City as to how they wish to apply their accrued, but unused sick leave

balance: as cash (as specified in Sec 18.11(b)(11)); or as PERS sick leave credit; or a combination of these options.

- 37.1.1.4. For employees hired on or after January 1, 2013, their retirement shall be as provided by the California Public Employees' Retirement Pension Reform Act of 2013 (PEPRA) and AB340 and AB197). PEPRA members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by CalPERS, and expressed as a percentage of payroll.

37.1.2. Miscellaneous Retirement

- 37.1.2.1. Employees in other classifications set forth in Exhibit "A" shall continue to be covered by the PERS Miscellaneous 2.7% @ 55 retirement benefit option.
- 37.1.2.2. Effective the first pay period after 7/1/05 the City will resume liability for the total agency contribution.
- 37.1.2.3. The retirement contract in effect on December 1, 1984, between the City of San Bruno and the Public Employees Retirement System (PERS) on behalf of eligible employees of this unit shall be continued during the term of this Memorandum of Understanding. Final compensation for purposes of calculating retirement benefits shall be based upon the "highest year" method under the Public Employees Retirement System (PERS).
- 37.1.2.4. For employees hired on or after January 1, 2013, their retirement shall be as provided by the California Public Employees' Retirement Pension Reform Act of 2013 (PEPRA) and AB340 and AB197. PEPRA members shall pay member contributions pursuant to Government Code Section 7522.30, which shall be at least 50% of normal cost as determined annually by CalPERS, and expressed as a percentage of payroll.

37.2. Deferred Compensation

- 37.2.1. Consistent with the provisions of Resolution No. 1984-48 Authorizing and Approving a Deferred Compensation Plan for Participating Employees and Replacement of Resolution No. 1983-42, the City shall permit employees of the bargaining unit, to the extent permitted by law, to voluntarily participate in one of the City's designated deferred compensation programs.
- 37.2.2. The City agrees to make available at least two (2) different deferred compensation providers at the City's discretion. No mandatory City contributions to such plans or administrative expense shall be required of the City. Costs charged to an employee's individual deferred compensation account by the plan provider shall not be deemed to be an administrative cost of the City.
- 37.2.3. The City agrees to meet and confer with the union, at their request, should the Internal Revenue Code be amended so as to adversely impact the intended purpose of the of the adopted deferred compensation program. However, it is understood that the City must adhere to all Internal Revenue Code provisions and regulations applicable to a deferred compensation program.

37.2.4. The City shall continue to offer deferred compensation plans. No mandatory City contributions to such plans or administrative expense shall be required of the City in addition to the contributions made or administrative expense incurred by the City as of February 28, 1985. Costs charged to an employee's individual deferred compensation account by the carrier shall not be deemed to be an administrative cost of the City.

37.3. 1959 Survivor's Benefits and Long Term Disability

37.3.1. The City shall continue in effect as an employer paid employee benefit the current PERS retirement plan option relating to 1959 Survivor's Benefits [Level II and then changed to Level IV as outlined below] and the Long-Term Disability program described in Resolution No. 1980-85 Adopting and Approving a Long-Term Disability Program.

37.4. Change in 1959 Survivor's Benefit Level

37.4.1. The City provides Level IV 1959 Survivor's Benefits for local safety members. It is understood that there is an increased cost to both the employer (agency) and member (employee) rate. The association has agreed that all employees in the bargaining unit shall be responsible, through payroll deduction, for paying both the appropriate member (employee) rate for this program and any employer contribution which exceeds \$2.50 per month. As of this date, current employee cost is projected to be \$2.00 per month and current employer cost is projected to be \$8.50 per month resulting in an individual employee payroll deduction of \$8.00 per month. These costs may change by implementation date and the then current costs shall be used to determine the accurate employee payroll deduction amount. Please note that the City also provides a Long-Term Disability (LTD) program.

38. Tuition Reimbursement Program

38.1. The provisions of this section shall apply to all positions in the unit:

The City will pay the costs of books and tuition at accredited public institution equivalent to the San Francisco State University tuition rate. If the course is at a private institution, the approval of the City Manager is required, and the City reserves the right to reimburse only a portion of the tuition. The institution may be located in any one of the nine Bay Area counties. For all employees hired into the unit after the date of ratification of a past amended contract (effective date March 13, 2018), the maximum tuition reimbursement shall be equivalent to the SFSU (San Francisco State University) tuition for the appropriate program level (undergraduate or graduate) for part time (six units or less per semester) enrollment, and shall not be reimbursed through the City's other reimbursement programs.

38.1.1. The courses of instruction taken by the employee must be job related and the employee must have obtained the prior approval of the department head and the City Manager, if appropriate, prior to taking the course in order to be entitled to reimbursement.

38.1.2. The employee must receive a passing grade in order to receive reimbursement.

38.1.3. Reimbursement will be made upon submission to the City of written evidence that the employee obtained a passing grade in the approved course.

39. Discipline

- 39.1. The City may discharge, suspend, demote, reduce salary, or otherwise discipline any employee for cause including, but not limited to, dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with or violation of the City's reasonable rules regarding safety conduct and operations. Any employee who has been subject to such discipline shall be furnished the reasons for such action in writing with a copy of such letter furnished to the Union.
- 39.2. Letters of Reprimand Not Subject to Grievance Procedure
 - 39.2.1. Notwithstanding any other provision of this MOU, a Letter of Reprimand issued by the City to any employee shall be handled only in accordance with the provisions of this section, and shall not be subject to the grievance procedure as provided in *Section 41*.
 - 39.2.2. The employee shall have thirty (30) days within which to file a written response. Such written response shall be attached to, and shall accompany the Letter of Reprimand.
 - 39.2.3. An employee may request that a Letter of Reprimand be purged from his/her work record after the specific duration set forth in the Letter of Reprimand, or after a period of twenty-four (24) months if no time period is specified in the letter, or as required by law. Such removal is subject to the approval of the Department Head.
 - 39.2.4. Within ten (10) calendar days after receipt of a Letter of Reprimand, the employee may, in writing, appeal such to the City Manager for administrative review. The City Manager shall, after affording the employee the opportunity to personally meet with him or her, consider the basis for issuance and such written and/or oral objections presented by the employee. Thereafter, the City Manager shall either affirm, rescind, otherwise modify the disciplinary action.
 - 39.2.5. In the event a Letter of Reprimand issued subject to this section is subsequently used to evidence that progressive disciplinary action has been considered in determining the extent of a more severe disciplinary action, such letter(s) with any employee response attached thereto as provided in *Section 39.2.2* shall be submitted on appeal to the reviewing authority for such consideration as the reviewing authority deems appropriate.
- 39.3. Pre-disciplinary Hearings
 - 39.3.1. No regular employee shall be demoted, suspended, or discharged for a disciplinary purpose except in accordance with the provisions of this section; provided, however, that this section shall not apply to suspensions of less than 40 hours.
 - 39.3.2. Whenever the City Manager proposes to demote, suspend, or discharge a regular employee in a case in which this section is applicable, the City Manager shall conduct an informal hearing at which the employee shall have the right to respond to the charges. The City Manager shall provide the employee with written notice of the hearing not less than five days prior thereto.
 - 39.3.3. The notice shall state the nature of the proposed disciplinary action and the reasons therefore. The notice shall also include a copy of the charges and materials upon which the proposed action is based.

- 39.3.4. At the hearing, the employee shall have the right to present an oral or written response to the proposed action. Thereafter, the City Manager shall determine, based upon such response and the materials upon which the proposed action was based, whether to impose the action initially imposed, lesser action, or to take no action. The City Manager shall promptly notify the employee in writing of such decision.
- 39.3.5. If, prior to the hearing, the employee presents to the City Manager a written request that the City Manager disqualify himself/herself from conducting the hearing due to bias or prejudice, the City Manager shall assign a designee having no supervisory control over the employee to conduct the hearing. At the conclusion of the hearing, the hearing officer shall recommend to the City Manager the disciplinary action to be taken, if any, and the City Manager shall make a determination and promptly notify the employee in writing of such decision.

40. Suspension

40.1. Suspensions Without Pay

- 40.1.1. An employee in a classification of employment set forth in Appendices “A” hereto may be suspended without pay for a disciplinary purpose.
- 40.1.2. A department head shall have the power to suspend a subordinate employee without pay for not more than 40 hours. The department head shall immediately notify the City Manager of the suspension in writing. The City Manager shall have the power to rescind, extend, or reduce the suspension.
- 40.1.3. The City Manager shall have the power to suspend a subordinate employee for an amount of time the City Manager deems appropriate.
- 40.1.4. It is the intent of this section to allocate to the department head the power to impose minor suspensions without the approval of the City Manager, but with immediate notice to him/her, to enable the department head to take immediate action to remedy employee misconduct which may pose an immediate threat to the health, safety, or welfare of other employees or to the public at large.

40.2. Administrative Leave with Pay

- 40.2.1. An immediate supervisor, a department head, or the City Manager shall have the power to suspend a subordinate employee with pay pending investigation of a matter in which the employee may be involved which may lead to disciplinary action against the employee, or pending consideration of possible disciplinary action against the employee, or where the employee’s continued presence would, in the judgment of the supervisor, department head, or City Manager, jeopardize the employee’s health or safety or that of others. An immediate supervisor making such suspension shall immediately notify the department head, who shall immediately notify the City Manager in writing. The department head or the City Manager may terminate such suspension. A department head making such suspension shall immediately notify the City Manager in writing. The City Manager shall have the power to rescind, extend, or reduce an administrative leave with pay.

41. Grievance Procedure

- 41.1. Definition. A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding during its term, or any provision of the Personnel Rules, or written rules of the Police Department. All ordinances, resolutions, rules and regulations, the subject of which is not specifically covered by this Memorandum of Understanding, the Personnel Rules, or the Police Department rules, are excluded from the grievance procedure, and are not covered by the procedures set forth in this section.
- 41.2. Initial presentation. The initial (first level) presentation of a grievance shall be to the immediate supervisor of the employee claiming to have a grievance. The grievance may be either oral or in writing. If made in writing, the grievance shall comply with the requirement of *Subsection 41.3* for a formally presented grievance.
- 41.3. Formal presentation. The formal presentation of a grievance shall be written and shall state which provision of this Memorandum of Understanding, Personnel Rules, or Police Department rule has been misapplied to the detriment of the grievant and shall indicate the redress sought. The grievance shall be signed by the individual or Union presenting the grievance. In the event that more than one individual is alleged to be aggrieved, the grievance may be signed by a duly authorized representative of the Union, in which case the grievance shall indicate the names of the persons on whose behalf it is filed. In the event the person to whom the grievance is presented determines that the grievance is defective on its face, s/he shall reply in writing to the filer within twelve days after receiving the grievance, indicating in writing the specific defects. The reply shall specify that the grievant has twelve days to correct the defects or the grievance shall be deemed to be withdrawn. If the grievance is not corrected within said 12-day period, it shall be deemed to have been withdrawn. This subsection is intended to avoid unnecessary grievances. The failure of an individual to file a grievance in a particular situation does not of itself establish a past practice.
- 41.4. Department Head. A grievance which is not settled at the first level may, within twelve days of the decision of the supervisor, be appealed in writing to the department head. If so appealed, the grievance, unless previously formally presented, shall be presented as provided in *Subsection 41.3*. The department head shall render his/her decision and comments in writing and return them to the employee within twelve days after receipt of the formal grievance.
- 41.5. Power of immediate supervisors and department heads in resolving grievances. In the resolution or decision of a grievance, no immediate supervisor or department head shall modify any procedure or rule within the department unless and until s/he shall have received the written approval of the City Manager. However, the immediate supervisor and department head may interpret and apply existing procedures or rules.
- 41.6. City Manager. A grievance which is not settled at the department head level may be appealed in writing to the City Manager within 12 days of the decision of the department head. Within 12 days after receipt of the appeal, the City Manager shall set a date, which is not more than 12 days from the date of receipt of the appeal, to meet with the grievant and with other appropriate persons to attempt to resolve the grievance. If a solution is not agreed upon, the City Manager shall render a decision within 12 days of the meeting.

- 41.7. Time limits. Grievance shall be filed within 15 days of the incident or occurrence about which the employee claims to have a grievance, except that a grievance may be filed within 30 days of such incident or occurrence if the employee can show that within 15 days of the occurrence s/he did not have actual knowledge of the occurrence or had no reason to know of it.
- 41.8. Representation. The grievant shall have the right at all steps of the grievance procedure to be represented by a person or organization of his/her own choosing; provided, however, that if the grievant is not represented by the Union, s/he shall present to the City a written waiver of his/her right to be represented by the Union and shall hold the Union harmless from any liability to him/her arising from the lack of Union representation.
- 41.9. Effect of a grievance. The making or filing of a grievance shall not prevent the City or any authorized employee of the City from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be part of the subject matter of the grievance. The fact that any employee, including a probationary employee, has filed a grievance or has authorized the Union to file a grievance shall not be taken into account in any evaluation of his/her work performance. The failure of an individual to file a grievance in a particular situation does not of itself establish a past practice.
- 41.10. Disciplinary matters. In the event an employee feels that a discharge, suspension, or demotion is unjust, the employee shall have the right to appeal the case through the grievance procedure by filing a grievance through the City Manager within 12 days from the date the employee was notified of the action.
- 41.11. Untimely appeals shall not be entertained under the grievance procedure; provided, however, that the City Manager in his/her sole discretion may allow the filing of an appeal of a disciplinary action within 30 days from the date the employee was notified of the action if the City Manager determines that the failure of the employee or his/her representative to file the appeal within the normal 12-day period was the result of excusable neglect or inadvertence.
- 41.12. Upon the timely filing of a grievance, the provisions of *Subsections 41.22 through 41.26*, inclusive, shall apply. The discharge of probationary employees shall not be subject to the grievance procedure.
- 41.13. Decisions of arbitrators and adjustment boards on matters properly before them shall be final and binding on the parties hereto, except as provided in this paragraph. The arbitrator and adjustment boards shall only have the power to reduce the discipline imposed if it is determined that the degree of discipline imposed was arbitrarily excessive. Such decision shall not be deemed to have been arbitrarily excessive unless the arbitrator shall have evaluated and made specific findings regarding the following:
- The employee's work record and performance evaluations;
 - The employee's prior disciplinary record;
 - The seriousness of the conduct for which discipline was imposed;
 - The impact of such conduct upon police operations;
 - The frequency of occurrence of such conduct;
 - The effect of such conduct upon community safety and the safety of fellow officers;

- In the case of discharge, the effect of the employee's continued employment on community safety, safety of fellow officers, and the integrity of delivery of police services;
 - In the case of discharge, the effect of the recurrence of such conduct on police department morale;
 - The likelihood of recurrence of such conduct;
 - The existence of mitigating factors related to the conduct, which shall be specified.
- 41.14. In making such evaluation and findings, arbitrator shall be guided by prior arbitration decisions, prior court decisions, and the history of prior discipline within the police department.
- 41.15. The decision of the adjustment board or arbitrator is final.
- 41.16. In the event the adjustment board or arbitrator has evaluated the above criteria and has rendered an award with a different level of discipline than that initially imposed by the City, it shall be concluded that the adjustment board or arbitrator has found that the initial discipline was arbitrarily excessive.
- 41.17. Days. The time limits provided herein refer to calendar days.
- 41.18. Waiver of time limits. The time limits provided herein may be waived by the mutual consent of the parties.
- 41.19. Determination of arbitrator or adjustment board. A grievance which is not settled by the City Manager may be appealed in writing for final determination. The written notice of appeal must be filed with the City Manager within 12 days of the date of his/her written decision.
- 41.20. If the grievance is of a disciplinary action consisting of a suspension of less than 30 days (the words " , a reprimand," deleted on 4/1/87) or another action where there is no discharge, demotion, or reduction in pay, the grievance shall be submitted to an adjustment board comprised of two employee representatives and two representatives of the City. No decision of the adjustment board shall be final and binding without receiving the affirmative votes of at least three members. The parties may mutually agree to submit other types of grievances to the adjustment board.
- 41.21. If the grievance is of a disciplinary action consisting of a discharge, a suspension of 30 days or more, a demotion, or a reduction in pay, or a dispute which involves the interpretation or application of any provision of this Memorandum of Understanding, any provision of the Personnel Rules, or written rules of the Police Department, or a dispute which has been submitted to an adjustment board and the board has been unable to arrive at a majority decision, the grievance shall be submitted to an arbitrator.
- 41.22. Selection of arbitrator or adjustment board. Within 12 days after the filing of the appeal, the City Manager or Human Resources Director and the grievant shall meet or otherwise communicate to select an adjustment board or mutually acceptable arbitrator, as the case may be, who agree to serve. Where the matter is to go to arbitration, if the parties cannot agree, a list of five arbitrators will be obtained from the California State Conciliation Service, American Arbitration Association, or some other source mutually agreed upon.

If the parties cannot agree on one of the names on the list, each party (beginning by lot) shall alternately strike one name from the list until one name remains, who shall be the arbitrator if s/he agrees to serve. If s/he will not serve, the process shall be repeated until an arbitrator is found.

- 41.23. Decision. The decision of the arbitrator shall be in writing and shall set forth the findings of fact and conclusions on the issues. It shall be submitted to the City Manager and the grievant and shall be final and binding upon the parties.
- 41.24. Changes in Memorandum of Understanding not arbitrable. Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable, and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any subject matter arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any adjustment board nor arbitrator shall have the power to modify this Memorandum of Understanding or written agreements or addenda supplementary thereto, or to establish any new terms and conditions of employment.
- 41.25. Limitation. No adjustment board or arbitrator shall entertain, hear, decide, or make recommendations on any dispute unless such dispute falls within the definition of a grievance, as set forth in *Subsection 41.1* above.
- 41.26. Costs. The fees of the arbitrator (including any per diem expenses, travel and subsistence expenses), the cost of any hearing room, and the cost of preparing the transcript of the hearing, if any, for the arbitrator shall be borne one-half by the City and one-half by the grievant. All other costs and expenses shall be borne by the party incurring them.
- 41.27. Exclusiveness of remedy. The grievance procedure shall be the exclusive remedy for matters which are grievable thereunder.
- 41.28. All grievances involving or concerning the payment of compensation shall be initially filed in writing with the Chief of Police. In such cases no adjustment shall be retroactive for more than 30 days from the date upon which the grievance was filed.

42. Leaving Work for Personal Business

- 42.1. Employees shall not be permitted to leave work for the conduct of personal business or non-emergency doctor and dental appointments.
- 42.2. Employees may request from their supervisor a rescheduling of work to allow them to go to doctor and dental appointments without loss of accrued leave.
- 42.3. If there is a rescheduling, the employee must still work a full shift. The operational needs of the department shall be the criterion from which rescheduling decisions are made.

43. Safety Equipment

- 43.1. In recognition of Labor Code Section 6401 and Government Code Section 5008.1, the City will furnish to full-time personnel designated as peace officers as defined by Penal

Code Section 830.1 (1981 Statutes) the following identified items constituting safety equipment:

- Duty Firearm (1)
- Firearm Holster (1)
- Equipment Belt (1)
- Sufficient Rounds of Ammunition and Holder (1)
- Baton and Baton Holder (1)
- Rain Coat and Rain Pants (1)
- Chemical Agent and Chemical Agent Holder (1)
- Knife (1)
- Handcuffs and Holder (1)
- Flashlight (1)
- Whistle (1)
- Rainboots (1 Pair)
- Black Rain Cap (1)
- Ballistic Vest (1)
- Service Emblems According to Department Policy (1)
- Field Utility Uniform (1)
- Riot Helmet (1)
- Patrol Boots (1 Pair)
- Bicycle Shirt (1)
- Bicycle Shorts (One Pair)
- Quick Code (Penal and Vehicle Code) (1)
- Taser with Holster (1)
- Taser Cartridges
- Taser Cartridge Holster
- Biochemical Bag (1)

- *Motorcycle Personnel only*
- Leather Jacket (1)
- Breeches (1)
- Leather Boots (1 Pair)
- Safety Glasses (1 Pair)
- Leather Gloves (1 Pair)
- Motorcycle Helmet

43.2. Prior to purchasing the above mentioned equipment, the City will meet and confer with the Union to consider recommendations from the Union on quality and brand of such equipment.

43.3. Such Safety equipment shall remain the property of the City and shall be subject to such City-adopted specification and operating procedures as deemed necessary by the City.

43.4. The wearing of ballistic vests is required as outlined in the Police Department Policy Manual and the City shall not be responsible for the death or injury attributable to the failure of wearing such vests except as is presently provided by workers compensation law.

44. Loss of Driver's License

- 44.1. An employee whose driver's license is suspended or revoked for a period of six (6) months or less so as to prevent him/her from lawfully operating a vehicle during the course of his/her duties, where operating a vehicle is part of the regular course of employment, shall be suspended without pay or benefits for that period. If the loss of such driver's license is attributable to the use of alcohol or drugs, the employee shall agree to and shall faithfully participate in a counseling and rehabilitation program agreed to by the City to correct the problem, if requested to do so by the City Manager. Failure to agree and to faithfully participate in such a program shall constitute a cause for dismissal.
- 44.2. Any suspension or revocation of the driver's license of an employee for a period of more than six (6) months which prevents him/her from lawfully operating a vehicle during the course of his duties, where operating a vehicle is a part of the regular course of employment, or any failure of an employee to notify the City of any suspension or revocation of his/her driver's license, regardless of duration, shall constitute a cause for dismissal.
- 44.3. If an employee does not have a valid driver's license for reasons other than suspension or revocation of such license, the City may direct the employee to acquire his/her license within the next working day of the Department of Motor Vehicles. All time missed from work shall be deducted from accumulated vacation, holiday, or compensatory time. If the employee does not acquire his/her license within the required time, s/he shall be treated as if his/her license had been suspended or revoked for a period of six months or less.

45. Disaster Responsibility

- 45.1. When a significant disaster, as defined by the Police Chief or City Manager, occurs in San Bruno, employees in classifications set forth in Appendix "A" of this Memorandum of Understanding shall report to the San Bruno Police station for duty upon notification; provided, however, where a natural or man-made disaster is of such magnitude that a reasonable person would think to respond, no notification is necessary.

46. No Strike

- 46.1. Participation in any job action, as defined in *Subsection 23.2.7* of this Memorandum of Understanding, by an employee pertaining to his/her employment with the City of San Bruno shall constitute an automatic resignation from the position, which position shall be deemed for all purposes to be vacant.

47. Patronizing Businesses Subject to Job Actions

- 47.1. The City will make reasonable efforts to avoid obtaining materials, supplies, and equipment from businesses within the City that are the subject of a job action if there are reasonable alternative sources within the cities of Millbrae, San Bruno, or South San Francisco. This will not apply to materials, supplies, or equipment which the City is

legally required to obtain from a particular source due to competitive bidding requirements or other contractual obligations. In the event that such items are to be picked up at a place of business which is the subject of such a job action, the City shall refrain from the use of bargaining unit employees to obtain them if other alternatives are reasonably available. In times of emergency, this paragraph will not be applicable. For purposes of this paragraph, "emergency" is defined as an immediate threat to life and property. The Union shall be notified when the "emergency" exception is to be invoked.

48. Attendance

- 48.1. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the Personnel Ordinance, Rules and Regulations, and this Memorandum of Understanding. Notice shall consist of a letter by registered or certified mail delivered to the last-known address of the employee.

49. Past Practices and Existing Memorandum of Understanding

- 49.1. Continuance of working conditions and practices not specifically provided herein or authorized by ordinance or resolution of the City Council shall not be guaranteed by this Memorandum of Understanding.
- 49.2. Specific provisions of this Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between City and the Union, Personnel Rules, Regulations, and Ordinances on the same subject.

50. Negotiable Benefits

- 50.1. The inclusion of certain benefits in this Memorandum of Understanding shall not preclude the City and the Union from meeting and conferring and agreement upon other or substituted benefits in subsequent Memoranda of Understanding.

51. Severability of Provisions

- 51.1. Should any section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provisions shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.
- 51.2. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for the provisions rendered or declared illegal.

52. Lunch Break and Rest Periods and Shift Schedule Changes

- 52.1. Police Clerk I/II's shall be entitled to one (1) fifteen (15) minute rest period in the first half of a shift and a one (1) fifteen (15) minute rest period in the second half of a shift. In addition, Police Clerk I/II's shall be entitled a thirty (30) minute, non-paid, uninterrupted lunch period near the middle of their shift. In case of an emergency, as determined by the department, a Police Clerk I/II may be called back to work. In such case the lost lunch time will be provided later in the shift or overtime if the lost lunch time cannot be provided during the shift. If a Police Clerk I/II leaves the premises for lunch, 15 minutes total travel shall be added to the 30-minute lunch break. Note: Reference to Police Secretary removed.
- 52.2. Public Safety Dispatcher I/II's shall be entitled to one (1) fifteen (15) minute rest period in the first half of a shift and a one (1) fifteen (15) minute rest period in the second half of a shift. In addition, Public Safety Dispatcher I/II's shall be entitled to a thirty (30) minute, paid lunch period on the premises, near the middle of their shift, subject to immediate response and subject to working a 10 hour shift including the lunch period.
- 52.3. The Police Department's General Orders will be updated to reflect that the shift schedule change will occur in the months of March and September.

53. Resolution of Impasses

- 53.1. In the event that 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 No. 1970-20, as amended, and if that procedure does not resolve the dispute, the parties shall proceed to advisory fact-finding, the result of which shall be kept confidential. If the parties are unable to reach an 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 law; provided, that the Union, its officers, and representatives shall not prevent any City employee from reporting to work.

54. Term


- 54.1. This Memorandum of Understanding, entered into on the, shall remain in effect for those employees employed in the classifications set forth in Appendices "A" and "A-1" for the period from January 1, 2022 through 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.
- 54.2. 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 2022-33.

For the City of San Bruno

*For the San Bruno Police Bargaining Unit,
Represented by the Professional and Vocational
Employees Division of Teamsters Local 856, IBT*

Jovan D. Grogan, City Manager

Peter Finn, Secretary/Treasurer/Principal Officer,
Teamsters 856



Date 3/22/23

Date 3/16/23

56. [Appendix A: Salary Schedule](#)

Effective first full pay period following January 1, 2022

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	8,561	9,010	9,483	9,981	10,505
Police Corporal	9,203	9,686	10,195	10,730	11,293
Public Safety Dispatcher I	6,695	7,047	7,417	7,806	8,216
Public Safety Dispatcher II	7,363	7,750	8,157	8,585	9,036
Police Clerk I	5,133	5,403	5,687	5,986	6,300
Police Clerk II	5,648	5,944	6,256	6,584	6,930
Community Services Officer	4,782	5,033	5,297	5,575	5,868
Code Enforcement Officer I	6,401	6,737	7,091	7,463	7,855
Code Enforcement Officer II	7,041	7,411	7,800	8,209	8,640
Senior Code Enforcement Officer	7,924	8,340	8,778	9,239	9,724

**SIDE LETTER AGREEMENT
BETWEEN
CITY OF SAN BRUNO AND
TEAMSTERS LOCAL 856, IBT (POLICE UNIT)**

Initial Police Corporal Classification Appointments

WHEREAS the City of San Bruno (City) and Teamsters Local 856, IBT (Police) are parties to a Memorandum of Understanding effective January 1, 2022 and expiring December 31, 2025 (MOU) for employees in the Police bargaining unit;

WHEREAS pursuant to the terms of the MOU, the Parties agreed to establish a Police Corporal job classification that is included in the list of classifications represented by the Police bargaining unit with base wages equal to seven and one-half percent (7.5%) above the base pay of a Step 5 Police Officer;

WHEREAS prior to the adoption of the MOU, four (4) employees in the Police Officer job classification were designated as Corporals; a special assignment receiving a five percent (5%) special assignment premium;

WHEREAS the four (4) employees in the Police Officer job classification were previously selected by the Chief of Police to serve in the Corporal special assignment, performed the duties and responsibilities of the Police Corporal job classification, and satisfy the requirements for promotion to the newly established Police Corporal job classification;

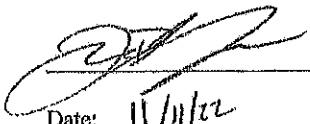
WHEREAS the Parties have met and conferred in good faith and agreed that the four (4) employees previously serving in the Corporal special assignment will be promoted to the Police Corporal job classification.

NOW THEREFORE, the City and Teamsters Local 856 agree that the following individuals are promoted to the Police Corporal job classification:

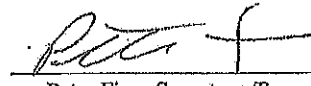
1. Misael Covarrubias
2. Aaron Wong
3. Chris Anisko
4. Thomas Tangataevaha

Additionally, pursuant to the terms of the MOU, each individual shall receive back pay to March 22, 2022 for any compensation due to the employee corresponding with the seven and one-half percent (7.5%) base wage increase, offset by compensation paid to the employee for the Corporal special assignment premium.

FOR THE CITY


Date: 11/11/22

FOR THE UNION


Peter Finn, Secretary-Treasurer
Date: October 7, 2022



SIDE LETTER AGREEMENT BETWEEN
CITY OF SAN BRUNO AND TEAMSTERS
LOCAL 856, IBT (POLICE UNIT)

*Property and Evidence
Technician*

WHEREAS the City of San Bruno (City) and Teamsters Local 856, IBT (Police) are parties to a Memorandum of Understanding effective January 1, 2022 and expiring December 31, 2025 (MOU) for employees in the Police bargaining unit;

WHEREAS pursuant to the terms of the MOU, the Parties agreed to participate in a classification and compensation study of the Community Services Officer (digital and physical evidence only) job classification and meet and confer regarding implementing any negotiable changes.

WHEREAS the City thereafter contracted with Bryce Consulting to prepare a classification and compensation study of the Community Services Officer (digital and physical evidence only) job classification.

WHEREAS Bryce Consulting's recommendation found:

Based on a review of the duties, the classification of Community Services Officer is not appropriate for the duties being performed. The Community Services Officer is primarily for field positions performing tasks related to investigations and enforcing laws not requiring a sworn officer. The positions under review do not participate in field duties but rather receive, process, maintain, destroy and prepare for the District Attorney's Office in addition to preparing documentation and evidence for the District Attorney's Office. In addition, the positions require knowledge of chain of custody and laws surrounding the release and destruction of property. Because of the specialized knowledge, it is not uncommon for agencies to have a separate classification specific to property and evidence. For example, Daly City, Foster City, Menlo Park, Pacifica, Redwood City, San Mateo and South San Francisco all have classifications specific to property and evidence. Consistent with industry practice, the recommendation is for the City to adopt the classification of Property and Evidence Technician and the positions allocated accordingly.

With respect to salary, the salary and benefits for Community Services Officer was compared to the labor market for the property and evidence function. The City is 21.86% below the labor market median for maximum base salary, 14.21% below for total cash and 11.87% below market for total compensation.

WHEREAS the City and Teamsters Local 856, IBT have met and conferred regarding the job specifications for a newly created Property and Evidence Technician job classification and establishing wages for the classification to ensure that the City is able to successfully recruit and retain qualified personnel in the Property and Evidence Technician job classification.

WHEREAS prior to the adoption of the MOU, two (2) employees in the Community Services Officer were designated as working assignments primarily concerned with digital and physical evidence;

WHEREAS the Parties have further met and conferred in good faith and agreed that the two (2) Community Services Officer employees primarily concerned with digital and physical evidence will be reclassified into the newly created Property and Evidence Technician classification.

NOW THEREFORE, the City and Teamsters Local 856 agree to the following:

1. The job specification for the Property and Evidence Technician job classification shall be as set forth in **Exhibit A** (attached).
2. The City and Teamsters Local 856 (Police) agree to incorporate the Property and Evidence Technician job classification which shall be included in the list of classifications represented by the Police Bargaining Unit and added to Appendices "A" and "A-1".
3. The City and Teamsters Local 856 further agree that the following individuals are to be promptly reclassified into the Property and Evidence Technician job classification while maintaining their current placement in the salary step schedule (e.g., a Step 4 Community Services Officer will be reclassified to a Step 4 Property and Evidence Technician): Crystal Garza and Leticia Soto.
4. In recognition of the compensation analysis prepared by Bryce Consulting and the bargaining pattern established by the City in negotiating market equity adjustments for those classifications that were significantly behind the labor market, effective upon ratification of this Side Letter Agreement, the wage schedule for the Property and Evidence Technician shall be set to an amount two percent (2%) greater than that of a Community Services Officer . The 5% special assignment pay for the handling of property and evidence which the two individuals have been receiving will be incorporated into the base. The new salary range will be as follows:

Property and Evidence Technician				
Step1	Step2	Step3	Step4	Step5
5121.52	5390.34	5673.09	5970.83	6284.63

5. In addition to the future wage enhancements set forth in Section 12 (“Salary Plan”) of the Memorandum of Understanding between the City and Teamsters Local 856 (Police), the

Property and Evidence Technician job classification shall also receive the following market equity adjustments:

- Effective the first full pay period in January 2023, a three percent (3%) market equity adjustment.
 - Effective the first full pay period in January 2024, a three percent (3%) market equity adjustment.
 - Effective the first full pay period in January 2025, a four percent (4%) market equity adjustment.
6. All other terms and conditions of employment set forth in the Memorandum of Understanding shall continue without modification.

FOR THE CITY

Jovan D. Grogan, City Manager
Date: 12/14/22

FOR THE UNION

Peter Finn
Date: 11/21/22

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SIDE LETTER

City of San Bruno and Police Bargaining Unit
Represented by Teamsters Local 856

Job Class Specifications for Public Safety Dispatcher I/II and Police Clerk I/II

Pursuant to the provisions of the Meyers-Milias-Brown Act and the Memorandum of Understanding between the City of San Bruno (the "CITY") and the City of San Bruno Police Bargaining Unit represented by Teamsters, Local 856 ("MOU"), this Side Letter of Agreement is entered into on October 26, 2022, between the City and the Teamsters Local 856 ("Side Letter Agreement").

The City and the bargaining unit have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and now therefore agree to the following amendments effective the first full pay period following this signed agreement:

Effective the first full pay period following this fully executed agreement, the City will adopt the attached revised job class specifications for Public Safety Dispatcher I/II and Police Clerk I/II identified as Exhibit 1 and dated October 26, 2022.

For City of San Bruno

DocuSigned by:



Jovan D. Grogan, City Manager

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12/14/2022

Date

For Teamsters Local 856 Union

DocuSigned by:



Peter J. Secore, Secretary-Treasurer/Principal Officer

12/13/2022

Date

