

**CITY OF SAN BRUNO
MID-MANAGEMENT BARGAINING UNIT, TEAMSTERS LOCAL 350**

**Tentative Side Letter Agreement
November 15, 2024**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA) and the Memorandum of Understanding “MOU” between the City of San Bruno “CITY” and the Teamsters Local 350, IBT – Mid-Management Bargaining Unit “UNION,” this Tentative Agreement “AGREEMENT” is entered into on November 15, 2024 between CITY and UNION as an amendment to the MOU expiring December 31, 2025. It is understood and agreed that the specific provisions contained in AGREEMENT shall supersede any previous MOU provisions addressed herein. Except as provided herein, all wages, hours, and other terms and conditions of employment presently enjoyed by UNION and contained in the MOU shall remain in full force and effect.

Section 22. Holidays

NEW: 22.8. – Winter Closure Pilot Program – CITY and UNION agree to conduct a Winter Closure pilot program in 2024 during which the City will close certain worksites on December 26th, 27th, 30th, and 31st, 2024, in addition to regularly scheduled holidays of December 24th and 25th, 2024, and January 1, 2025.

22.8.1 During the Winter Closure days, CITY shall provide ten (10) hours for straight time pay, Winter Closure Paid Time Off (“Winter Closure PTO”), and, for the balance of the employee’s regularly scheduled workweek, the employee shall use their accrued leave balances (not to include sick leave) to receive their full, regularly scheduled hours of pay. In most cases, the employees will use twenty-two (22) hours of accrued leave unless:

22.8.1.1. **Work during Winter Closure.** CITY, in its sole discretion, may require an employee to report to work to maintain regular or emergency operations. In this instance, employees required to work will be paid both regular hours worked and up-to 10 hours Winter Closure PTO on a one-for-one basis as “Winter Closure PTO In-Lieu”. Any employee that is eligible for overtime hours will be paid in accordance with “Section 15. Overtime” of the MOU.

22.8.1.2. **Leave without pay option.** The employee makes an election to take any portion of the required hours as leave without pay. In this instance, the employee will receive payment for ten (10) hours of Winter Closure PTO.

22.8.1.3. **Insufficient accrued leave.** The employee does not have a sufficient accrued leave balance for the required Winter Closure hours and the employee desires to receive their full, regularly scheduled hours of pay. In this instance, the employee can draw their personal leave bank (floating

Initial DS



holiday) into negative status with future floating holiday accruals offsetting the negative balance. The employee will receive payment for ten (10) hours of Winter Closure PTO first and then the employee may draw down the personal leave bank, as necessary, not to exceed 22 hours.

Section 44. Flexible Work Schedules


NEW: 44.2 – Thirty-six (36) hour Workweek Labor Management Committee – CITY and UNION agree to calendar discussion of a potential opportunity for a thirty-six (36) hour workweek proposal before the Joint Labor Management Committee with representatives from CITY, UNION, and Teamsters Local 856, IBT, Miscellaneous. This will be a working group only and will require further meet and confer between CITY and UNION prior to considering implementation.

CITY and UNION have met and conferred in good faith concerning the terms and conditions of AGREEMENT and its implementation and now, therefore, agree to the above amendments, pending ratification by a majority of UNION membership and CITY governing board (City Council.)

For CITY

DocuSigned by:

11/20/2024
B0012F785CCB4C4...
Alex D. McIntyre,
City Manager
Date:

For UNION

Signed by:

11/20/2024
E690C13F50FD40E...
Peter Finn,
Secretary-Treasurer/ Principal Officer
Date: