

**CITY OF SAN BRUNO
MISCELLANEOUS BARGAINING UNIT, TEAMSTERS LOCAL 856**

**Tentative Side Letter Agreement
November 13, 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 856, IBT – Miscellaneous Bargaining Unit “UNION,” this Tentative Agreement “AGREEMENT” is entered into on November 13, 2024, between CITY and UNION as an amendment to the MOU expiring December 31, 2024. 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 59. Term

REVISED: 59.1.1. – This Memorandum of Understanding except as otherwise noted, shall remain in effect for those employees employed in the classifications set forth in Appendix A for the period from January 1, 2022 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may be modified by the parties during such period, and shall continue in full force and effect until either superseded by a subsequent Memorandum of Understanding or by such other action of the City Council affecting wages, hours, and conditions of employment of the employees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.

Section 6. Salary Plan

NEW: 6.1.3.4 – 4.5% increase effective the first full pay period in January 2025

REVISED: 6.1.5 – A salary survey shall be conducted at least thirty (30) days prior to the initiation of negotiations for a successor agreement in 2025. The cities surveyed shall be revisited before survey is conducted.

NEW: 6.1.38. – Maintenance Worker Classification – CITY shall conduct a study of Maintenance Worker classification and the impact of any changes on other classes by the end of the current fiscal year. Either CITY or UNION may request that the impacts of the study become a topic of discussion during the successor MOU negotiations (effective January 1, 2026) however CITY makes no commitment to modifying classifications or salaries unless mutually agreed upon in the successor MOU negotiations.

Section 20. Hours of Work, Overtime, Premium Pay

NEW: 20.1.22. – Winter Closure Pilot Program – CITY and UNION agree to conduct a Winter Closure pilot program in 2024 during which 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.

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20.1.22.1 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:

20.1.22.1.1. **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 standby assignment during the holiday closing shall be administered pursuant to Sec 20.1.13 of the MOU. The following examples are illustrative.

- Example 1: the employee works on December 26th and 27th for a total of sixteen (16) hours, however the employee does not work on December 30th or 31st. In Example 1, the employee will be paid 16 hours of regular pay, ten (10) hours of Winter Closure PTO In-Lieu, and may use accrued leave for the remaining six (6) hours to receive their full, regularly scheduled hours of pay. All hours paid are at straight time, i.e., 1.0x the employee’s base hourly rate of pay.
- Example 2: the employee works all four Winter Closure days, December 26th, 27th, 30th, and 31st. In Example 2, the employee will receive their regular pay for hours worked plus ten (10) hours of Winter Closure PTO In-Lieu pay. All hours paid are at straight time, i.e., 1.0x the employee’s base hourly rate of pay.
- Example 3: the employee works both four Winter Closure days, December 26th, 27th, 30th, and 31st, and X hours of overtime on one or more days. Overtime hours will be paid in accordance with “Section 20.1.5. Overtime” of the MOU. In Example 3, the employee will receive ten (10) hours of Winter Closure PTO In-Lieu pay at straight time and do not count toward “regularly schedule hours” in any one (1) day.

20.1.22.1.2. **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.

20.1.22.1.3. **Insufficient accrued leave.** The employee does not have a sufficient accrued leave balance for the required Winter

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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 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.

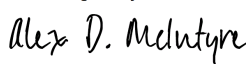
NEW: 20.1.23. – Thirty-six (36) hour Workweek Labor Management Committee – CITY and UNION agree to calendar discussion of a potential opportunity for a thirty-six (36) hour workweek proposal before the Joint Labor Management Committee with representatives from CITY, UNION, and Teamsters Local 350, IBT, Mid-Management. This will be a working group only and will require further meet and confer between CITY and UNION prior to considering implementation.

Section 33. Health and Welfare

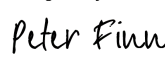
REVISED: 33.1.5. – Beginning January 1, 2022 through December 31, 2025, the City shall pay 75% and employee pay 25% of the health and welfare benefit premium increase over the prior plan year based on the cost of the plan options which the employee has selected.

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

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 11/19/2024
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Alex D. McIntyre,
City Manager
Date:

For UNION

Signed by:
 11/19/2024
E690C13F50FD40E...
Peter Finn,
Secretary-Treasurer/ Principal Officer
Date: