



TENTATIVE SUPPOSAL - NOT AUTHORIZED BY COUNCIL

All other City and Union Proposals dropped

March 20, 2022

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
 - 3% increase effective the first full pay period following ratification by the City Council retroactive to first full pay period following January 1.
 - 3% increase effective the first full pay period in January 2019
 - 3% increase effective the first full pay period in January 2020
 - 4.0% increase effective the first full pay period in January 2022
 - 3.0% increase effective the first full pay period in January 2023
 - 3.0% increase effective the first full pay period in January 2024
 - 3.0% increase effective the first full pay period in January 2025
 - 12.1.1.2. Market Adjustments 2% market equity adjustment for all represented ranks effective retroactive to the first full pay period in January 2018.
 - 12.1.1.3.12.1.1.2. 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.
 - 12.1.1.4.12.1.1.3. Salary ranges for represented classifications shall be as set forth in Appendix "A".
- 12.2. Salary Plan Administration
- 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.

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 eighty one-hundred and twenty (80120) 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 eighty (80) hours. one-hundred and twenty (120) hours.

16. Special Assignment Pay

16.1. The following positions 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 special assignment pay, in the amounts as noted: Detective, Detective Trainee, K-9 Officer, Regional Task Force assignments, School Resource Officer, Bayhill Business Officer Corporal, Motor Officer, and Support Services Officer - 5% increase in base salary beginning on the first day of the assignment and continuing until the last day of the assignment. 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-5% increase in their normal step rate and \$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.
- 16.4.16.5. 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 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."
- 16.5.16.6. Employees performing the following collateral duties shall receive a two percent (2%) Collateral Duty Premium when assigned by the Chief. Such assignment may be assigned and unassigned by the Police Chief at the sole discretion of the Chief and shall not subject to the grievance procedure. The maximum Collateral Duty Premium Pay an employee may obtain under this section is two percent (2%) total.
 - Regional S.W.A.T Team

- Defensive Tactics Instructor
- De-Escalation Instructor
- 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 regular 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 (.05%) pay differential for a maximum of (2.5%) two and one-half percent of their hourly rate for all regularly scheduled hours worked between 1900 hours and 0700 hours. 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 current 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.

18. Incentive Pay Programs (Clean Up Language to Confirm to CalPERS)

- 18.1. Historical footnote: *Section 18 Incentive Pay Programs* was previously titled "POST Incentive Pay" and applied only to sworn personnel.
- 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 Sworn 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.

18.2.1. POST Certification Pay – Sworn Personnel

- Four percent (4%) of employees base salary for possession of a POST Intermediate Certificate: OR
- Seven Eight and one-half percent (78.5%) of employees base salary for possession of a POST Intermediate and possession of a POST Advanced Certificate.

18.2.2. Educational Incentive Pay – Sworn All Personnel

• Three percent (3%) for AA or AS degree

- Four percent (4%) for AA or AS degree and POST Intermediate Certificate
- Six percent (6%) for BA or BS degree
- Seven percent (7%) for AA or AS degree and POST Advanced Certificate
- Eight and one half percent (8.5%) for BA or BS degree and POST Advanced Certificate

Educational Incentive Pay Non-Sworn Personnel

- Three percent (3%) for AA or AS degree
- Six percent (6%) for BA or BS degree

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 Plus Health Coverage

- 34.3.1. Employees in this unit participate in Retiree Plus Health Coverage established January 1, 2021. For the term of this contract the City shall pay 75% and employee shall pay 25% of Retiree Plus Health Coverage premium.
- 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 the required contributions for Retiree Plus coverage, you

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

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, 2018 2022 through December 31, 2020 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 20182022-33XX.

56. Appendix A Salary Schedule

Effective first full pay period following January 1, 20182022

Addition of Police Corporal, Code Enforcement Officer I, Code Enforcement Officer II and Senior Code Enforcement Officer

Agreed upon by representatives of the City of San Bruno:	
Davia Silv	4/8/2022
Dania Torres-Wong, Sloan Sakai Yeung & Wong, LLC	Date
Chief Negotiator	
Agreed upon by representative of San Bruno Police represented b	y Teamsters Local #856:
	3/22/22
Chief Negotiator	Date