File No. 120499 Committee Item No. 6
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight **Date** June 14, 2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	**Motion**
☐	☐	**Resolution**
☒	☐	**Ordinance**
☐	☐	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☐	☐	**Introduction Form (for hearings)**
☒	☐	**Department/Agency Cover Letter and/or Report**
☒	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☐	☐	**Contract/Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

OTHER **(Use back side if additional space is needed)**

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Completed by: Alisa Miller **Date** June 8, 2012
Completed by: _____ **Date** _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages.
The complete document can be found in the file.

FILE NO. 120499 ORDINANCE NO.

[Memorandum of Understanding - Service Employees International Union, Local 1021]

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2012, through June 30, 2014.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Board of Supervisors hereby adopts and implements the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2012, through June 30, 2014.

The arbitration award establishing the Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 120499.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: Elizabeth S. Salveson
ELIZABETH S. SALVESON
Chief Labor Attorney

City and County of San Francisco, and Service Employees International Union, Local 1021
Arbitration Award Pursuant to City Charter Section A8.409-4
May 4, 2012

On the issue of As-Needed bargaining unit members, the Board adopts the last offer of the Union, attached hereto.

The Board finds pursuant to City Charter Section A8.409-4(d) that the evidence presented and considered during the proceeding under Section A8.409-4 supports adoption of that proposal under all relevant factors.

The parties approve the form of this award.

Side Letter:

Effective as of the term of the MOU, the parties agree as follows:

A. Examinations

1. The City and the Union will jointly seek Civil Service Commission approval for the City to conduct *closed promotional* examinations to establish department-only eligible lists for the following SEIU-represented examined classifications:

   3602 Library Page
   2708 Custodian
   8226 Museum Guard
   2303 Patient Care Assistant
   2736 Porter
   8320 Counselor, Juvenile Hall
   1404 Clerk

   And other classifications in the bargaining unit identified by the parties within ninety (90) days of the effective date of this Agreement.

2. Only TEX 16 employees who have worked 1500 or more hours during the three years preceding the examination for their classifications will be eligible to participate in such closed promotional examinations. If such examinations are approved, the City will make its best efforts to conduct all such examinations as soon as is practicable and not later than June 30, 2014.

BW

3. The City and the Union will jointly seek Civil Service Commission approval for the establishment of "priority eligible lists" resulting from the above-referenced promotional examinations. Such priority eligible lists must be used prior to use of lists resulting from standard, open and competitive examinations, provided, however, that any holdover lists in such classes must first be exhausted.

4. The City will provide the Union with the examination schedule and will advise the Union as to the processes by which the examinations are developed, and will consider any concern raised by the Union. In addition, the City will conduct examination preparation classes to which employees eligible to participate in the examinations will be invited.

B. Limitations and Remedies:

1. Under this paragraph and without affecting examination eligibility for past employment, for hours worked on or after July 1, 2012, City use of TEX 16 ("As-Needed") employees in SEIU represented classifications will be limited to operational necessity where permanent full or part-time status is not feasible or readily available (e.g., seasonal work, sporadic work, filling in for leaves or absences, vacations, emergency overtime, disasters, or classifications which are intended for training purposes only, and as otherwise provided by Civil Service Rule 102.23.6). The City may not use As-Needed employees to avoid hiring employees in permanent status or to circumvent the denial of departmental requests to fill vacancies. Employment conditions prior to the term of this Agreement will not be sufficient standing alone to constitute a violation of this limitation, but may be admitted as evidence.

2. Violations of this side letter can be appealed through the grievance and arbitration procedure under Article IV of the MOU. An arbitrator's factual findings will be binding on the parties. For violations of this side letter, an arbitrator may order the City to implement appropriate affirmative remedies, including monetary relief. An arbitrator may not order relief that is inconsistent with, or interferes with, the authority reserved by the Charter to the Mayor, the Board of Supervisors, the Civil Service Commission, Retirement System, or Health Services System. This limitation includes any order affecting matters within the exclusive jurisdiction of the Civil Service Commission's establishment and administration of the civil service merit system on matters that are excluded from bargaining under Charter Section A8.409-3. Under this paragraph, an arbitrator may make an advisory recommendation to the Mayor or Civil Service Commission on matters that are beyond the scope of an arbitrator's authority.

RL

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Barry Winograd
Neutral Chairperson

I Concur:

Vin Harrington
Union Appointed Board Member

I dissent

Robert Thomas
City Appointed Board Member

BW

SEIU, LOCAL 1021 BARGAINING HIGHLIGHTS

Term – Two-year term (July 1, 2012 to June 30, 2014).

Wages –

Fiscal Year 2012-2013: No wage increases

Fiscal Year 2013-2014:

- 2% on January 4, 2014
- 1% on March 29, 2014

Structural Reform of the City's Healthcare Benefit and Cost-Sharing Structures –

- Health care cost sharing effective July 1, 2014:
  - For "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall only contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled.
  - For "medically single employees" (Employee Only) enrolled in the highest cost plan, the City shall only contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the second highest cost plan. However, in calendar year 2014 only, the City will subsidize half of the amount of this increased premium cost for "medically single employees" who elect to enroll in the highest cost plan.
  - Exception: for "medically single employees" (Employee Only) who are permanently assigned to work in remote locations outside of the health coverage areas of Kaiser and Blue Shield, the City will continue to contribute one hundred percent (100%) of the cost of the Employee-Only premium.

Floating Holidays – Employees will receive a one-time award of two additional floating holidays in Fiscal Year 2012-2013 in light of other agreements made as reflected in this document and the fact that no wage increases will occur until the second year of the Agreement.

Increase in Time to Advance from Step 1 to Step 2 – Employees appointed on or after July 1, 2012 must now complete one year (increased from 6 months) of required service before advancing to the second step of the salary range.

Elimination of Travel Pay Provision – Effective July 1, 2012, the City will no longer pay employees who are San Francisco residents assigned to work at the Airport, Millbrae, Sharp Park or Sunol. Employees who received Travel Pay in Fiscal Year 2011-2012 will receive a one-time lump sum payment equal to the amount of Travel Pay they earned in Fiscal Year 2011-2012.

Relief for Individual Employees – Per previous settlement agreement, the Union recognized and credited the City for the cost of the City assuming the Layoff Impact Premium for two years by using encumbered as-needed health care funds.

As-Needed Employees – The City and the Union will jointly seek Civil Service Commission approval for the City to conduct closed promotional examinations for selected SEIU-represented classifications based on negotiated eligibility rules. In the future, City use of "As-Needed" employees in SEIU represented classifications will be limited to seasonal work, sporadic work, peak workload, filling in for leaves or absences, vacations, emergency extra workloads or overtime, disasters, and training classifications, or other situations involving fluctuating staff.

CalPERS Proposition C Contribution – Effective July 1, 2012, covered employees who are members of CalPERS agree to make pre-tax like contributions similar to those being made by members of SFERS, as required under Charter section A8.409-9.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021

AND

THE CITY AND COUNTY OF SAN FRANCISCO

JULY 1, 2012 – JUNE 30, 2014

** Complete copy of document is located in

File No. 120499

TABLE OF CONTENTS

ARTICLE I – REPRESENTATION **1**

A. RECOGNITION 1
Classifications Currently Represented 1
Placement of New Classifications 1
Applicability of the Agreement to All Newly Recognized Classifications 1
Employee Relations Ordinance 2
B. INTENT 2
C. MANAGEMENT RIGHTS 2
D. NO WORK STOPPAGE 3
E. OBJECTIVE OF THE PARTIES 3
F. UNION SECURITY 3
Application 3
Agency Shop 4
Religious Exemption 4
Payroll Deductions 4
Employees Exempt from Agency Shop 5
Financial Reporting 5
Indemnification 6
G. OFFICIAL REPRESENTATIVES AND STEWARDS 6
Official Representatives 6
Stewards 6
Official Representatives to Retirement and Health Service Board Meetings 7
H. BULLETIN BOARDS, INTEROFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS 8
Bulletin Boards 8
Inter-Office Mail and Email 8
Union Access 8
Legal Materials 8
DPH Website and Telephone Hotline 8
I. VENDING MACHINES 9
J. DATA 9
Equal Employment Opportunity (Glass Ceilings) 9

ARTICLE II – EMPLOYMENT CONDITIONS **10**

A. NO DISCRIMINATION 10
Discrimination Prohibited 10
Reasonable Accommodation 10
Complaints of Discrimination 10
No Discrimination on Account of Union Activity 11
B. PROBATION 11
C. CONTRACTING OUT OF WORK 12
Required Notice to the Union on Prop J Contracts 13
Non-Prop J (Personal Services Contracts) 14
Joint Labor Management Committee on Personal Service Contracts 15
Grants 15