File No. 120500 Committee Item No. 7
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. 120500 ORDINANCE NO.

[Memorandum of Understanding - International Federation of Professional and Technical Engineers, AFL-CIO, Local 21]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, AFL-CIO, Local 21, 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 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, AFL-CIO, Local 21, to be effective July 1, 2012, through June 30, 2014.

The Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 120500.

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

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

LOCAL 21 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:

- 1% on July 1, 2013
- 1% 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 January 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.
- The parties will form a Joint Labor-Management Healthcare Committee to discuss healthcare issues, including a possible wellness program, with a re-opener in the second year of the contract by mutual agreement

Floating Holidays – Employees will receive a one-time award of two additional floating holidays in Fiscal Year 2012-2013.

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

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

Employee Development Fund – The Employee Development Fund was increased by $250,000 in Fiscal Years 2012-2013 and 2013-2014, funded by the savings achieved from the increase in time required to advance from Step 1 to Step 2, elimination of Travel Pay in the second year of the Agreement, and savings from other premium reforms noted below. Additionally, unspent funds will no longer roll-over, and employees may only be eligible for reimbursements in the same fiscal year in which the cost was incurred, in order to ensure that the fund is not prematurely depleted each year.

Additional Compensation – The new Agreement contains no new equity adjustments and no new premiums, and includes the following premium and additional pay reforms:

- Lead Person Pay – The threshold to qualify for Lead Person Pay has been increased from leading at least *two* other employees to leading at least *three* other employees.

- PUC-CIP Planning Function Pay – The threshold to receive PUC-CIP Planning Function Pay was significantly increased.

- Leadership Pay and Special Skills Pay (Appendix C) – The threshold definition of "Major Capital Projects" that would merit additional compensation for those employees working on such projects in a qualifying capacity was significantly increased. Further, the threshold number of persons to qualify for Leadership Pay was increased from leading *one* other person to leading at least *three* other persons.

Substance Abuse Prevention Program – The parties will establish a mutually agreed-upon substance abuse prevention program, to be implemented by January 1, 2014. If there is no agreement on a new program by May 1, 2013, the arbitrator will resolve any disputes through mandatory arbitration.

Extension of Probationary Period – Probationary periods may be extended for periods of up to one year, provided that the City notifies the Union at the time that it seeks to extend an employee's probationary period.

Sick Leave Cap – Effective July 1, 2012, employees may not accumulate more than 1040 hours of sick leave.

Grievance Procedure – The parties established a uniform arbitrator selection process, and streamlined the grievance procedures (including response time deadlines for both parties and elimination of a superfluous review step) in order to expedite the resolution of disputed terminations and suspensions.

AGREEMENT

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO

FOR FISCAL YEARS

2012-2013 and 2013-2014

** Complete copy of document is located in

File No. 120500

TABLE OF CONTENTS

ARTICLE I: REPRESENTATION 2

I.A. RECOGNITION 2
1. Successor Representation 2
2. Unit Assignment Resolution 2

I.B. NO WORK STOPPAGES 2

I.C. MANAGEMENT RIGHTS 2

I.D. UNION/CITY COMMITTEES 3
1. Union/City Relations Committee 3
2. Internal Placement Committee 3

I.E. GRIEVANCE PROCEDURES 3
1. Definition 3
2. Discipline 4
3. Time Limits 5
4. Grievance Description 5
5. Steps of the Procedure 5
6. Arbitration 6
7. Selection of the Arbitrator 9
8. Authority of the Arbitrator 9
9. Fees and Expenses of Arbitrator 10
10. Hearing Dates and Date of Award 10

I.F. OFFICIAL REPRESENTATIVES AND STEWARDS 10
1. Official Representatives 10
2. Stewards 11

I.G. UNION LEAVE 12

I.H. UNION SECURITY 12
1. Authorization for Deductions 12
2. Dues Deductions 12
3. Fair Share Agreement 12
4. Implementation 13
5. Service Fee 13
6. Financial Reporting 13
7. Religious Exemption 13
8. Payroll Deduction 14
9. Employee Lists 14

I.I. BULLETIN BOARDS 14

I.J. NEW HIRES 14

I.K. DATA 15

I.L. ADDITIONAL DATA 15

ARTICLE II: EMPLOYMENT CONDITIONS 16

II.A. NON-DISCRIMINATION 16

II.B. PROBATIONARY PERIOD 16