File No. 120504 Committee Item No. 11
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	
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☐	☐	Resolution
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☐	☐	Youth Commission Report
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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. 120504 ORDINANCE NO.

[Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers, 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 Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers, 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. 120504.

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

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

SUPERVISING PROBATION OFFICERS (OE 3) 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:
  - "Medically single" (Employee-only): City shall pay 90% of health care premium, capped at the second-highest cost plan (e.g., Blue Shield)
  - Employee with One Dependent:
    - For the highest and second highest costs plans (e.g., City Plan and Blue Shield), the City shall pay towards the premium cost an amount equivalent to 85% of the cost of the second highest cost plan (e.g., Blue Shield).
    - For all medical plans other than the highest and second highest costs (e.g., Kaiser), the City shall pay towards the premium cost an amount equivalent to 90% of the cost of the premium.\
  - Employee with Two or More Dependents:
    - For the highest and second highest costs plans (e.g., City Plan and Blue Shield), the City shall pay towards the premium cost an amount equivalent to 75% of the cost of the second highest cost plan (e.g., Blue Shield).
    - For all medical plans other than the highest and second highest costs (e.g., Kaiser), the City shall pay towards the premium cost an amount equivalent to 85% of the cost of the premium.

italics = moved existing language	**bold, double underline** = new language
~~*struck out, italics*~~ = existing language prior section	~~struck out~~ = removed language

Supervising Probation Officers

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

Grievance Procedure – The parties established a uniform grievance definition, uniform time limits, and procedure for withdrawing the grievance in the absence of a timely, written demand for arbitration, in order to expedite the resolution of disputed terminations and suspensions.

Elimination of the Travel Pay Provision – Effective July 1, 2012, the City will no longer pay a travel allowance to employees who are San Francisco residents assigned to work outside of San Francisco.

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.

Substance Abuse Prevention Policy – The parties agreed to a new comprehensive reasonable suspicion and post-accident substance abuse policy in order to ensure a safe work environment for employees and the public.

Night Duty – Employees shall only qualify for the night duty premium if they are required, as a part of their regularly scheduled shift, to work at least 2 hours (increased from 1) of their shift between the hours of 5:00 PM and 12:00 AM for the Swing shift or 12:00 AM to 7:00 AM for the Graveyard shift.

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

Overtime Compensation – Additional clarification that only legal holidays shall be taken into account for computing overtime.

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~~*struck out, italics*~~ = existing language prior section	~~struck out~~ = removed language

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

SUPERVISING PROBATION OFFICERS

JULY 1, 2012- JUNE 30, 2014

** Complete copy of document is
located in

File No. 120504

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