File No. 120515 Committee Item No. 22
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** _____

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☐	☐	Resolution
☒	☐	Ordinance
☐	☐	Legislative Digest
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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. 120515 ORDINANCE NO.

[Memorandum of Understanding - Laborers, Local 261]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, 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 Laborers International Union, Local 261, 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. 120515.

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

By: _____
ELIZABETH S. SALVESON
Chief Labor Attorney

LABORERS, LOCAL 261 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

Dental - Beginning January 1, 2013, the bargaining unit agrees to pay $5 (individual) - $10 (employee +1) - $15 (employee + 2 or more) per month respectively towards dental premium costs.

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 (increased from 6 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 Sunol, will 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.

Work Schedule Change Provision- Departments can change schedules of all covered employees based on operational need with 5 calendar days' notice and with written approval of the appointing officer.

Lead Worker Pay – Lead Worker Pay assignments must be made in writing.

Standby Pay – Eliminate 25% standby pay. Employees earn 10% standby pay when provided with a cell phone or other electronic communication device.

Substance Abuse Policy- The parties will meet and confer regarding the possibility of a drug testing policy that will be limited to instances of reasonable suspicion of drug and/or alcohol use, to be implemented no later than January 1, 2013. Should the parties fail to reach agreement on a new substance abuse testing program by December 1, 2013, Arbitrator Chris Burdick shall retain jurisdiction to resolve any such dispute under Charter Section A8.409-4(d).

Public Outreach/Public Safety Cross Training Premium – The City will fold the 1% premium received by all covered employees into the base rate.

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE LABORERS INTERNATIONAL UNION, LOCAL 261

JULY 1, 2012- JUNE 30, 2014

** Complete copy of document is
located in

File No. 120575

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