File No. 120504

Committee Item No. 11
Board Item No. 7

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight  Date June 14, 2012

Board of Supervisors Meeting  Date 6/26/12

| 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.

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

# MEMORANDUM

## GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

## SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Mark Farrell, Chair
Government Audit and Oversight Committee

FROM: Rana Calonsag, Committee Clerk

DATE: June 15, 2012

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 19, 2012

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, June 19, 2012. This item was acted upon at the Committee Meeting on June 14, 2012 at 1:00 p.m., by the votes indicated.

**Item No. 11** **File No. 120504**

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.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor Mark Farrell - Aye
Supervisor Sean Elsbernd - Aye
Supervisor David Chiu - Aye

cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Rick Caldeira, Legislative Deputy Director
Cheryl Adams, Deputy City Attorney
Binder Copy

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

June 14, 2012

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Number 120504: Memorandum of Understanding (MOU) with Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers (Supervising Probation Officers)

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the MOU between the City and County of San Francisco and the Supervising Probation Officers. The amendment applies to the period commencing July 1, 2012 through June 30, 2014, affecting 23 authorized positions with a salary base of approximately $2.4 million and an overall pay and benefits base of approximately $2.8 million.

As seen in Attachment A, our analysis projects that this agreement will result in approximately $3,000 savings to the City during FY 2012-2013 and $37,000 of increased costs in FY 2013-14. Our analysis assumes a scenario where premiums, overtime, step, and attrition grow consistent with wage changes.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,

Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

415-554-7500 City Hall • 1 Dr. Carlton B. Goodlett Place • Room 316 • San Francisco CA 94102-4694 FAX 415-554-7466

Attachment A

Memorandum of Understanding from July 1, 2012 - June 30, 2014

Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers (Supervising Probation Officers)

Controller's Office Estimate of Costs/(Savings) FY 2012-2014

| Annual Costs/(Savings) | FY 2012-2013 | FY 2013-2014 |
|---|---|---|
| **Wages** | | |
| Effective July 1, full-time employees enetering at the first step may advance to the second step and to each successive step upon completion of the one year required service. | $ - | $ - |
| 1% Wage increases effective July 1, 2013, January 4, 2014, and March 29, 2014 for all employees | $ - | $ 36,000 |
| **Wage-Related Fringe Increases/(Decreases)** | $ - | $ 7,000 |
| **Benefits** | $ (3,000) | $ (6,000) |
| **Annual Amount Increase/(Decrease)** | $ (3,000) | $ 37,000 |

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

June 14, 2012

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Number 120504: Memorandum of Understanding (MOU) with Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the MOU between the City and County of San Francisco and the International Union of Operating Engineers. The amendment applies to the period commencing July 1, 2012 through June 30, 2014, affecting 58 authorized positions with a salary base of approximately $4.5 million and an overall pay and benefits base of approximately $5.7 million.

As seen in Attachment A, our analysis projects that this agreement will be cost neutral to the City during FY 2012-13 and result in approximately $92,000 of increased costs in FY 2013-14. Our analysis assumes a scenario where premiums, overtime, step, and attrition grow consistent with wage changes.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely,

Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

415-554-7500 City Hall • 1 Dr. Carlton B. Goodlett Place • Room 316 • San Francisco CA 94102-4694 FAX 415-554-7466

Attachment A

Memorandum of Understanding from July 1, 2012 - June 30, 2014

International Union of Operating Engineers, Local 3

Controller's Office Estimate of Costs/(Savings) FY 2012-2014

| Annual Costs/(Savings) | FY 2012-2013 | FY 2013-2014 |
|---|---|---|
| **Wages** | | |
| 1% Wage increases effective July 1, 2013, January 4, 2014, and March 29, 2014 for all employees | $ - | $ 77,000 |
| Wage-Related Fringe Increases/(Decreases) | $ - | $ 21,000 |
| Premium Increase/(Decreases) | | $ (1,000) |
| **Benefits** | | |
| For "Medically Single" employees, the City will pay 90% of the cost of the medical premium capped at 90% of the cost of the second highest cost plan, effective January 1, 2014. | $ - | $ (5,000) |
| Annual Amount Increase/(Decrease) | $ - | $ 92,000 |

Controller's Ofice Summary of 2012 - 2014 Labor Agreements Costing
6/14/2012

**Citywide Patterns**

1) **Wage Increases:** Three 1 % wage increases in FY 2013-14, projected to result in a 1.75% wage and variable fringe cost increase during FY 2013-14

2) **Step Savings:** Effective July 1, 2012 postpone advancement form Step 1 to Step 2 until the completion of 12 months of service rathern than 6 months

3) **Health Contributions:** Effective January 2014, For "Medically Single" employees, the City will pay 90% of the cost of the medical premium capped at 90% of the cost of the second highest cost plan.

| | FY 2012-13 Total | FY 2013-14 Total |
|---|---|---|
| **Costs/(Savings)** | $ 3,489,000 | $ 37,571,000 |

| | | FY 2012-13 | | | FY 2013-14 | | |
|---|---|---|---|---|---|---|---|
| Table | Table Name | Wages & Premium | Variable Fringe | Health & Dental | Wages & Premium | Variable Fringe | Health & Dental |
| 000 | Consolidated Crafts | $ 30,000 | $ - | $ - | $ 844,000 | $ 229,000 | $ (94,000) |
| 001 | Unrepresented Employees | $ 14,000 | $ 3,000 | $ (15,000) | | | |
| 003 | Operating Engineers, Local 3 | $ - | $ - | $ - | $ 76,000 | $ 21,000 | $ (5,000) |
| 006 | Electrical Workers, Local 6 | $ 492,000 | $ 108,000 | $ (17,000) | $ 981,000 | $ 255,000 | $ (81,000) |
| 021 | Local 21 | $ 62,000 | $ (16,000) | $ - | $ 5,878,000 | $ 1,643,000 | $ (797,000) |
| 038 | Plumbing and Pipefitting Industry | $ 16,000 | $ - | $ - | $ 518,000 | $ 136,000 | $ (40,000) |
| 039 | Stationary Engineers | $ - | $ - | $ (35,000) | $ 1,000,000 | $ 265,000 | $ (168,000) |
| 121 | Service Employees International Union | $ 6,048,000 | $ (39,000) | $ (6,051,000) | $ 12,390,000 | $ 1,981,000 | $ - |
| 130 | Machinists Union | $ 12,000 | $ - | $ (9,000) | $ 209,000 | $ 55,000 | $ (33,000) |
| 163* | Physicians and Dentists | $ 2,514,000 | $ 486,000 | $ - | $ 2,663,000 | $ 589,000 | $ (151,000) |
| 200 | TWU Local 200 | $ - | $ - | $ - | $ 28,000 | $ 8,000 | $ (1,000) |
| 251 | TWU Local 250-A, TWU - Miscellaneous | $ 7,000 | $ - | $ - | $ 137,000 | $ 38,000 | $ (23,000) |
| 252 | TWU Local 250-A, TWU - Auto Service Worker | $ (9,000) | $ - | $ - | $ 33,000 | $ 12,000 | $ (6,000) |
| 261 | Laborers | $ (69,000) | $ 144,000 | $ (47,000) | $ 953,000 | $ 444,000 | $ (299,000) |
| 311 | Municipal Attorneys | $ (2,000) | $ (1,000) | $ - | $ 1,065,000 | $ 286,000 | $ (102,000) |
| 351 | Municipal Executives Association | $ - | $ - | $ (79,000) | $ 2,019,000 | $ 541,000 | $ (323,000) |
| 419 | DA Investigators | $ - | $ - | $ (2,000) | $ 61,000 | $ 13,000 | $ (12,000) |
| 498 | SF Deputy Sheriff's Association | $ 5,000 | $ - | $ (47,000) | $ 1,352,000 | $ 268,000 | $ (231,000) |
| 499 | SF Sheriffs Managers and Supervisors | $ - | $ - | $ (6,000) | $ 325,000 | $ 45,000 | $ (23,000) |
| 651 | SF Probation Officers | $ 873,000 | $ (849,000) | $ - | $ 1,105,000 | $ (773,000) | $ (22,000) |
| 791 | Staff / Per Diem Nurses | $ (54,000) | $ - | $ - | $ 1,481,000 | $ 412,000 | $ - |
| 856 | Teamsters - Multi - Unit | $ 113,000 | $ (108,000) | $ - | $ 259,000 | $ (78,000) | $ (12,000) |
| 858** | Supervising Nurses | $ 25,000 | $ - | $ (5,000) | $ 361,000 | $ 85,000 | $ (265,000) |
| 965 | Supervising Probation Officers | $ - | $ - | $ (3,000) | $ 36,000 | $ 7,000 | $ (6,000) |
| 969 | Institutional Police Officers | $ - | $ - | $ - | $ 7,000 | $ 2,000 | $ - |

* The MOUs with the Physicians and Dentists are split into two groups; one for bargaining unit 17 and one for bargaining unit 18 and run for three years form July 1, 2012 through June 30, 2015

** The MOU with Supervising Nurses is for three years from July 1, 2012 through June 30, 2015

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
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.

| | |
|---|---|
| *italics* = moved existing language | **bold, double underline** = new language |
| ~~*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

## TABLE OF CONTENTS


ARTICLE I - REPRESENTATION ..... 1

I.A. RECOGNITION ..... 1
I.B. INTENT ..... 1
I.C. NO STRIKE PROVISION ..... 2
I.D. MANAGEMENT RIGHTS ..... 2
I.E. GRIEVANCE PROCEDURES ..... 2
I.F. OFFICIAL REPRESENTATIVES AND STEWARDS ..... 8
I.G. UNION SECURITY ..... 9

ARTICLE II - EMPLOYMENT CONDITIONS ..... 11

II.A. PROBATIONARY PERIOD ..... 11
II.B. PERSONNEL FILES ..... 11
II.C. PERFORMANCE APPRAISALS ..... 11
II.D. VACATION ..... 12
II.E. SUBCONTRACTING ..... 12
II.F. SUBSTANCE ABUSE TESTING ..... 13

ARTICLE III - PAY, HOURS AND BENEFITS ..... 14

III.A. WAGES ..... 14
III.B. WORK SCHEDULES ..... 14
III.C. COMPENSATIONS FOR VARIOUS WORK SCHEDULES ..... 17
III.D. ADDITIONAL COMPENSATION ..... 17
1. NIGHT DUTY ..... 17
2. CALL BACK ..... 18
3. SUPERVISORY DIFFERENTIAL ADJUSTMENT ..... 18
4. ACTING ASSIGNMENT PAY ..... 19
5. BILINGUAL PREMIUM ..... 20
III.E. OVERTIME - COMPENSATION ..... 20
III.F. HOLIDAYS AND HOLIDAY PAY ..... 21
1. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE ..... 21
2. HOLIDAYS THAT FALL ON A SATURDAY ..... 22
3. IN-LIEU HOLIDAYS ..... 22
4. HOLIDAY COMPENSATION FOR TIME WORKED ..... 22
5. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THRU FRIDAY ..... 23
6. HOLIDAY PAY FOR EMPLOYEES LAID OFF ..... 23
7. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION ..... 23
8. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS ..... 24
9. FLOATING HOLIDAYS ..... 24
10. PAID FURLOUGH DAYS ..... 25
III.G. TIME OFF FOR VOTING ..... 25
III.H. SALARY STEP PLAN AND SALARY ADJUSTMENTS ..... 25
III.I. METHODS OF CALCULATION ..... 28
III.J. SENIORITY INCREMENTS ..... 28