

AMENDMENT No. 2
TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE LABORERS INTERNATIONAL UNION, LOCAL 261

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

I.A. RECOGNITION

The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

3402 Farmer
3408 Apprentice Arborist Technician I
3409 Apprentice Arborist Technician II
3410 Apprentice Gardener
3417 Gardener
3419 Municipal Stadium Groundkeeper
3422 Park Section Supervisor
3424 Integrated Pest Management Specialist
3425 Senior Integrated Pest Management Specialist
3428 Nursery Specialist
3430 Chief Nursery Specialist
3434 Arborist Technician
3435 Urban Forestry Inspector
3436 Arborist Technician Supervisor
3438 Arborist Technician Supervisor II
7215 General Laborer Supervisor I
7220 Asphalt Finisher Supervisor I
7246 Sewer Repair Supervisor II
7281 Street Environmental Services Operations Supervisor
7282 Street Repair Supervisor II
7404 Asphalt Finisher
7421 Sewer Maintenance Worker
7458 Switch Repairer
7501 Environmental Service Worker
7502 Asphalt Worker
7514 General Laborer
7540 Track Maintenance Worker
9916 Public Service Aide

The terms and conditions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

I.E. JOINT LABOR MANAGEMENT COMMITTEE

1. The parties have established a Joint Labor Management Committee with equal representation from both the City and the Union.

Scope:

- a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
 - b. to give advice and make recommendations regarding issues which both the City and the Union agree to submit to the Joint Labor Management Committee;
2. The Joint Labor Management Committee shall meet at a minimum on a quarterly basis on the Wednesday prior to the fourth Friday in January, April, July, and October of each year and otherwise as needed. Dates can be adjusted for good cause or with the mutual agreement of the parties. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
 3. The Committee is specifically empowered to discuss and facilitate the resolution of disputes and the settlement of non-economic contract interpretation grievances with citywide relevance and interest, and to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.
 4. **The parties shall meet and confer regarding identified impacts of the PUC's Clean Power SF Program that are within the scope of bargaining.**

II.H. BARGAINING UNIT WORK

The City agrees that it will not assign work currently performed by LIUNA represented employees under this Agreement to City employees in any other bargaining unit. In the event that bargaining unit work is assigned to non-represented workers, the City will do so only subject to Article II.L of this agreement (as amended 7/1/2014) or pursuant to mutual agreement.

~~The San Francisco Gardener Horticulture Apprenticeship Program was organized under the California Division of Apprenticeship Standards. All Departments participating in the Gardener Horticulture Apprenticeship Program must follow these standards as set by the Joint Apprenticeship Committee, acting in accordance with its functions and responsibilities, except to the extent the standards conflict with state or federal law, the San Francisco Charter or Codes, or the San Francisco Civil Service Rules. Any disputes regarding the application of the Standards within departments are subject to the resolution process described within the Standards. This section and the Apprenticeship Standards are not subject to the grievance process in I.G. (Grievance Procedure).~~

Requests for classification or reclassification review shall not be governed by this Collective Bargaining Agreement but may be submitted to the Civil Service Commission whose determination is not subject to the grievance procedure.

ARTICLE III.A. WAGES

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary grade. Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

The City agrees that provisions in the preceding paragraph that delay implementation of the July 1, 2018 scheduled wage increase because of projected shortfalls in the March, 2018 Joint Report shall not be used as evidence in any future interest arbitration proceedings under San Francisco Charter Section A8.409 or 8A.104. This does not preclude the City from making a similar proposal in the future, and from supporting it with other evidence.

Employees appointed to the following classifications shall enter at Step 5:

3422 Park Section Supervisor
3430 Chief Nursery Specialist
3436 Tree Topper Supervisor I
7215 General Laborer Supervisor I
7220 Asphalt Finisher Supervisor I
7246 Sewer Repair Supervisor II
7281 Street Environmental Services Operations Supervisor

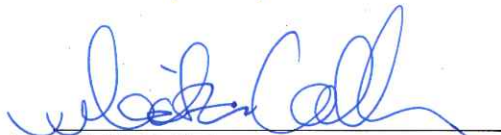
3417 Gardeners and 7514 Laborers appointed after completing the full curriculum of a State-certified apprenticeship program or equivalent coursework when approved by the Apprenticeship Committee shall enter at Step 5. If completion of the full curriculum occurs after appointment, such employees shall be moved to Step 5 upon curriculum completion.

ARTICLE V.C. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2017 2019.

FOR THE CITY

Date: 1/30/17



Micki Callahan
Human Resources Director

FOR THE UNION

Date: _____

Vince Courtney
Business Representative
LIUNA, Local 261

Date: 1-26-17



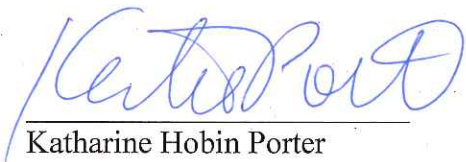
Suzanne R. Mason
Employee Relations Director

Date: _____

Theresa Foglio
Business Representative
LIUNA, Local 261

APPROVED AS TO FORM:

Date: 1/27/17



Katharine Hobin Porter
Chief Labor Attorney