

**AMENDMENT NO. 1
TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE INTERNATIONAL UNION OF OPERATING
ENGINEERS STATIONARY ENGINEERS, LOCAL 39**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors and ratification by the International Union of Operating Engineers Stationary Engineers, Local 39:

**SIDE LETTER BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND
THE STATIONARY ENGINEERS, LOCAL 39
(SAN FRANCISCO PUBLIC UTILITIES COMMISSION WASTEWATER ENTERPRISE WORK SCHEDULES)**

The City and Local 39 (collectively the "Parties") agree to the following work schedules and terms and conditions of employment for 7372 Stationary Engineers, 7373 Senior Stationary Engineers and 7252 Chief Stationary Engineers (collectively "Stationary Engineers") at Wastewater Enterprise ("WWE").

I. WORK SCHEDULES

Work Schedule – Wastewater Enterprise Operations and Maintenance - (7372 Stationary Engineers, 7373 Senior Stationary Engineers and 7252 Chief Stationary Engineers)

A 7372 Stationary Engineer, 7373 Senior Stationary Engineer, or 7252 Chief Stationary Engineer employee who successfully bids to work a fixed twelve-hour Alternate Work Schedule ("AWS") (fixed hours and days) in WWE Operations will work one of the following eight shifts (two shifts per Watch) on either the 12-hour Night Shift or 12-hour Day Shift:¹

- a. Watch One - Westside/Oceanside Plant or Bayside/Southeast Plant Day Shift:
Four (4) shifts of twelve (12) hours in the first week of a pay period and three (3) shifts of twelve (12) hours in the second week for a total of 80 regular work hours and four (4) hours of regularly scheduled overtime per pay period; or
- b. Watch Two - Westside/Oceanside Plant or Bayside/Southeast Plant Day Shift:
Three (3) shifts of twelve (12) hours in the first week of a pay period and four (4) shifts of twelve (12) hours in the second week for a total of 80 regular work hours and four (4) hours of regularly scheduled overtime per pay period; or
- c. Watch Three - Westside/Oceanside Plant or Bayside/Southeast Plant Night Shift:
Four (4) shifts of twelve (12) hours in the first week of a pay period and three (3) shifts of twelve (12) hours in the second week for a total of 80 regular work hours and four (4) hours of regularly scheduled overtime per pay period; or

¹ Compensatory time per MOU, Section III.I.

- d. Watch Four - Westside/Oceanside Plant or Bayside/Southeast Plant Night Shift:
Three (3) shifts of twelve (12) hours in the first week of a pay period and four (4) shifts of twelve (12) hours in the second week for a total of 80 regular work hours and four (4) hours of regularly scheduled overtime per pay period.

In the alternative, a 7372 Stationary Engineer, 7373 Senior Stationary Engineer, or 7252 Chief Stationary Engineer may also bid on the following two shifts:

- a. Watch Five – Operations **eight** (8) hour Day Shift (6:00 a.m. to 2:30 p.m., Monday-Friday)
- b. Maintenance **eight** (8) hour Day Shift (6:00 a.m. to 2:30 p.m., Monday-Friday)

A. 12-hour Night or Day Shift – Hours and Days:

The following is the breakdown of work hours, including regularly scheduled overtime hours, days and start times for each work schedule:

		Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Work Week Total
Watch 1 (Day)	Week 1	12				4/8	12	12	40
	Week 2	12					12	12	44
Watch 3 (Night)	Week 1		12	12	12				44
	Week 2		12	12	12	4/8			40

B. 12-hour Night or Day Shift – Start/End Times:

a. 7372 Stationary Engineers and 7373 Senior Stationary Engineers

- i. Night Shift: 10:00 p.m. (2200) to 10:00 a.m. (1000)
- ii. Day Shift: 10:00 a.m. (1000) to 10:00 p.m. (2200)

b. 7252 Chief Stationary Engineers

- i. Night Shift: 11:00 p.m. (2300) to 11:00 a.m. (1100)
- ii. Day Shift: 11:00 a.m. (1100) to 11:00 p.m. (2300)

II. PAY PROVISIONS

A. Overtime – Designated Work Week

For Fair Labor Standards Act (“FLSA”) overtime purposes, the designated workweek will be divided so that each work week contains 40 regular work hours.

1. 7372 Stationary Engineers and 7373 Senior Stationary Engineers

For the 7372 Stationary Engineers and 7373 Senior Stationary Engineers on 12-hour Night or Day Shift, the designated work week for employees on a twelve-hour Fixed AWS shall end/begin as follows:

Night Shift	Wednesday at 2:00 a.m. (0200)
Day Shift	Wednesday at 2:00 p.m. (1400)

2. 7252 Chief Stationary Engineers

For the 7252 Chief Stationary Engineers on 12-hour Night or Day Shift, the designated work week for employees on a twelve-hour Fixed AWS shall end/begin as follows:

Night Shift	Wednesday at 3:00 a.m. (0300)
Day Shift	Wednesday at 3:00 p.m. (1500)

B. Holiday Pay

Employees on 12-hour shifts shall be paid eight (8) hours Legal Holiday Pay (“LHP”) when a holiday falls on a scheduled work day and the employee is not required to work. In such cases, the employee may elect to make up the difference in the workday by using four (4) hours of accrued and available vacation time, compensatory time, or floating holiday time, by entering their request in Work Flow and entering the time in the electronic timekeeping program.

When a holiday falls on an employee’s regular day off, the employee will earn eight (8) hours holiday earned in-lieu (“HE”) time.

C. Shift Differential

Shift differentials shall be paid in accordance with the shift differential provisions under Article III of the Local 39 MOU.

III. ~~SHIFT BID~~– WWE OPERATIONS AND MAINTENANCE SHIFTS

The SFPUC will fill permanent shift vacancies in WWE Operations and Maintenance Divisions as they become open under section III.M of the MOU, ~~conduct a shift bid annually each March, beginning March 2020, using seniority within the WWE. New shifts will be effective in May. Shift bidding will be de-identified by employee, provided, however, that the SFPUC shall allow two Union representatives to participate in the process with access to the identified employee bids.~~ The SFPUC shall email provide the Union and all WWE Stationary Engineers

with an updated seniority roster and an organizational chart identifying all positions vacant permanent shifts available for the shift bid concurrently with posting permanent shift openings. All permanent WWE Stationary Engineer shift openings shall be posted for a minimum of twelve (12) calendar days, at least two weeks before the annual shift bid. Employees on an authorized leave may bid by proxy if designated in writing.

7372 Stationary Engineers, 7373 Senior Stationary Engineers and 7252 Chief Stationary Engineers who meet the requirements in Section III.M may bid to any of the following one of ten (10) shifts, based on divisional seniority, through the permanent vacancy bidding process:

- 1. Watch One: 12-hour Day Shift at Westside/Oceanside Plant
- 2. Watch One: 12-hour Day Shift at Bayside/Southeast Plant
- 3. Watch Two: 12-hour Day Shift at Westside/Oceanside Plant
- 4. Watch Two: 12-hour Day Shift Bayside/Southeast Plant
- 5. Watch Three: 12-hour Night Shift at Westside/Oceanside Plant
- 6. Watch Three: 12-hour Night Shift Bayside/Southeast Plant
- 7. Watch Four: 12-hour Night Shift at Westside/Oceanside Plant
- 8. Watch Four: 12-hour Night Shift Bayside/Southeast Plant
- 9. Watch Five: Operations 8-hour Day Shift (6:00 a.m. to 2:30 p.m., Monday-Friday)²
- 10. Maintenance 8-hour Day Shift (6:00 a.m. to 2:30 p.m., Monday-Friday)²

Under MOU section III.M, this bidding process does not apply to temporary assignments of less than ninety (90) days. In addition, under MOU section III.M, the SFPUC can make a WWE Stationary Engineer shift assignment outside of the bidding procedure upon mutual agreement between the Union and the SFPUC. If, after the annual shift bid has taken place but before implementation of the new shifts, either Party determines that the group of employees on a specific shift does not include an appropriate balance of employees with diverse levels of experience and skills to meet operational needs, the SFPUC and the Union shall meet to resolve the identified issues. To resolve these issues, either Party may request that identified employees change Watches.

If the Parties are unable to agree on requested Watch change(s), and notwithstanding the shift bidding procedures set forth above, or WWE seniority, the SFPUC can reassign up to four (4) employees (two sets of two) either between Watches One and Two or between Watches Three and Four (i.e., the employee remains on day or night shift at the same Plant) to balance employees' experience and skill levels across Watches. Any employee whose Watch is changed shall not be subject to future Watch changes during the next annual shift bid.

² Maintains status quo on premium waiver, as well as alternate shift options. The Parties understand that based on operational need, the department may temporarily assign qualified Maintenance staff to Operational job duties and Operations staff to Maintenance job duties.

Voluntary Shift-Change

Employees on an in WWE Operations and Maintenance may voluntarily participate in a semi-annual shift change process. 12-hour day shift may request to move to an Operations 12-hour night shift and vice-versa. Such voluntary shift changes shall take place on the first day of the first pay period of February, August, and November January and July of each year. The SFPUC shall provide at least six-weeks' advance notice by email to all WWE Stationary Engineers of the voluntary shift change process. Employees must shall be provided the opportunity to sign up to request a voluntary shift change to one or more designated shifts for a designated shift change date at least one month four weeks before the shift-change date, and the SFPUC shall be notified notify eligible employees two weeks before the shift-change date regarding new shift changes, if any, if such shift-change opportunities are available based on seniority. Employees may rescind their requests to change shifts within three (3) business days of submitting their a shift-change requests.

An employee may change shifts only if there is an employee in the opposite shift (from day to night, or night to day) in the same classification who has signed up for a voluntary shift change at the same time in the same semi-annual shift change, and both employees are eligible to exchange shifts. In addition, an employee on leave must show that the employee can return to work within thirty (30) days of the shift change date to be eligible to participate in the shift change process. Employees may change Watches from day shift to day shift, or night shift to night shift, upon mutual agreement between the SFPUC and the Union.

Seniority and employee certification grade shall be used when determining voluntary shift changes. The SFPUC will assign the most senior employee to their first selection, however, if an employee does not possess the appropriate certification grade, that employee shall be excluded from the voluntary shift-change process unless the employee can accept an available shift for which the employee qualifies.

Employees: (i) with documented performance deficiencies, including but not limited to employees on a Performance Improvement Plan, (ii) or currently under investigation or subject to pending discipline, (iii) provisional employees, (iv) as-needed employees, or (v) probationary employees who are not within 30 days of satisfactorily completing probation, are not eligible to participate in this voluntary shift change process. The SFPUC may delay the shift change date for up to ninety (90) days for any employee the SFPUC determines should remain on their current shift due to operational need for additional training on equipment and/or plant processes. Notwithstanding the limitations on voluntary shift changes set forth above, employees can participate in the voluntary shift-change process at any time subject to mutual agreement between the Union, the employees and the SFPUC.

SFPUC Management Right to Adjust the Number of Employees Assigned to the Ten (10) WWE Operations and Maintenance Shifts

The SFPUC may exercise its management right at any time to permanently adjust the number of employees assigned to the ten (10) Operations and Maintenance shifts listed above, and shall notify the Union of all such changes subject to impacts bargaining under the Meyers-Milias Brown Act.

In addition, and subject to the requirements of this paragraph, with two (2) months' notice, the SFPUC can also implement adjustments to employee shift assignments once

annually with such adjustments becoming effective in July of each year. If the Union requests meet and confer regarding such staffing adjustments, the SFPUC will engage in post-implementation meet and confer on any identified impacts. Before reducing the number of employees assigned to any given shift, the SFPUC agrees to seek volunteers for reassignment to other shifts. If there are no volunteers, the SFPUC shall then reassign the least senior employee. Any reassigned employee shall be allowed to displace other stationary engineers in the same classification in WWE Operations or Maintenance based on seniority and certification.

IV. WET WEATHER

When there is a 30% or greater chance of rain as predicted by the National Oceanic and Atmospheric Administration ("NOAA"), SFPUC management shall cover any additional staffing, in addition to regularly scheduled staff, if needed as determined in the SFPUC's sole discretion, through the overtime call-out procedure. Overtime shall first be offered through the overtime wheel to personnel (certified by the State Water Resources Control Board and qualified by WWE) on location, at either the Oceanside Plant or the Southeast Plant, and then throughout WWE.

V. LABOR/=MANAGEMENT COMMITTEE

Effective July 1, 2020, the The Parties shall establish maintain a Union/City Relations Committee ("Committee") with ~~two~~ four (24) members from the Union and ~~two~~ four (24) members from the City. Additional members may be invited to a meeting on a case-by-case basis subject to mutual agreement of the Parties. The Committee shall meet quarterly, at dates and times to be mutually agreed to by the Parties, to discuss operational issues at the SFPUC WWE. Additional Committee meetings may be scheduled on a case-by-case basis subject to mutual agreement of the Parties. The Parties agree to exchange a written agenda of issues to be discussed at least seven (7) calendar days before the scheduled Committee meeting.

The Parties agree that the Committees will not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement. The Committee shall have no right to determine issues under the exclusive jurisdiction of the Civil Service Commission. Finally, the Parties agree that the Committee will not discuss matters relating to pending grievances filed by the Union or an employee, discipline, or individual performance issues.

VI. PILOT PROGRAM SIDE LETTER COVERAGE

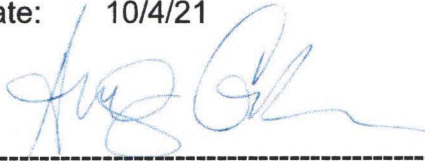
~~The Parties agree that the work schedules and terms and conditions of employment set forth in this Side Letter shall be established as a Pilot Program. The purpose of this Pilot Program is to address the operational needs facing the WWE. Under this Side Letter, the terms and conditions of Appendix A to this MOU no longer apply to WWE employees. The work and pay rules set forth in this Side Letter are subject to the grievance and arbitration procedures set forth in Section I.G of the MOU.~~

~~On or before June 1, 2021, either Party may request to reopen and meet and confer regarding WWE work and pay rules in this Side Letter. If the Parties are unable to reach agreement by July 1, 2021, as the exclusive impasse resolution procedure, the Parties will submit any issues remaining in dispute regarding WWE work and pay rules to a mediation/arbitration board~~

convened in accordance with the procedures set forth in Charter Section A8.409-4, except that with respect to A8.409-4(b), the Parties shall select and appoint board members, including Paul Reese as the neutral chairperson, and with respect to A8.409-4(k), the decision of the mediation/arbitration board, if any, shall be in accordance with the procedures and criteria set forth in Charter Section A8.409-4(d), and shall be issued on or before December 1, 2021. In all other respects, A8.409-4(k) shall apply. The Parties shall amend this Side Letter to reflect the decision of the mediation/arbitration board. In the event Paul Reese is not available, the Parties shall meet and agree upon a neutral chairperson on or before June 15, 2021. If no Party requests meet and confer by June 1, 2021, then this Side Letter shall become final.

FOR THE CITY

Date: 10/4/21



Ardis Graham
Employee Relations Director

FOR THE UNION

Date: 10/4/21



Jeff Gladieux
President



Bart Florence
Business Manager



Charlie Solt
Director of Public Employees



Stan Eichenberger
Business Representative

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney



Katharine Hobin Porter
Chief Labor Attorney