

File No. 100626

Committee Item No. 20

Board Item No. 23

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 18, 2010

Board of Supervisors Meeting Date 06/29/10

#### Cmte Board

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| <input type="checkbox"/>              | <input type="checkbox"/>              | Resolution                                   |
| <input checked="" type="checkbox"/>   | <input checked="" type="checkbox"/>   | Ordinance                                    |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Legislative Digest                           |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Budget Analyst Report                        |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Legislative Analyst Report                   |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Youth Commission Report                      |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Introduction Form (for hearings)             |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Department/Agency Cover Letter and/or Report |
| * <input checked="" type="checkbox"/> | * <input checked="" type="checkbox"/> | MOU  |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Grant Information Form                       |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Grant Budget                                 |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Subcontract Budget                           |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Contract/Agreement                           |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Award Letter                                 |
| <input type="checkbox"/>              | <input type="checkbox"/>              | Application                                  |
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#### OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 1 to MOU</u> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <u>Controller's Report</u>    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____                         |
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Completed by: Alisa Somera Date June 11, 2010  
Completed by: Alisa Somera Date June 21, 2010

An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document can be found in the file.



1 [Memorandum of Understanding, Amendment No. 1 – Laborers International Union, Local  
2 261]

3 Ordinance adopting and implementing Amendment No. 1 to the 2009-2011  
4 Memorandum of Understanding between the City and County of San Francisco and the  
5 Laborers, Local 261 by extending the term of the parties' Agreement through June 30,  
6 2012, and by implementing specified terms and conditions of employment for FYs  
7 2010-2011 and 2011-2012.

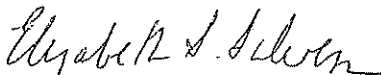
8 NOTE: Additions are single-underline italics Times New Roman;  
9 deletions are ~~strike-through italics Times New Roman~~.  
10 Board amendment additions are double-underlined;  
11 Board amendment deletions are ~~strikethrough-normal~~.

11 Be it ordained by the People of the City and County of San Francisco:

12 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1  
13 amending the 2009-2011 Memorandum of Understanding between the City and County of  
14 San Francisco and the Laborers, Local 261 by extending the term of the parties' Agreement  
15 through June 30, 2012, and by implementing specified terms and conditions of employment  
16 for fiscal years 2010-2011 and 2011-2012.

17  
18 Amendment No. 1 to the Memorandum of Understanding so implemented is on file in  
19 the office of the Board of Supervisors in Board File No. 100626.

20  
21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA, City Attorney

23 By:   
24 ELIZABETH S. SALVESON  
25 Chief Labor Attorney

MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

And

THE LABORERS INTERNATIONAL UNION, LOCAL 261

JULY 1, 2009 - JUNE 30, 2012

Revised Per Amendment #1

AMENDMENT No. 1  
TO THE 2009-2012 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
THE LABORERS INTERNATIONAL UNION, LOCAL 261

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The parties hereby amend and extend the Memorandum of Understanding as follows:

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**I.G. GRIEVANCE PROCEDURE**

Expedited Arbitration

~~39. Upon mutual agreement between the City and the Union, expedited arbitration shall be used to hear appeals of all disciplinary actions short of termination.~~

39a. Grievances of disciplinary suspensions of not greater than fifteen (15) days, and grievances of contract interpretation where the remedy requested would not require approval by the Board of Supervisors shall be resolved through an expedited arbitration process; however, by mutual agreement, the parties may move such matters out of the expedited process to regular arbitration procedures provided herein.

39b. The expedited arbitration shall be conducted before an arbitrator, to be mutually selected by the parties, and who shall serve until the parties agree to remove him/her or for twelve months, whichever comes first. A standing quarterly expedited arbitration schedule will be established for this process. The parties agree not to utilize court reporters or electronic transcription. The parties further agree not to utilize post-hearing briefs.

39c. Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne and paid in full and shared equally by the parties.

39d. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

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**II.D. TRAVEL PAY**

80. Employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport or Sharp Park

shall be reimbursed for travel expenses to and from these locations in the amount of \$2.30 per day. Employees who reside within the City and County of San Francisco and are assigned to work at Millbrae shall be reimbursed for travel expenses to and from this location in the amount of \$2.00 per day.

1. Effective July 1, 2010, travel pay for employees who reside within the City and County of San Francisco and are assigned to work at San Francisco International Airport, Sharp Park or Millbrae shall sunset.
2. Employees who reside within the City and County of San Francisco and are assigned to work at Sunol shall be reimbursed for travel expenses to and from Sunol in the amount of \$7.00 per day. In order for an employee to be eligible for this benefit, he or she must file a verified affidavit with the Civil Service Commission stating their legal residence is at a particular address in the City and County of San Francisco.

#### Travel for Temporary Assignments

82a. If a department temporarily assigns an employee to work at another location outside of the City and County of San Francisco and the employee is required to transport himself/herself to a location further than the distance to his/her regularly assigned location, the employee shall not be required to travel on his/her own time for that portion of the trip which exceeds the normal commute time to his/her regular work location.

82b. Employees using their own vehicle shall be reimbursed for mileage at the rate allowed by the IRS and toll expenses for the difference in distance between the employee's commute to his/her regularly assigned work location and the temporary location, provided that the employee's regular and temporary work locations are not both within the City and County of San Francisco.

82c. The provisions in 82a and 82b above shall not apply to employees who must be temporarily reassigned due to facility closure. In the event of such closure, the City will provide the Union with notice and an opportunity to meet and confer over the impact of the closure.

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## II.G. SUBCONTRACTING

2. Advance Notice to Union on Personal Services Contracts
3. a. Departments shall notify the Union of proposed personal services contracts where such services could potentially be performed by represented classifications. Such notification shall occur no later than the date a department sends out requests for proposals. At the time

the City issues a Request for Proposals ("RFP")/Request for Qualifications ("RFO"), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify the union of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.

4. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make the written request to the Human Resources Director with a copy forwarded to the appropriate department within ten (10) working days after the Union receives notice of the Department's proposed personal services contract. If the Union fails to request to meet within the ten (10) working days, it waives its right to meet with the City.

5. c. The parties may discuss Discussions shall include, but not be limited to, possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

- 95a. d. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.

- 95b. e. The City agrees to provide the union with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

2a. Advance Notice to Union on Construction/Maintenance or Job Order Contracts

95c. a. At the time the City issues an invitation for a Construction Bid and Specifications, the City shall notify the Union with a copy to the San Francisco Building Trades Council of any construction/maintenance or job order contract(s), where such services could potentially be performed by represented classifications.

95d. b. If the Union wishes to meet with a department over a proposed construction/maintenance contract, the Union must make its request to the appropriate department within two weeks after the receipt of the department's notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.

95e. c. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards and commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph b.

95f. d. The City agrees to provide the San Francisco Building Trades Council with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed construction/maintenance contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

2b. Joint Labor Management Committee on PSCs and Construction/Maintenance Contracts

95g. a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:



- 95h. (1) Review areas of General Fund and Enterprise PSCs and other city contracts, including construction/maintenance contracts, affecting members with the goal of ensuring appropriate use of Civil Service classifications.
- 95i. (2) Explore establishing workload forecasting by city departments.
- 95j. (3) Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
- 95k. (4) Existing committees set out in individual union MOUs shall continue as sub-committees under this provision but shall take on specific areas of concern so as to avoid redundant efforts. The parties agree to set meeting agendas in advance to increase efficiency.
- 95l. b. The Committee will be comprised of eight (8) members of the PEC and eight (8) City representatives. Release time is to be provided for work of this Committee. The Committee will complete its work by June 30, 2012.

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#### II.Ia. TEMPORARY ASSIGNMENTS

- 98a. Where possible, departments will provide employees with two weeks' notice prior to the effective date of a temporary assignment to a different work location. A department will not reassign employees to another work location temporarily for arbitrary or capricious reason(s).

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#### II.J. WORKFORCE REDUCTION

##### Layoff Limitations

- 101a. A. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the Public Employees Committee of the San Francisco Labor Council (PEC) and Laborers, Local 261 that result in complete loss of City employment will be limited to four hundred twenty-five (425) positions, including notices already issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod

Carriers, Local 166; Building Inspectors' Association; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); the San Francisco Institutional Police Officers' Association and Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit).

101b. B. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section C.(3) below.

101c. In such event, the City will provide the PEC and Laborers, Local 261 with complete and current Budget Information (as defined in Section E below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. The Laborers may also request to attend said meeting. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers-Milias-Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not

limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

101d. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:

101e. (1) The Three-Month Budget Status Report, Six-Month Budget Status Report, and Nine-Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC and Laborers, Local 261 with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or

101f. (2) The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal

Year 2010-11 layoffs in addition to any layoffs under Section C.(1) above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. The Laborers may also request to attend said meeting. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or

101g. (3) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.

101h. D. Fiscal Year 2011-12: The City agrees to provide the PEC and Laborers, Local 261 with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

101i. E. "Budget Information", for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three-Month, Six-Month, and Nine-Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current

monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.

101j. F. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

II.Ja. REORGANIZATION

101k. The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.

101l. Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.

101m. Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.

101n. Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.

II.Jb. MINIMUM NOTICE FOR DISPLACEMENTS

101o. For Fiscal Years 2010-2011 and 2011-2012 only, the City will provide ten (10) business days notice to employees who are subject to displacement due to layoffs. To the extent this notice period extends

beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in his/her classification and department for the remainder of the notice period.

II.Jc. UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

101p. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.

101q. It is understood that to the degree increased utilization of such employees may be required in certain represented classifications to provide staffing coverage due to employees taking furlough days as described in paragraph 130a, such work will be offered to holdovers in such represented classifications.

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III.A. WAGES

6. ~~Effective July 1, 2006, all members of the bargaining unit shall receive a base wage increase of 7.0% in exchange for their agreement to resume paying their own employee retirement contribution to SFERS in the amount of 7.5% of covered gross salary.~~

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III.C. WORK SCHEDULES

e1. Unpaid Furlough Days in FY 2010-11 and 2011-12

130a. Notwithstanding the provision of Article III.C.1.e.(9), above, covered employees shall take twelve (12) unpaid furlough days in fiscal year 2010-2011 and twelve (12) unpaid furlough days in fiscal year 2011-2012 with the total amount of unpaid furlough days in fiscal year 2011-2012 based on specific economic projections pursuant to paragraphs 130i through 130l, using the following procedures:

- 130b. (1) Employees may take unpaid furlough days in hourly increments, subject to a four-hour minimum.
- 130c. (2) All unpaid furlough days must be scheduled no less than five (5) working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.
- 130d. (3) Subject to the operational needs of the department, covered employees shall take one (1) mandatory unpaid furlough day on the day before the Thanksgiving Holiday and the four (4) mandatory unpaid furlough days during the weekdays between the Christmas and New Year's Day holidays.
- 130e. (a) The City will evaluate City departments or divisions for which Minimum Staffing Days are appropriate. Minimum Staffing Days may take the form of complete closures or minimum staffing. On or before August 1, 2010 and August 1, 2011, the City will notify the PEC which departments/divisions have been slated for Minimum Staffing Days and/or reduced staffing. If the PEC has any concerns regarding the list, it must make its concerns known to DHR within fourteen (14) calendar days. DHR agrees to discuss any concerns raised by the PEC via this process. If the PEC finds DHR's response inadequate, it may elevate its concerns to the Mayor, who will be the final arbiter of any such dispute. The Minimum Staffing Days currently identified and agreed to by the City and the PEC are the non-holiday work days between Christmas and New Years and the Wednesday prior to the Thanksgiving weekend – five (5) days.

- 130f. (4) If more than half of the remaining unpaid furlough days in each fiscal year are not scheduled on or before January 15 in each respective fiscal year, the supervisor will schedule any remaining days in consultation with the employee. All remaining furlough days not scheduled on or before May 1 in each respective fiscal year will be scheduled by the supervisor. The Employee Relations Director will be available to assist in the resolution of disputes over scheduling of furlough days. If an employee does not submit a request for furlough days (or if he/she does not cooperate in the resolution of any dispute over scheduling of furlough days), days off will be assigned to him/her by management.
- 130g. (5) Employees may elect to use unpaid furlough days on any day(s) when departments notify employees that there are inclement weather conditions, lack of work, shortage of supplies, traffic conditions, or other unusual circumstances.
- 130h. (6) For the purpose of determining eligibility for overtime payment, the unpaid furlough days in paragraph 130a shall be considered time worked.
- 130i. (7) In the event the City's FY 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-12 to be less than \$261 million, the parties agree to reduce the twelve (12) unpaid furlough days (or corresponding equivalent concessions) according to the following schedule:
- 130j. (a) Deficit of \$150-\$261 million: to five (5) unpaid furlough days to be taken by employees in FY 2011-12.
- 130k. (b) Deficit from \$100 up to \$150 million: to three (3) unpaid furlough days for FY 2011-12.



1301.

(c) Deficit less than \$100 million: to zero (0) unpaid furlough days.

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III.E. ADDITIONAL COMPENSATION

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14. PUBLIC OUTREACH/PUBLIC SAFETY CROSS TRAINING PREMIUM

7. It is understood that bargaining unit members are frequently required to address social service needs and problems as well as threats to public health and safety posed in our streets and parks.

8. To ensure that bargaining unit members are trained adequately to deal directly with members of the public and to properly refer citizens to appropriate City agencies, all bargaining unit members shall be cross-trained with public outreach and public safety skills which shall include techniques in safety

9. In 2004-05, Departments shall develop and administer this cross training program and shall certify each employee's successful completion. Training shall be mandatory for all covered employees.

10. ~~Effective July 1, 2005, e~~Covered employees shall receive a 1% premium for all paid hours for successful completion of Public Outreach/Public Safety cross training. Employees shall be required to participate in training and maintain certification on an ongoing basis.

15. DEPARTMENT OF PUBLIC WORKS-LABORERS APPRENTICESHIP PROJECT

11. Employees appointed to Class 7501 Environmental Service Worker who are actively enrolled in the Laborers Apprenticeship Project shall be compensated as follows:

12. a. ~~For Fiscal Year 2004-2005, employees appointed to Class 7501 Environmental Service Workers who are enrolled in the Department of Public Works Laborers Apprenticeship Project shall enter at Step 2. Upon satisfactory completion of 500 actual hours worked in the Apprenticeship Project, employees will advance to Step 3.~~

13. b. ~~Effective July 1, 2005,~~ Employees appointed to Class 7501 Environmental Service Worker who are enrolled in the Laborers Apprenticeship Project shall be compensated in relation to a Class 7514 General Laborer based on actual hours worked as follows:

<u>Time in the Appren. Project (Actual Hours Worked)</u>	<u>Compensation</u>
Upon Appointment	55% of 5 <sup>th</sup> Step 7514 General Laborer
500 hours	60% of 5 <sup>th</sup> Step 7514 General Laborer
1000 hours	65% of 5 <sup>th</sup> Step 7514 General Laborer
1500 hours	70% of 5 <sup>th</sup> Step 7514 General Laborer
2000 hours	75% of 5 <sup>th</sup> Step 7514 General Laborer
2500 hours	80% of 5 <sup>th</sup> Step 7514 General Laborer

14. c. Hours spent at the Training Center or at on-site DPW training shall not count toward actual hours worked for purposes of advancement in compensation as delineated in section a. and b. above.

15. d. Actual hours worked during fiscal year 2004-2005 will be counted to meet required service for purposes of compensation.

16. The Department of Public Works-Laborer's Apprenticeship Project shall be jointly administered consistent with the Project Guidelines appended for informational purposes only to the MOU (Attachment A). The City shall allocate the following funds which shall be used by the Union to provide funding for the Project training program, including administrative costs and training-related expenses. For Fiscal Year 2006-2007, the City shall allocate to the Union's Local 261 Training Fund up to two thousand, four hundred and fifty dollars (\$2,450) per each full-time 7501 Environmental Service Worker participant in the Project per fiscal year; and up to a maximum of fifty-eight thousand, five hundred dollars (\$58,500). For Fiscal Years 2007-2008, and 2008-2009, 2009-2010, 2010-2011 and 2011-2012, the City shall allocate to the Union's Local 261 Training Fund four thousand, two hundred and fifty dollars (\$4,250) per each 7501 Environmental Service Worker participant per fiscal year. The City's allocation will not exceed seventy-five (75) participants for a total of three hundred eighteen thousand seven hundred and fifty dollars (\$318,750) per fiscal year.

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III.L.

HEALTH INSURANCE

3.

SINGLE EMPLOYEES HEALTH CARE CONTRIBUTION

17.

For "medically single"/Employee-Only employees, (i.e., benefited employees not receiving the contribution paid by the City for dependant health care benefits), the City shall contribute all of the premium for the employee's own health care benefit coverage.

Fiscal Year 2011-12 and Thereafter

260a.

The City and the Union will meet no later than January 1, 2011, concluding before January 31, 2011, to identify changes to MOU-negotiated premium payments that would yield anticipated savings similar to those achieved in paragraph 260b.

260b.

Should the City and the Union not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically-single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically-single/Employee-Only enrollees. Employees who elect to enroll in the City plan in this category must pay the difference between the capped amount of the City plan described above and the cost of City plan coverage in the medically-single/Employee-Only category.

260c.

If no mutual agreement on another option is reached as described in paragraph 260b, and if an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically-single/Employee-Only coverage under the City plan.

III.M.a.

Retirement Restoration

269a.

For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the unpaid furloughs described in Section III.C.e.1., the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid furloughs described in Section III.C.e.1. of this Agreement for the period used by the applicable retirement system to determine

the employee's final compensation for retirement purposes (Final Compensation Period).

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**III.X. EDUCATION FUND**

296. Effective July 1, 2005, a one time allocation of 1% of the bargaining unit's payroll will be dedicated to an education fund to be administered by Dept. of Human Resources for course work and training related to subjects germane to job duties of covered employees, including apprentices. Education fund criteria can be established by the Joint Labor Management Committee. Employees in covered classifications may be eligible to receive a maximum of five hundred dollars (\$500) per fiscal year from the education fund. Reimbursement will be administered in accordance with Department of Human Resources Guidelines. Unexpended funding as of June 30<sup>th</sup> of any fiscal year shall be carried over to the next fiscal year.
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**III.Y. RETIREE HEALTH CARE TRUST FUND**  
**For Informational Purposes Only**

18. Effective ~~January 8, 2011~~ July 1, 2013, all employees covered under this MOU shall contribute 2% of pre-tax compensation to the Retiree Health Care Trust Fund created pursuant to Charter Section A8.432. Effective ~~January 8, 2011~~ July 1, 2013, the City shall contribute 1% of pre-tax compensation for all employees covered under this MOU into the same fund. Notwithstanding the foregoing, the provisions and operation of the Retiree Health Care Trust Fund, including the post January 9, 2009 employee contributions to the fund required under A8.432, shall be determined pursuant to Charter Sections 12.204 and A8.432, and shall not be subject to the dispute resolution procedures contained in Charter Section A8.409-4.
- 

**IV.A. PROTECTIVE CLOTHING**  
**RAIN GEAR**

19. Employees covered by this agreement may be provided with coveralls, work pants or other protective clothing as deemed appropriate by and authorized by the Appointing Officer and subject to the availability of funds. The employee may choose to receive overalls/coveralls or work pants.
- 

**V.C. DURATION OF AGREEMENT**

20. This Agreement shall be effective July 1, 2009 and shall remain in full force and effect through June 30, ~~2011~~2012.
- 

## APPENDIX A: PAST PRACTICES

### Camp Mather

There shall be sign-up sheets to work at Camp Mather.

Room and board while at Camp Mather provided per Annual Salary Ordinance.

All employees assigned to work at Camp Mather shall be paid travel time to and from Camp Mather.

### All apprenticeship activities at Camp Mather are subject to approval by Management.

Overtime at Camp Mather will be administered in accordance with the Camp Mather Rules cited below:

- Based on Gardener's departmental seniority;
- Sign-ups will be March of each year;
- Must receive Supervisor's approval to go;
- An individual gardener may attend once and restricted until sign-up list has been cycled through;
- Periods will be two (2) weeks in the months of May and September of each year.
- Gardeners shall sign up for either Spring or Fall;
- Gardeners may be required to work everyday while at Camp Mather, must be willing to work 12 days, eight hour days; if assigned, weekend work shall be compensated according to the MOU.
- Notice of Invitation will be three (3) working weeks before date of assignment.
- Gardeners will be required to work regardless of weather conditions.
- One person per section/complex will be allowed to go by department, seniority and season.





CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF THE CONTROLLER

Ben Rosenfield  
Controller

Monique Zmuda  
Deputy Controller

June 16, 2010

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 100626: Amendment to the Memorandum of Understanding (MOU) with Laborers  
International Union, Local 261

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the Amendment (amendment) between the City and County of San Francisco and the Laborers International Union, Local 261 (Laborers). The amendment applies to the period commencing July 1, 2009 through June 30, 2012, affecting 1,071 authorized positions with a salary base of approximately \$59.5 million and an overall pay and benefits base of approximately \$74.4 million. Although not members of the Public Employees Committee of the San Francisco Labor Council (PEC), the Laborers have agreed to the terms outlined in the summary letter.

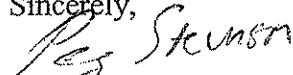
The amendment extends the term of the contract through FY 2011-2012. Based on our analysis, the amendment will result in a \$3.3 million savings in FY 2010-2011. These savings are a result of the furlough days and wage-based fringe savings resulting from lower wage payments. The Laborers agreed to have employees take furloughs in no less than four hour increments. The same concessions continue in FY2011-12.

The amendment provides that employees who retire during the term of the agreement whose compensation is impacted by the furlough will receive a payment equaling the pensionable value of the unpaid days that impact the retirement benefit. This will result in a cost to the City that will be determined by San Francisco Employees' Retirement System and is dependent on each retiree's circumstances.

Should the PEC and City be unable to find \$3 million in health care savings next year, the PEC health benefits provision applies and could result in \$94,000 in savings in FY2011-12 under this bargaining unit.

The cost of continuing existing health and dental benefits provided in the amendment to the MOU will increase by approximately \$152,000 in FY 2010-2011. If you have additional questions or concerns please contact me at 554-7500 or Peg Stevenson of my staff at 554-7522.

Sincerely,

  
Ben Rosenfield  
Controller

cc: Martin Gran, ERD  
Harvey Rose, Budget Analyst

**Amendment # 1 extending MCO through June 30, 2012**  
**Laborers International Union, Local 261**  
**Estimated Costs/(Savings) FY 2010-2013**  
**Controller's Office**

<u>Annual Costs/(Savings)</u>	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>
<b>Wages</b>		
July 1, 2010 - June 30, 2011: 12 furlough days	(\$2,746,033)	\$0
July 1, 2011 - June 30, 2012: 12 furlough days		
<b>Wage-Related Fringe Increases/(Decreases)</b>	<u>(\$545,247)</u>	<u>\$0</u>
<b>Benefits</b>		
Cap on City contribution for medically single City Plan employees		(\$94,450)
<b>Annual Amount Increase/(Decrease)</b>	<u>(\$3,291,279)</u>	<u>(\$94,450)</u>
Budgeted Estimates for Cost Increase in Existing Benefits	\$152,281	\$156,545