

File No. 100627

Committee Item No. 21
Board Item No. 37

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date June 18, 2010

Board of Supervisors Meeting Date June 22, 2010

Cmte Board

- | | | |
|---------------------------------------|---------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <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 |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

(Use back side if additional space is needed)

- | | | |
|-------------------------------------|-------------------------------------|-------------------------------|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Amendment No. 3 to MOU</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Controller's Report</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

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. 3 – Automotive Machinists Union, Local
2 1414]

3 Ordinance adopting and implementing Amendment No. 3 to the 2006-2011
4 Memorandum of Understanding between the City and County of San Francisco and the
5 Automotive Machinists Union, Local 1414, Machinists Automotive Trades District 190,
6 International Association of Machinists and Aerospace Workers by extending the term
7 of the parties' Agreement through June 30, 2012, and by implementing specified terms
8 and conditions of employment for FYs 2010-2011 and 2011-2012.

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

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

13 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 3
14 amending the 2006-2011 Memorandum of Understanding between the City and County of
15 San Francisco and the Automotive Machinists Union, Local 1414, Machinists Automotive
16 Trades District 190, International Association of Machinists and Aerospace Workers by
17 extending the term of the parties' Agreement through June 30, 2012, and by implementing
18 specified terms and conditions of employment for fiscal years 2010-2011 and 2011-2012.

19 Amendment No. 3 to the Memorandum of Understanding so implemented is on file in
20 the office of the Board of Supervisors in Board File No. 100627.

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

MACHINISTS UNION, LOCAL 1414

INTERNATIONAL ASSOCIATION OF MACHINISTS

& AEROSPACE WORKERS

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190

JULY 1, 2006- JUNE 30, 2012

Revised Per Amendment #3

AMENDMENT No. 3
TO THE 2006-2011 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE MACHINISTS UNION, LOCAL 1414

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

I.J. WORKFORCE REDUCTION

1. 1. Obligation to Meet & Confer on Employee Workloads - The City and Union acknowledge that there had been and may continue to be a reduction in the city workforce primarily as a result of reduced revenue and inflation.
2. The City recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on employee workloads.
3. The City shall provide any written information relating to staffing levels and workloads in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.
4. 2. Advance Notice of Pending Layoffs - Any employee who is to be laid off due to the lack of work or funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) calendar days prior to the effective date of the layoff. Such thirty (30) calendar day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this section shall not apply to "as needed" or intermittent employees hired for a specific period of time or for the duration of a specific project or employees who are bumped from their position.
5. Between the date of ratification of this Agreement through November 15, 2009, the City shall not effectuate layoffs of any represented employees. This shall not include any displacement actions that result from layoffs effectuated in non-Machinists bargaining units.

Layoff Limitations

- 70a. 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 Machinists Union, Local 1414 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); Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit); and the San Francisco Institutional Police Officers' Association.

70b. 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.

70c. In such event, the City will provide the PEC and the Machinist Union, Local 1414 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 Machinists 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.

70d. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:

70e. (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 the Machinists Union, Local 1414 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. The Machinists 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. 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

70f. (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 and the Machinists Union, Local 1414 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 Machinists 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

70g. (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.

70h. D. Fiscal Year 2011-12: The City agrees to provide the PEC and the Machinist Union, Local 1414 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. The Machinists 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. 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.

70i. 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.

70j. 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.

I.Ja. REORGANIZATION

70k. 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.

70l. 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.

70m. 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.

70n. 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.

I.Jb. MINIMUM NOTICE FOR DISPLACEMENTS

70o. 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.

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

70p. 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.

70q. 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 floating holidays as described in paragraph 130, such work will be offered to holdovers in such represented classifications.

I.Jd. BARGAINING UNIT WORK

70r. The City agrees that it will not assign work currently performed by employees under this Agreement to City employees in other bargaining units.

II.G. SUBCONTRACTING

Subcontracting of Work - City Charter 10.104

1. "Prop J." Contracts:

6. a. The City agrees to notify the Union no later than the date a department sends out Requests for Proposals when contracting out of a City service and authorization of the Board of Supervisors is necessary in order to enter into said contract.

7. b. 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.
8. c. Prior to any final action being taken by the City to accomplish the contracting out, the City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to such matters including, but not limited to,
 - (1) possible alternatives to contracting or subcontracting;
 - (2) questions regarding current and intended levels of service;
 - (3) questions regarding the Controller's certification pursuant to Charter Section 10.104;
 - (4) questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and
 - (5) questions relating to the effect on individual worker productivity by providing labor saving devices;
9. d. The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract so that the particular issues may be fully explored by the Union and the City.

2. Advance Notice to Unions on Personal Services Contracts

10. 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 ("RFQ"), 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.
- 11a. b. If the Union wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after the Union's receipt of the department's notice.
- 11b. c. 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.

111c. 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.

111d. 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.

3. Advance Notice to Employee Organizations of the Construction/Maintenance or Job Order Contracts

111e. a. At the time the City issues an invitation for a Construction Bid and

Specifications, the City shall notify 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.

111f. 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.

111g. 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.

- 111h. 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.
4. Joint Labor Management Committee on PSCs and Construction/Maintenance Contracts
- 111i. a. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:
- 111j. (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.
- 111k. (2) Explore establishing workload forecasting by city departments.
- 111l. (3) Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
- 111m. (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.
- 111n. 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.
-

III.B. WORK SCHEDULES

3. Voluntary Time off Program ("VTOP")
11. The mandatory furlough provisions of Civil Service Commission Rules shall not apply to covered employees.

12. a. General Provisions: Upon receipt of a projected deficit notice from the Controller, an appointing officer shall attempt to determine, to the extent feasible and with due consideration for the time constraints which may exist for eliminating the projected deficit, the interest of employees within the appointing officer's jurisdiction in taking unpaid personal time off on a voluntary basis.
13. The appointing officer shall have full discretion to approve or deny requests for voluntary time off based on the operational needs of the department and any court decrees or orders pertinent thereto. The decision of the appointing officer shall be final except in cases where requests for voluntary time off in excess of ten (10) working days are denied.
- b. Restrictions on Use of Paid Time Off while on Voluntary Time Off
14. (1) All voluntary unpaid time off granted pursuant to this section shall be without pay.
15. (2) Employees granted voluntary unpaid time off are precluded from using sick leave with pay credits, vacation credits, compensatory time off credits, floating holidays, training days or any other form of pay for the time period involved.
16. (3) Duration and Revocation of Voluntary Unpaid Time Off - Approved voluntary time off taken pursuant to this section may not be change by the appointing officer without the employee's consent.
- ~~17. Notwithstanding the provision of Article III.B.3. above, covered employees shall take four (4) unpaid furlough days during the period June 30, 2009 through June 30, 2010. By Friday, July 17, 2009, each covered employee must submit to the Departmental Personnel Officer or designee a list of requested furlough days (i.e., dates the employee would prefer to take off his/her 4 required furlough days). These dates would be subject to approval by management based on operational need. If the employee's requested dates are rejected, the employee and management will find mutually agreeable alternative dates prior to the end of FY 2009 10. 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. Unpaid furlough days will be considered time worked for purposes of overtime.~~

18.

Notwithstanding the provision of Article III.B.3. above, covered employees shall take ~~three (3)~~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 triggers pursuant to paragraph 130h below, using the following procedures: By Friday, July 9, 2010, each covered employee must submit to the Departmental Personnel Officer or designee a list of requested furlough days (i.e., dates the employee would prefer to take off his/her 3 required furlough days). These dates would be subject to approval by management based on operational need. If the employee's requested dates are rejected, the employee and management will find mutually agreeable alternative dates within the FY 2010-11. 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. Unpaid furlough days will be considered time worked for purposes of overtime.

130a. (1) Employees may take unpaid furlough days in hourly increments, subject to a four-hour minimum.

130b. (2) All unpaid furlough days must be scheduled no less than 5 working days in advance, subject to prior scheduling approval of the Appointing Officer or designee.

130c. (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.

130d. (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.

- 130e. (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.
- 130f. (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.
- 130g. (6) For the purpose of determining eligibility for overtime payment, the unpaid furlough days in paragraph 130 shall be considered time worked.
- 130h. (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:
- 130i. (a) Deficit of \$150-\$261 million: to five (5) unpaid furlough days to be taken by employees in FY 2011-12.
- 130j. (b) Deficit from \$100 up to \$150 million: to three (3) unpaid furlough days for FY 2011-12.
- 130k. (c) Deficit less than \$100 million: to zero (0) unpaid furlough days.
-

10. RETIREMENT RESTORATION PAYMENT

19. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid furlough days, the City will provide restoration pay equaling the pensionable value of the unpaid furlough days for the period used by the San Francisco Employees' Retirement System to determine the employee's final compensation for retirement purposes. 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.B.3.b., the City will make available restoration pay in a lump sum equivalent to the pensionable value of the unpaid furloughs described in Section III.B.3.b. 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).
-

III.J. HEALTH BENEFIT CONTRIBUTIONS

5. MEDICALLY SINGLE EMPLOYEES

181. For "medically single"/Employee-Only employees, (i.e., benefited employees not receiving the contribution paid by the City for dependent 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

- 181a. The City and the PEC will establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.

- 181b. Should the committee 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.

- 181c. If no mutual agreement on another option is reached as described in paragraph 181b, 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.

20. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits or retirement contributions; nor shall such contributions be taken into account on determining the level of any other benefit which is a function of or percentage of salary.

III.Qa ADMINISTRATIVE CODE CHAPTER 12W – PAID SICK LEAVE ORDINANCE

207a. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly waived in its entirety with respect to employees covered by this Agreement.

IV.F. PROTECTIVE COVERALLS

21. For employees working in classifications covered by the term of this Agreement, the City agrees to provide one clean pair of protective coveralls (or work pants) each working day to each employee. The employee may choose to receive overalls/coveralls or work pants. The cost of coveralls (or work pants) and laundering of the same shall be paid by the City. The employee is responsible for safeguarding coveralls (or work pants) issued to him/her and will be held responsible for the un-depreciated value of any coveralls lost, stolen, or damaged beyond fair wear and tear. Evidence of forced entry to an employee locker will be grounds for relieving an employee of responsibility for stolen coveralls. Responsibility for losses of individual sets of coveralls (or work pants) will be determined by the worker's supervisor on a case-by-case basis.
22. No employee in a classification covered by this Agreement shall be required to work in a location where he/she comes in contact with raw sewage or toxic or hazardous chemicals or substances if not provided with protective clothing as deemed appropriate for the purpose by the employee and his/her appointing officer.
23. The City agrees to provide one clean pair of protective coveralls, ~~or~~ bib-overalls, or work pants each working day to each represented employee in a machinist job code. The employee may choose to receive overalls/coveralls or work pants. The option for bib-overalls, ~~or~~ coveralls, or work pants shall be given once a year. The cost of the bib-overalls, ~~or~~ coveralls, or work pants and laundering of the same shall be paid by the City. The employee is responsible for safeguarding bib-overalls, ~~and/or~~ coveralls, and/or work pants issued to him/her and will be



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 100627: Amendment to the Memorandum of Understanding (MOU) with
Machinists Union, Local 1414

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of Amendment #2 (amendment) to the MOU between the City and County of San Francisco and the Machinists Union, Local 1414. The amendment applies to the period commencing July 1, 2006 through June 30, 2012, affecting 155 authorized positions with a salary base of approximately \$11.2 million and an overall pay and benefits base of approximately \$14.2 million. While not included in the Public Employees Committee of the San Francisco Labor Council (PEC), Local 1414 has agreed to the majority of the terms in the summary letter.

The amendment to the MOU extends the contract through FY2011-12. Based on our analysis, the amendment will result in a \$402,000 savings in FY2010-11. The approximate savings from previous concessions for FY2010-11 is 131,000. During the term of the amendment, represented employees shall observe 12 unpaid furlough days in FY 2010-11, resulting in \$394,000 dollar cost savings in wages, as compared to base budget. The same concessions continue in FY2011-12, resulting in an additional incremental cost savings of \$131,000.

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.

In FY2010-11, the amendment re-establishes the tool allowance previously agreed to as a concession, for a cost of approximately \$67,000.

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 \$17,000 in savings in FY2011-12 under this bargaining unit.

The cost of continuing existing health and dental benefits provided in the amendment will increase by approximately \$138,000 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
Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

Amendment 3, MOU extension through June 30, 2012
Machinists Union, Local 1414, MTA Employees Only
Estimated Costs/(Savings) FY 2010-2013
Controller's Office

<u>Annual Costs/(Savings)</u>	<u>FY 2010-2011</u>	<u>FY 2011-2012</u>
Wages		
July 1, 2010 - June 30, 2011: 12 furlough days	(\$393,674)	(\$131,225)
July 1, 2011 - June 30, 2012: 12 furlough days		
Premiums/Other Payments		
Reinstate annual tool allowance	\$67,000	
	(\$75,389)	(\$25,130)
Wage-Related Fringe Increases/(Decreases)	<hr/>	<hr/>
Benefits		
Cap on City contribution for medically single City Plan	-	(\$17,046)
Annual Amount Increase/(Decrease)	<hr/> <hr/>	<hr/> <hr/>
	(\$402,062)	(\$173,400)
 Budgeted Estimates for Cost Increase in Existing Benefits	 \$137,846	 \$147,055
Previously negotiated savings in addition to above	(\$131,225)	