



Plumbers, Local 38 Bargaining Summary

Issue	MOU Section	Summary
Wages	III.A.	<p>Effective 07/01/2019: 3%</p> <p>Effective 12/28/2019: 1%</p> <p>Effective 07/01/2020: 3% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2020 will be delayed by 6 months.</p> <p>Effective 12/26/2020: 0.5% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on December 26, 2020 will be delayed by 6 months.</p> <p>Effective 07/01/ 2021: 3% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2021 will be delayed by 6 months.</p> <p>Effective 01/08/2022: 0.5% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on January 8, 2022 will be delayed by 6 months.</p>
Equity Adjustments	III.X.	<p>The following classifications will receive equity adjustments:</p> <ul style="list-style-type: none">• 7134 Water Construction and Maintenance Superintendent (7.5% base wage increase)• 7353 Water Meter Repairer (3% base wage increase on 07/01/2019, 3% base wage increase on 07/01/2020, and 3% base wage increase on 07/01/2021)• 7240 Water Meter Shop Supervisor I (3% base wage increase on 07/01/2019, 3% base wage increase on 07/01/2020, and 3% base wage increase on 07/01/2021)
Union Security	I.J	<p>Strikes current language regarding agency fees. Provides new language in conformance with Janus decision and SB 866 requirements regarding the collection of union membership dues.</p>
Non Discrimination	II.A	<p>Updates list of Title IX protected classes.</p> <p>Requires election of internal remedies for discrimination or harassment (i.e., grievance or EEO complaint)</p>



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Grievance Procedure	I.I.	Requires grievance includes specific details at each step. Changes timelines working days to calendar days. Provides that written reprimands are not subject to the grievance procedures. Employee may submit a timely rebuttal to reprimand. Waives right to attorneys' fees and monetary relief for more than 30 days.
Reasonable Accommodation	II.B	Requires election of remedies for appeal of a reasonable accommodation decision.
Gender Pronouns	Multiple Sections	In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.
Recognition	I.A.	Updates to reflect changes in classifications covered by this Agreement.
Apprenticeship Program	I.K	The parties support the objective of increasing the percentage of underrepresented groups in City apprenticeship programs. Adds language regarding the goals and responsibilities of the parties to reach this objective.
Category 17 & 18 Exempt Employees	II.F.	Union and City will meet to review and identify exempt appointments in Category 17 and 18 that may be appropriate to convert to permanent civil service.
Credit for Time Served in Temporary Position	II.G.	An employee who has completed probation in a permanent position and who is laid off from that position, is continuously employed in another classification, and is thereafter re-employed in the former classification shall receive credit for the time served while laid off from the permanent position.
Release of Category 18 Exempt Employees	II.H.	Eligible Category 18 employees with over 12 months of service who are released from employment have the option to receive up to nine (9) weeks of severance or an Advisory Administrative Appeal.
Probationary Period	II.L.	Clarifies that probationary period is based on hours worked, not months employed pursuant to Civil Service Rules. Inserts language clarifying that probationary hours include legal holiday pay and must be regularly scheduled hours.
No Pyramiding	III.E.	There shall be no pyramiding of benefits beyond that required by the FLSA. An employee may be due multiple premiums, however, each premium shall be separately calculated against an employee's base rate of pay.



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Night Duty Pay	III.E.	New premium – employees in classifications 7213 Plumber Supervisor I and 7347 Plumber working at the Airport shall be paid 15% more than the base rate for each hour regularly assigned 12:00 a.m. and 7:00 a.m.
Lead Worker Pay	III.E.	Increase premium to \$12.50 per day from \$10.00 per day
Acting Assignment Pay	III.E.	Acting assignment pay shall be at least 7.5% above the employee's base salary Employees shall be entitled to acting assignment pay after the fifth consecutive work day When an acting assignment exceeds six months, the department will provide a report to the Department of Human Resources explaining why the position has not been filled through the merit-based exam process.
Cross-Connection Certification	III.E.	New premium – employees in possession of a current Backflow certification, and who are required by their Appointing Officer to obtain a Cross-Connection certification will receive a premium of 3%
Asbestos Certification Premium	III.E.	New premium – employees in possession of a current Asbestos Hazard Emergency Response Act certification shall be paid \$2 per hour while performing the repair or removal of asbestos
Boat/Barge Premium	III.E.	New premium – employees who are assigned by the Appointing Officer to work on a boat or barge will receive a premium of 5%. The premium shall be paid for the entire shift.
San Francisco Health Plan Healthy Workers Program	III.S.	Deletes San Francisco Health Plan Healthy Workers Program provision.
Jury Duty	III.V.	Inserts standard language regarding employee rights to leave and pay during jury duty.
Life Insurance	III.W.	The City shall provide term life insurance (\$50,000) to all covered employees that are eligible to participate in the Health Service System
Airport Employee Commute Options Program	III.Y.	Allows Airport employees to receive a monthly allowance instead of free parking.



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Safety Equipment and Protective Clothing	IV.C.	During each year of this Agreement, the City shall provide 5 pairs of overalls (Carhartt or equivalent) or overalls to covered employees. As an alternative, a department may pay each employee a clothing allowance of equal value.
Substance Abuse Prevention Policy	IV.E.; App. A	Updates drug screening levels for controlled substances to allow City to test non-Department of Transportation covered employees.
Work Shoes (Work Boots)	IV.F.	The City will annually provide covered employees with safety shoes (Red Wing Mobile or equivalent) of up to \$250 in value.
Night Duty Premium at PUC	Sideletter Agreement	Employees in certain classes who are called back to work at either the CDD or WST locations in the Public Utilities Commission shall receive overtime pay and a night duty premium of 10% for hours worked between 5pm and 7am.
Duration	VI.C.	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.