

Laborers' International Union, Local 261

## **Laborers 261 Bargaining Summary**

Issue	MOU Section	Summary
Wages	III.A.	Effective 07/01/2022: 5.25%
		Effective 07/01/2023: 2.50% except that if the March 2023 Joint Report projects budget deficit for FY 2023-2024 that exceeds \$300 million, base wage adjustment due on July 1, 2023, will be delayed by 6 months.
		Effective 01/06/2024: 2.25% except that if the March 2023 Joint Report projects budget deficit for FY 2023-2024 that exceeds \$300 million, base wage adjustment due on January 6, 2024, will be delayed by 6 months.
Grievance	I.G.	Adds suspension and disciplinary language to grievance definition
Procedure		Disciplinary grievances now initiated at step 3 (previously 2).
Non- Discrimination	II.A.	Eliminates election of remedies language.
Personnel Files	II.B.	Reduces time before disciplinary action file may be sealed to 3 years (previously 4).
		Material relating to disciplinary actions in the employee's personnel file which have been in the file for more than three {3) years of actual work shall not be used by the City for any purpose. (alternative to automatic sealing)
Wage Adjustments		3424 Integrated Pest Management Specialists promoted to 3425 Senior Integrated Pest Management Specialist enter 3425 at step 5.
		7540 Track Maintenance Worker receives 2.5% wage increase on July 1, 2022, and 2.5% increase on July 1, 2023.
		7458 Switch Repairer receives 5% wage increase on July 1, 2022, and 2.5% July 1, 2023.
Camp Mather Extended Tour of Duty	III.E.	Increase extended tour of duty daily pay to \$2.00 (from \$1.50).
Lead Worker Pay	III.E.	Increase daily premium to \$15.00 (from \$12.50).
		Expands list of classes eligible to receive premium when directing alternate work crews, or training.
Night Shift Differential	III.E.	Increase night shift rate to 10% (from 8.5%).





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Acting Assignment	III.E.	Entitled to Acting Assignment Pay no earlier than the 6 <sup>th</sup> (from 10 <sup>th</sup> ) consecutive workday of assignment.
		Acting assignments that exceed 6 months require the department to produce a written report explaining why the position has not been filled through merit-based exam process.
Mower Premium	III.E.	Adds Hetch Hetchy unit members, when operating mowers, to Power Tool/Pot Worker/Asphalt Screed/Confined Space/Main Gang Premium.
District Captain Pay	III.E.	Removes class restrictions from District Captain Premium. All unit members now eligible.
Apprenticeship	III.E.	Incorporates to-be-established JATC standards by reference.
		Employees hired into 7540 Track Maintenance Worker, 3417 Gardener, 7404 Asphalt Finisher, 7502 Asphalt Worker, 3434 Arborist Technician who can verify completion of State-certified apprenticeship program, shall enter at the top compensation step for the class.
Bilingual Pay	III.E.	Employees certified as bilingual, and assigned to perform bilingual services shall receive premium of \$60 per pay period. Employees must be certified bilingual (meaning the employee has successfully passed a language proficiency test approved by DHR Director.
Overtime Wheel	III.F.	Wheel mut be posted in a place reasonably accessible to unit members and updated weekly or as needed.
		Employees on alternative work schedule shall be compensated 1.5x for hours worked in excess of the employee's workday.
Life Insurance	III.Y.	Unit members receive \$50,000 in life insurance coverage upon becoming eligible to participate in the Health Service System.
Work Boots	IV.A.	City will provide footwear on an annual basis or as needed not to exceed \$250 (from \$200).
HHWP Uniform Stipend		Increase Hetch Hetchy uniform stipend of \$250 (from \$150) in lieu of providing work clothing upon timely written request.
Health & Safety	IV.G.	Adds Health & Safety section to contract.
		Provides recourse for employees confronted with unsafe working conditions.
		City will continue to provide restroom access to all employees. DPW will post notice of location of all restrooms.





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		DPW will work with the Union to ensure that all portable toilets with soap and running water will be available to employees. If such facilities cannot be reasonably provided, DPW commits to making alternative accommodations.
Email & Internet	IV.H.	Within 90 days, City will provide email addresses, passwords, and training on email access to all unit employees.
		City will make best efforts to allow employees access to City computers
Transfer FAQ	II.N.	Within 120 days, City shall prepare and distribute to all bargaining unit members written materials explaining the process and procedure for identifying vacant eligible positions and transfer opportunities and applying for transfers.
Shift Bid	Appendix A	Establishes requirements to meet and confer over shift bidding for DPW, MTA, PORT, AIRPORT, and RPD.
9916 Side Letter		Establishes Joint Union-City Pre-Apprenticeship committee to discuss departmental usage of class 9916, and related issues.
		Meetings will commence on or about September 6, 2022, and no later than October 1, 2022.
Juneteenth	III.G.	Adds Juneteenth (June 19) to holiday calendar.
Holidays	III.G.	Allows in-lieu holidays to be taken in the fiscal year subsequent to the fiscal year in which the day is received.
Appointment Above Entrance	III.G.	Redefines conditions under which the appointing officer may appoint above entrance rate. Consideration is given to "experience, education/training, skill and/or performance"
Tuition Reimbursement	III.V.	\$7,500 annually for tuition reimbursement.
		\$100,000 allocated to City/Union Apprenticeship Boards.
		City agrees to fund an Ombudsperson, selected and assigned duties by mutual agreement
		\$0.50/hour City contribution for 25 DPW journey-level employees to receive continuing education, trade-related training, and other training.
Delete RPD Side Letter		Deletes park captaincy side letter.