Operating Engineers, Local 3 (OE3)

## **OE3 Bargaining Summary**

Issue	MOU Section	Summary
	III.A	Effective 07/01/2019: 3%
		Effective 12/28/2019: 1%
		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.
		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.
		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.
Wages		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.
Union Security	I.G	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.
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.
	I.E	Requires grievance includes specific details at each step.
Grievance Procedure		Changes timelines working days to calendar days. City can object to new facts brought in arbitration.
		Amend arbitrator selection procedures.
Stewards	I.F	Prohibits a witness who is also a steward from representing an employee.
Bulletin Boards	I.J	Delineates guidelines for use of space on bulletin boards in City buildings.
Probationary Period	II.A	Inserts language clarifying that probationary hours include legal holiday pay and must be regularly scheduled hours.
	II.B	Provides that materials related to discipline will be sealed in an employee's personnel files three years after the incident.
Personnel Files		This provision does not apply to discipline for violation of the City's Equal Employment Opportunity Policies.
Unpaid Furlough	III.B	Strike out language on voluntary unpaid furlough.
Standby Pay	III.D	Strikes language that provides a 25% rate of standby pay for employees not outfitted with an electronic communication device.
Lead Person Pay	III.D	Increases the premium amount from \$10.00 per day to \$12.50 per day, and increases to 4 the number of employees one must lead to receive the premium.
Crane Certification	III.D	Increased crane certification premium from 2.25% to 3%

## Operating Engineers, Local 3 (OE3)

Issue	MOU Section	Summary
Driver's License	III.D	Provides for Reimbursement of Commercial Driver's License fees.
Overtime	III.E	LHP counted as time worked in determining overtime eligibility and removed language that sick time is excluded from determining overtime
Compensation		eligibility.
	III.E	Caps the amount of compensatory time employees can earn and carry forward to the next fiscal year:
		• Z-designated (FLSA exempt) cap at 160
Compensatory Time		<ul> <li>Non-Z designated (FLSA covered) cap at 120</li> </ul>
Legal Holidays and	III.F	Employees on leave without pay status immediately preceding or
Paid Status		immediately following the legal holiday shall not receive legal holiday pay.
Jury Duty	III.G	Inserts standard language regarding employee rights to leave and pay during jury duty.
	III.T.	Update Airport Employee Transit Options Program from a pilot to a permanent program.
Airport Employee		Allows Airport employees to receive a monthly allowance instead of free parking.
Commute Option		
Duration of Agreement	VI.C	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.