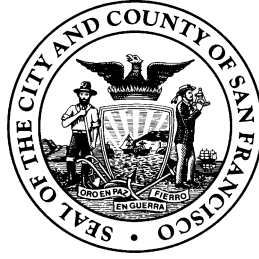


BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, GAO Committee, Board of Supervisors

DATE: August 5, 2019

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of Understanding - July 2019

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on July 30, 2019:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

**File No. 190832 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 1]**

Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 1, to update the Union Security and Surf Rescue Premium provisions.

**File No. 190833 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]**

Ordinance adopting and implementing the Second Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to update the Union Security and Surf Rescue Premium provisions.

**File No. 190834 [Memorandum of Understanding - Laborers International Union, Local 261]**

Ordinance adopting and implementing the First Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to update the Overtime Compensation and Health Insurance provisions.

- c: Todd Rydstrom, Office of the Controller
- Michelle Allersma, Office of the Controller
- Carol Lu, Office of the Controller

1 [Memorandum of Understanding - Laborers International Union, Local 261]

2  
3 **Ordinance adopting and implementing the First Amendment to the 2019-2022**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **Laborers International Union, Local 261, to update the Overtime Compensation and**  
6 **Health Insurance provisions.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
9 **Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.  
10 **Board amendment additions** are in double-underlined Arial font.  
11 **Board amendment deletions** are in ~~strikethrough Arial font~~.  
12 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
13 subsections or parts of tables.

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

15 Section 1. The Board of Supervisors hereby adopts and implements the First  
16 Amendment to the 2019-2022 Memorandum of Understanding (“MOU”) between the City and  
17 County of San Francisco and the Laborers International Union, Local 261, to update the  
18 Overtime Compensation and Health Insurance provisions.

19 The First Amendment to the MOU so implemented is on file with the Clerk of the Board  
20 of Supervisors in Board File No. 190834.

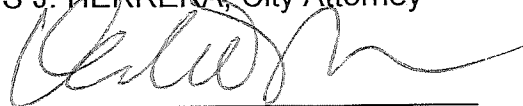
21 Section 2. The Board of Supervisors hereby authorizes the Department of Human  
22 Resources to make non-substantive ministerial or administrative corrections to the MOU.

23  
24 Section 3. Effective Date. This ordinance shall become effective upon enactment.  
25 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance

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unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

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

By:   
KATHARINE HOBIN PORTER  
Chief Labor Attorney

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**AMENDMENT NO. 1  
TO THE 2019-2022 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
THE LABORERS INTERNATIONAL UNION, LOCAL 261**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

**III.F. OVERTIME COMPENSATION**

183. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or the appointing officer's designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated in this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein. ~~Legal holidays shall count as time worked for the purpose of computing overtime.~~ **Only the use of any sick leave shall be excluded from determining hours worked in excess of forty (40) hours in a week for determining eligibility for overtime payment.**

191. Those employees subject to the provisions of the Fair Labor Standards Act who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. ~~Effective July 1, 2019, e~~Employees occupying non "Z" designated positions shall not accumulate a balance of compensatory time earned in excess of **240** ~~120~~ hours. ~~Any employees who have a compensatory time balance in excess of one hundred and twenty (120) hours on July 1, 2019 may maintain their compensatory balances, but may not accrue any additional compensatory time until their balance drops below one hundred and twenty (120) hours. Employees occupying non "Z" designated job classifications may not earn more than one hundred and twenty (120) hours of~~



## Employee Relations

City and County of San Francisco  
Department of Human Resources

~~compensatory time in a fiscal year.~~ Subject to availability of funds, covered non-Z employees, upon their request, shall be able to cash-out accumulated compensatory time off at the discretion of the Appointing Officer.

### III.L. HEALTH INSURANCE

#### 1. HEALTH COVERAGE EFFECTIVE JANUARY 1, 2020

250. Effective January 1, 2020, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

##### A. City Contribution

251. 1) Employee Only:

For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

252. 2) Employee Plus One:

For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

253. 3) Employee Plus Two or More:

For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-eight percent (88%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-eight percent (88%) of the Employee Plus Two or More premium of the second-highest-cost plan.



**FOR THE CITY**

Date: 7/30/19

\_\_\_\_\_  
Carol Isen  
Employee Relations Director

**FOR THE UNION**

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramon Hernandez  
Business Manager

*APPROVED AS TO FORM:*

DENNIS J. HERRERA  
City Attorney

\_\_\_\_\_  
Katharine Hobin Porter  
Chief Labor Attorney



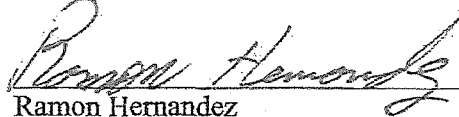
**Employee Relations**  
City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2019

Date: \_\_\_\_\_

Date: 7-29-2019

\_\_\_\_\_  
Carol Isen  
Employee Relations Director

  
\_\_\_\_\_  
Ramon Hernandez  
Business Manager

*APPROVED AS TO FORM:*

DENNIS J. HERRERA  
City Attorney

\_\_\_\_\_  
Katharine Hobin Porter  
Chief Labor Attorney



OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

*SK*

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Sophia Kittler  
RE: Memorandum of Understanding - Laborers International Union, Local 261  
DATE: 7/30/19

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**Ordinance adopting and implementing the First Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to update the Overtime Compensation and Health Insurance provisions.**

Should you have any questions, please contact Sophia Kittler at 415-554-6153.

2019 JUL 30 PM 3:57  
AK