

File No. 100866

Committee Item No. 6

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight Date July 7, 2010

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| *                                   | <input 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                                 |
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#### OTHER

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Completed by: Alisa Somera Date July 2, 2010

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document can be found in the file.



[Memorandum of Understanding, Amendment No. 2 – Freight Checkers, Clerical Employees & Helpers, Teamsters Local 856 (Supervising Registered Nurses, Unit 11.B.)]

**Ordinance adopting and implementing Amendment No. 2 to the 2007-2011**

**Memorandum of Understanding between the City and County of San Francisco and the Freight Checkers, Clerical Employees & Helpers, Teamsters Local 856 (Supervising Registered Nurses, Unit 11.B.), by extending the term of the parties' Agreement through June 30, 2012 and by implementing specified terms and conditions of employment for fiscal years 2010-2011 and 2011-2012.**

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

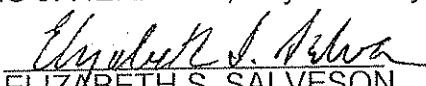
Be it ordained by the People of the City and County of San Francisco:

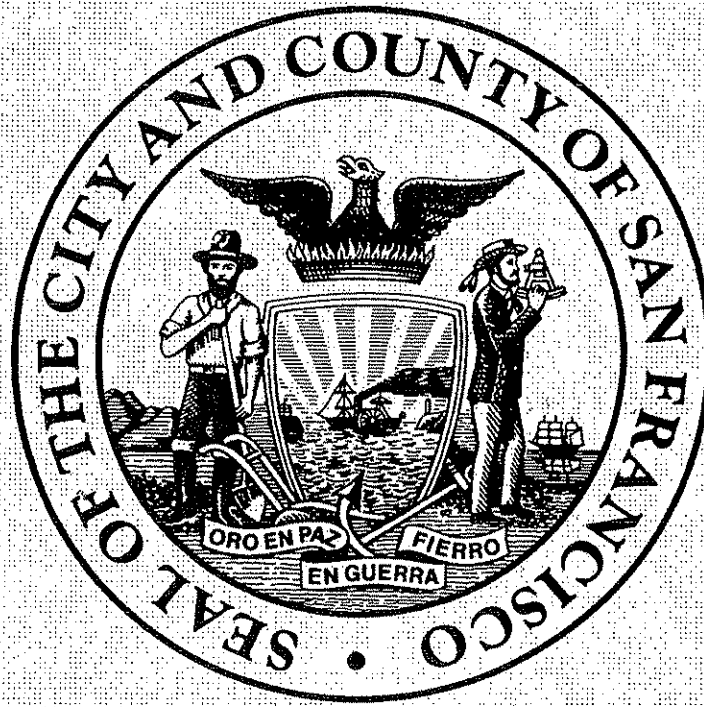
Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 2 to the 2007-2011 Memorandum of Understanding between the City and County of San Francisco and the Freight Checkers, Clerical Employees & Helpers, Teamsters Local 856 (Supervising Registered Nurses, Unit 11.B.), by extending the term of the parties' Agreement through June 30, 2012 and by implementing specified terms and conditions of employment for fiscal years 2010-2011 and 2011-2012.

Amendment No. 2 to the Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 100866.

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

By:

  
ELIZABETH S. SALVESON



**MEMORANDUM OF UNDERSTANDING**

**Between and For**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**FREIGHT CHECKERS, CLERICAL EMPLOYEES & HELPERS,**

**Local 856**

**(Supervising Registered Nurses, Unit 11.B.)**

**For Fiscal Years**

**July 1, 2007 to June 30, 2012**

**Per Amendment No. 2**

AMENDMENT No. 2  
TO THE 2007-2011 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
FREIGHT CHECKERS, CLERICAL EMPLOYEES & HELPERS,  
TEAMSTERS, LOCAL 856  
(SUPERVISING REGISTERED NURSES, UNIT 11B.)

ARTICLE II – EMPLOYMENT CONDITIONS

I. ADVANCE NOTICE TO UNIONS ON PERSONAL SERVICES CONTRACTS (PSC)

66a. 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 affected union(s) 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.

66b. If the union and member of the PEC wishes to meet with a department over a proposed personal services contract, the affected union must make its request to the appropriate department within two weeks after the union’s 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 affected 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.

66c. 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) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in paragraph 2.

66d. The City agrees to provide affected unions 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

J. JOINT LABOR MANAGEMENT COMMITTEE ON PSCs

66e. 1. The City and the PEC shall form a joint labor management committee on personal service and construction/maintenance contracts to do the following:

- 66f. a. 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.
- 66g. b. Explore establishing workload forecasting by city departments.
- 66h. c. Review PSC processes, form(s) and tracking of PSCs, and RFP notice requirements and recommend improvements.
- 66i. d. 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. Parties agree to set meeting agendas in advance to increase efficiency.
- 66j. 2. 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.

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### ARTICLE III. PAY, HOURS AND BENEFITS

#### III.A. SCHEDULES OF COMPENSATION

67. The compensation rate for all represented classifications of employment subject to the provisions of Section A8.403 of the Charter and covered by this collective bargaining agreement shall be increased on the first day of the closest pay period as follows:

October 6, 2007	2.5%
April 5, 2008	3%
October 4, 2008	3%
April 4, 2009	2%
December 26, 2009	1%
December 25, 2010	2%
April 2, 2011	3%
<u>March 31, 2012</u>	<u>5%</u>

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### ARTICLE III. PAY, HOURS AND BENEFITS

#### Fiscal Year 2011-2012 Budget Trigger

- 70a. The parties have agreed to defer 5% in previously-scheduled wage increases (i.e., 2% on December 25, 2010 and another 3% on April 2, 2011) until March 31, 2012, which constitute the bargaining unit's contribution to help close the City's budget deficit. In the event the City's Fiscal Year 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in Fiscal Year 2011-12 to be less than \$261 million, the parties agree that employee wage deferrals for Fiscal year 2011-12 shall be reduced according to the following schedule. The parties acknowledge that the following schedule references those bargaining units taking unpaid furlough days as their concession; however, for the purpose of this MOU,

bargaining units, members shall have their Fiscal Year 2011-12 economic concession (i.e., wage deferrals) reduced in a way that is both proportionate to the deficit reduction and consistent with the implementation of the reduction in those other bargaining units and the April 20, 2010 PEC Agreement section excerpted immediately below.

70b. Excerpt from the April 20, 2010 PEC Agreement:

In the event that the City's Fiscal Year 2011-12 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in Fiscal Year 2011-12 to be less than \$261 million, employee contributions for fiscal year 2011-12 shall be reduced according to the following schedule: (1) Deficit of \$150-\$261 million: employees shall contribute the value of five (5) unpaid furlough days; (2) Deficit from \$100 up to \$150 million: employees shall contribute the value of three (3) unpaid furlough days; and (3) Deficit less than \$100 million: employees shall not contribute any unpaid furlough days.

70c. If the aforementioned budget trigger results in a reduction in the economic concessions made by those bargaining units that agreed to unpaid furlough days, the parties agree that deferrals of wage increases will be rescheduled as necessary to provide corresponding proportionate reductions in economic concessions effectuated by this MOU.

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### ARTICLE III.C. ADDITIONAL COMPENSATION

8. 24-Hour and Extended Hours Operations On-Call Pay

99. Employees who are assigned in writing by the Appointing Officer/designee to be responsible for 24-hour clinical unit operations and required to carry a pager as part of that assignment shall receive an 8% premium. Effective July 1, 2007, this premium shall increase to 9%. Notwithstanding the above, the 24-hour on-call premium shall be 7% for the period July 1, 2010 through June 30, 2012.

#### J. RETIREMENT PICKUP

153. Effective July 1, 2007, represented employees who are members of SFERS agree to pay their own employee retirement contribution in an amount equal to seven and one-half percent (7.5%) of covered gross salary. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up the remaining one-half percent (0.5%) of the total eight percent (8%) employee retirement contribution to SFERS.

Retirement Seminar Release Time

154. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this CBA to attend a pre-retirement planning

seminar sponsored by SFERS and PERS. All such seminars must be located within the Bay Area.

155. Employees must provide at least two weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
156. This section shall not be subject to the grievance procedures.

#### Retirement Restoration

156a. For employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage deferrals described in paragraph 70a, the City will make available restoration pay in a lump sum equivalent to the pensionable value of the wage increase deferrals described in paragraph 70a for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes (Final Compensation Period). For employees who retire prior to July 1, 2012, post-retirement payouts of vacation and vested sick leave will be made at the employee's normal (non-wage-deferred) hourly rate, although nothing herein requires the San Francisco Employees Retirement System, or any applicable retirement system, to include payouts of vacation or vested sick leave in retirement calculations.

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### ARTICLE IV.K. LAYOFFS

#### IV.K. LAYOFFS

201. In the event employees covered by this agreement are laid off from their position, the Department shall provide a minimum of sixty (60) days written notice prior to the effective date of layoff. The sixty (60) day advance notice shall apply only to the initial phase of layoffs and shall not apply to any subsequent displacements or bumping caused by the initial phase of layoffs.
202. The provisions of this section shall not apply to as-needed employees, employees hired for a specific period of time, or for the duration of a specific project or position. This section shall also not apply to the separation of provisional employees at the expiration of their provisional appointment or when displaced by an eligible from a list pursuant to Civil Service Commission rules and policies.
203. Seniority shall be defined as the length of continuous service in the same classification for the Department of Public Health.
204. Seniority, for purposes of layoff, shall be governed by Civil Service Commission Rules.

#### Layoff Limitations

204a. 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 (PEC) that result in complete loss of City employment will be limited to four hundred and 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; San Francisco Institutional Police 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); and Transport Workers' Union, Local 250-A (Non-MTA 7410 and Multi-Unit).

204b. 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.

204c. In such event, the City will provide the PEC 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. 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.

204d. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:

204e. (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 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. 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

204f. (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 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. 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

204g. (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.

204h. D. Fiscal Year 2011-12: The City agrees to provide the PEC 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. 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.

204i. 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.

204j. 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.

#### Minimum Notice for Displacements

204k. 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.

#### Minimum Staffing Days

204l. 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.

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#### ARTICLE IV. – WORKING CONDITIONS

##### P. UTILIZATION OF PROPOSITION F AND TEMPORARY EXEMPT EMPLOYEES

215a. 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.

##### Q. REORGANIZATION

215c. 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.

215d. 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.

215e. 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.

215f. 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.

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#### ARTICLE V. - SCOPE

##### V.D. DURATION OF AGREEMENT

222. This MOU shall be in effect from July 1, 2007 through and inclusive of June 30, 2011 ~~2012~~ with no reopeners except as specifically provided herein.

FOR THE CITY

FOR THE UNION

Micki Callahan  
Human Resources Director

Date \_\_\_\_\_

Donald Lawson	Date
Teamsters, Local 856	

Martin Gran  
Employee Relations Director

Lawrence Nichols Date

Mary Hao	Date
Employee Relations Division	
Department of Human Resources	

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Leslie Dubbin Date

Approved As To Form:

*Elizabeth Salveson* 6-21-10  
Elizabeth Salveson Date  
Chief Labor Attorney,  
City Attorney

