

AMENDMENT No. 3
TO THE 2006-2010 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1021

APRIL 23rd AGREEMENT

May 6, 2009 10:50 PM

The parties hereby amend and extend the Memorandum of Understanding as follows:

II.D. LAYOFF

Employee Protection

136a. Represented employees whose layoffs had been originally scheduled to be effective May 1, 2009 shall have the layoff effective date extended to August 7, 2009.

136b. Except for the layoffs described in the paragraph above, between the date of ratification of this agreement through November 15, 2009, the City shall not effectuate any additional new layoffs of any represented employees. This shall not include any displacement actions that result from layoffs effectuated in non-SEIU bargaining units.

136c. The City shall reduce the total number of SEIU- represented Prop. F (Retiree) employees in General Fund Departments by 50% by July 1, 2009. Nothing in this paragraph is intended to grant an arbitrator jurisdiction to make an award in conflict with Federal, State or local laws, including the Charter and Civil Service Commission Rules.

III.D. ADDITIONAL COMPENSATION & PREMIUM PAY

Retirement Restoration Payment

364a. For employees who retire prior to the end of this Agreement and for whom their final compensation for retirement purposes is impacted by the unpaid legal holidays described in Section III.G., the City will provide restoration pay equaling the pensionable value of the unpaid legal holidays described in Section III.G. for the period used by the applicable retirement system to determine the employee's final compensation for retirement purposes.

Phlebotomy Premium

364b. In the event that a contract re-opener is triggered under the provisions of Section VIII.D., the parties will discuss the merits of applicability of a phlebotomy premium for certain employees in the Department of Public Health who are in possession of a current Certified Phlebotomy Technician 1 (CPT-1) Certificate issued by the State

italics = moved existing language

~~struck out~~, *italics* = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language

of California, Department of Health Services, and who are in positions designated by the Department of Public Health to perform phlebotomy.

III.G. HOLIDAYS

Designation of Holidays

384. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
385. January 1; the day designated for observation of Martin Luther King, Jr.'s Birthday; the third Monday in February (Presidents' Washington's Birthday); the last Monday in May; July 4; first Monday in September (Labor Day); the second Monday in October (Columbus Day); November 11; Thanksgiving Day; the Day After Thanksgiving; December 25; and any day declared to be a holiday by proclamation of the Mayor, the Governor of the State of California or the President of the United States. Provided, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

Unpaid Legal Holidays

- 385a. For Fiscal Years 2008-2009, 2009-2010 and 2010-2011, "new plan" employees (i.e., employees who became members of SFERS on or after November 2, 1976) and employees who are members of PERS shall observe the following eleven designated unpaid holidays:

FY 2008-2009

the last Monday in May (May 25, 2009);

FY 2009-2010

July 4 (July 4, 2009);

first Monday in September (Labor Day) (September 7, 2009);

the second Monday in October (Columbus Day) (October 12, 2009);

November 11 (November 11, 2009)

December 25 (December 25, 2009);

January 1 (January 1, 2010);

the day designated for observation of Martin Luther King, Jr.'s Birthday (January 18, 2010);

the third Monday in February (Presidents' Birthday) (February 15, 2010);

the last Monday in May (May 31, 2010);

FY 2010-2011

July 4 (July 4, 2010);

- 385b. Non-"Z" employees will still be eligible to earn holiday pay (HP) at the one-and-one-half time rate if they work on the holiday, but will not earn pay for the legal holiday (LH).

italics = moved existing language
~~struck out, italics~~ = existing language prior section

bold, double underline = new language
~~struck out~~ = removed language

385c. Employees assigned to seven (7) day-operation departments or employees working a workweek other than Monday through Friday shall be required to take the first work day after the holiday off unpaid if one of the preceding holidays falls on one of their regularly scheduled days off unless operational impact makes that infeasible. In such an instance, the employee will be scheduled for another unpaid day off in the pay period in which the holiday falls.

385d. Those employees who either: (a) occupied Class 1428 (Unit Clerk) and were laid off and accepted TCS appointments in Class 1406 (Sr. Clerk); or (b) occupied 8202 (Security Guard, Fine Arts Museum) or 8226 (Museum Guards) who received a reduction of hours for budgetary reasons are exempted from these unpaid legal holidays and the corresponding floating holidays provided that they maintain employment in the noted classifications. The parties agree that the employees named in the letter dated May 7, 2009, kept on file with the Union and the Department of Human Resources, are the only employees to whom this exception applies.

385e. This section will sunset after these designated eleven unpaid holidays have been taken.

Floating Holidays

386. Employees shall receive floating holidays totaling thirty-two (32) hours off per fiscal year (pro-rated for eligible part-time employees) selected by the employee, subject to the approval of the Appointing Officer. Employees with twenty (20) or more years of City Service shall receive eight (8) additional floating holiday hours, for a total of forty (40) hours per fiscal year. Floating Holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Notwithstanding this provision, for fiscal year 2009-2010, employees shall not receive the first thirty-two (32) hours of floating holidays, except for those employees excluded from the unpaid legal holidays under Section III.G.

386a. In recognition of the Union's agreement to restructure the economic provisions of this Agreement to preserve City services and save jobs, employees shall receive the following additional floating holidays (i.e., "Save Our Services" ("SOS") days). Effective the pay period beginning on May 16, 2009 through the pay period beginning on April 3, 2010, employees shall accrue three (3) hours of floating holidays per pay period (0.0375 hours for each hour (non-overtime, up to 80) of paid service). Therefore, over these twenty-four (24) pay periods, employees will accrue a total of seventy-two (72) hours of floating holidays (pro-rated for eligible part-time employees). Notwithstanding the paragraph above, any unused floating holidays accrued from May 16, 2009 through April 15, 2010 may be carried over to be used in either fiscal year 2010-2011 and/or fiscal year 2011-2012, but at no time shall an employee accumulate a combined floating holiday day balance of more than twenty (20) days (including floating holidays awarded in a particular year) during

italics = moved existing language

~~*struck out, italics*~~ = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language

this period. During fiscal year 2009-2010 through fiscal year 2011-2012, floating holidays must be used before vacation days or hours are taken; provided however that this limitation (i.e., use of floating holidays before vacation) will not apply in cases in which use of the floating holiday will cause a loss of vacation due to the accrual maximums. Floating Holidays are to be scheduled per mutual agreement, based on operational needs of the department. Upon the request of the Union, the Human Resources Director or designee shall work with departments to ensure that employees are not unreasonably denied the opportunity to take SOS hours. Employees excluded from the unpaid legal holidays in Section III.G, shall not receive these additional floating holidays.

III. NON-PERMANENT EMPLOYEES

As Needed/Provisional Save-Our-Services Labor/Management Committee

434. Both the City and the Union recognize the need to:
- review the use of public/private partnerships;
 - review the use of personal services contracts; and
 - use "as-needed" and/or other non-permanent employees for operational purposes under certain circumstances, but desire to ensure such non-permanent appointment status is not used inappropriately.
435. In pursuit of this goal, the parties agree to the creation of an SOS As Needed/Provisional Labor/Management Committee consisting of four (4) City representatives and four (4) representatives from SEIU, whose members shall be granted release time to take part in meetings of the Committee.
436. The Committee shall initially convene no later than ~~September~~ July 1, 2006~~9~~, shall meet at least monthly, and shall work cooperatively to:
- a. identify and recommend processes for ending long-term provisional and as-needed employment;
 - b. review utilization patterns within departments;
 - c. identify departments that may be better staffed with a higher percentage of permanent positions;
 - d. review and make recommendations on the use of public/private partnerships; and
 - e. review and make recommendations on the use of personal services contracts with the goal to reduce personal service contracts.
437. The Committee shall complete its work by ~~December 30, 2007~~ no later than June 30, 2011, unless the parties mutually agree to a later date. ~~The Committee~~ and shall submit quarterly its reports to the Human Resources Director and the Union.

italics = moved existing language
~~struck out, italics~~ = existing language prior section

bold, double underline = new language
~~struck out~~ = removed language

III.O. CHILD CARE & VOLUNTEER/PARENTAL RELEASE TIME

~~488. The City shall set aside one hundred twenty five thousand dollars (\$125,000) on July 1, 1994 for the purpose of funding a permanent child care project under the direction of the Child Care Study Committee.~~

489. The Child Care Study The Committee shall continue plans and efforts to open an affordable, accessible and high quality child care for City workers on the grounds of San Francisco General Hospital (SFGH), or nearby, as soon as possible given space and financial limitations. The child care center at SFGH shall be designed into any future significant construction at SFGH if a suitable site is not located and child care center is not established by the time of planning for such construction. ~~The \$125,000 for July 1, 1994 shall be deposited in a Child Care Fund in an interest bearing account for use in the establishment of the child care center at or near SFGH. This \$125,000 may be combined with other funds available for a child care center at SFGH.~~

III.BB. REVENUE MEASURE

534a. The City and SEIU are committed to working with other stakeholders, including labor organizations, non-profit agencies, and community and business representatives, to develop and support revenue measure(s) on the November, 2009 ballot. Upon the Union's request, the parties shall begin meeting between November 3, 2009 and November 10, 2009 to discuss the impact, if any, of the passage or failure of these revenue measure(s).

IV.N. DPH TRAINING AND RETRAINING

654. The City agrees to join the SEIU UHW-West and Joint Employer Education Fund effective July 1, 2006, on behalf of all SEIU members employed by the Department of Public Health who are covered by this Agreement. The City's annual contribution to the Fund will be equivalent to .22% of gross pay for all SEIU-represented DPH employees covered by this Agreement, for the period of its Fund membership.

655. For Fund membership from July 1, 2006 through December 31, 2006, the City will pay an amount equivalent to 0.11% of the covered employees' gross pay in calendar year 2005. The payment will be made not later than August 30, 2006.

656. For Fund membership from January 1, 2007 through December 31, 2007, and for each calendar year of its membership thereafter, the City will pay an amount equivalent to 0.22% of the covered employees' gross pay in the prior calendar year. Payment for each calendar year will be made not later than February 28th of that year.

657. For the period of its Fund membership, the City agrees to abide by the Trust Agreement, the Plan Document, and all rules and regulations adopted by the Trustees of the Fund. Copies of the Trust Agreement and Plan Document are appended to this Agreement, as Appendices B and C.

italics = moved existing language
~~struck out, italics~~ = existing language prior section

bold, double underline = new language
~~struck out~~ = removed language

658. Upon at least sixty (60) days notice to the Union, at the close of any calendar year the City shall have the right, at its sole option, to withdraw from the Fund and cease making contributions.

VIII.D.DURATION OF AGREEMENT

785. The duration of this Agreement, as amended and modified by the parties in their negotiations in May, 2009, is to June 30, 2011. This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect through June 30, 2011 ~~that date~~ and from year to year thereafter unless either party serves written notice on the other at least sixty (60) days prior to June 30, 2009~~11~~ or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.
- 785a. The original term of the July 1, 2006 through June 30, 2009, Agreement was also amended and extended in February, 2008 as part of the negotiations to implement the retirement measure known as Proposition B in the June, 2008 election, to have an expiration date of June 30, 2010.
786. The effective date of those provisions herein that have been determined by the arbitration board established pursuant to Charter Section A8.409.4 shall be the date that the board issues its decision.
- 786a. If the Controller certifies that the projected Fiscal Year 2010-2011 deficit for the City is over \$100 million, the City may, at its option, re-open the CBA on economics. If the City elects to re-open, the Union may, at its option, re-open on two items. In the event of impasse, Arbitrator Barry Winograd will be the neutral mediation/arbitration panel member. This re-opener is subject to the impasse resolution procedures and timelines set forth in Charter Section A8.409, et seq.
787. It is understood and agreed that no new economic benefits for FY 2010-11 shall become effective prior to December 31, 2010; provided as follows:
- (a) in the event the City negotiates to improve an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, inclusive, for any other miscellaneous City and County officers or employees, that economic benefit will be extended to the Union's represented employees in a manner consistent with the overall economic agreement between the City and the union with which it previously agreed;
 - (b) in the event that an arbitration panel acting under the authority of Charter section A8.409-4 awards another union representing miscellaneous employees an economic benefit that becomes effective between July 1, 2010 through December 30, 2010, the City shall allow the Union to reopen its MOU solely for the purpose of proposing that its represented employees should receive an economic benefit in FY 2011-12, in light of the arbitration panel's award on behalf of the other miscellaneous labor organization. Such reopener, if any, shall

italics = moved existing language

~~struck out~~, *italics* = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language


commence in January 2011, and shall be subject to the timelines and the Charter factors set forth in Charter section A8.409. By entering into this agreement, the City is not conceding that the Union is or should be entitled to a remedy in the event another union receives an economic benefit for the time period described above. The parties also acknowledge that any economic increases so awarded that are based on market-based adjustments or reflect premiums for specific work functions are not necessarily applicable to any other group of employees or to other unions.

- (c) that economic benefits negotiated for or awarded to non-A8.409 employees, so-called "miscellaneous safety" or employees whose retirement is with the California Public Employees' Retirement System are exempt from this section and do not trigger subsections (a) and (b), above; and
- (d) that any economic benefits negotiated or awarded that become effective on or prior to June 30, 2009 are exempt from this section and do not trigger subsections (a) and (b), above.

FOR THE CITY

FOR THE UNION

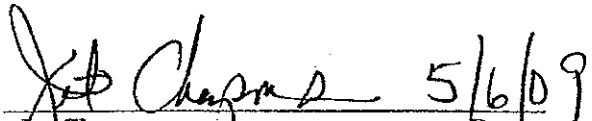
Martin Gran Date
Employee Relations Director

 5/6/09

Ed Warshauer Date
SEIU, Local 1021


 5/6/09

Micki Callahan Date
Human Resources Director

 5/6/09

Jet Chapman Date
SEIU, Local 1021

Approved As To Form:

 5/6/09

Elizabeth Salvesson Date
Chief Labor Attorney,
Office of the City Attorney

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language