BOARD of SUPERVISORS

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M E M O R A N D U M

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

FROM: Erica Major, Assistant Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: January 30, 2017

SUBJECT: LEGISLATION INTRODUCED - MOUs

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 24, 2017:

File No. 170066

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170067

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; 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 the Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridges, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, 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; and Teamsters, Local 853, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170068

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170069

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170070

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170071

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170072

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to extend the term of the agreement through June 30, 2019.

File No. 170073

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170074

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to implement base wage increases for FYs 2017-2018 and 2018-2019 and other specified terms and conditions of employment, and extend the term of the agreement through June 30, 2019.

File No. 170075

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170076

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170077

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170078

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170079

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856, Multi-Unit, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170080

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing wages, working schedules and other terms and conditions of employment, effective July 1, 2017.

File No. 170081

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and Building Inspectors' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170082

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170083

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to implement base wage increases for FYs 2017-2018 and 2018-2019, other specified terms and conditions of employment, and extend the term of the agreement through June 30, 2019.

File No. 170084

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170085

Ordinance adopting and implementing Amendment No. 1 to the 2016-2017 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170086

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Engineers, Local 39, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170087

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170088

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union, AFL-CIO, Local 200, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170089

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

File No. 170090
Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

These matters are tentatively calendared to be heard in Committee on **Thursday, February 16th, 2017**. This matter is being forwarded 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.

c: Michelle Allersma, Office of the Controller
Carol Lu, Office of the Controller

[Memorandum of Understanding - Machinists Union, Local 1414]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Machinists Union, Local 1414 International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170066.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MACHINISTS UNION, LOCAL 1414
INTERNATIONAL ASSOCIATION OF MACHINISTS
& AEROSPACE WORKERS
MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190

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

ARTICLE III.A. WAGES

All members of the bargaining unit will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

Effective July 1, 2014, represented employees in classification 7313 Automotive Machinist shall receive a one-time wage adjustment of $.40 to their hourly base wages.

Effective October 11, 2014, represented employees in classifications 7306 Automotive Body and Fender Workers and 7309 Car and Auto Painters shall receive a one-time wage adjustment of an additional one percent (1%) to their base wages.

Wage adjustments shall be effective in the pay period closest to the effective dates. All base wage increases shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~schedule~~.

ARTICLE V.C. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan,
Human Resources Director

Date: 01/19/17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Arthur Gonzalez,
Business Representative, Automotive Machinists Local 1414

[Memorandum of Understanding - Crafts Coalition]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; 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 the Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridges, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, 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; and Teamsters, Local 853, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of

Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The 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 the Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridges, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, 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; and Teamster, Local 853, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the agreement through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170067.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND

BRICKLAYERS AND ALLIED CRAFTS, LOCAL 3

And

HOD CARRIERS, LOCAL 166

And

THE NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL, LOCAL 22

And

CARPET, LINOLEUM AND SOFT TILE WORKERS, LOCAL 12

And

PLASTERERS AND CEMENT MASONS, LOCAL 300

And

GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS, LOCAL UNION NO. 718

And

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTIST AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 16

And

INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL ORNAMENTAL, REINFORCING IRON WORKERS, RIGGERS AND MACHINERY MOVERS, LOCAL 377

And

PILE DRIVERS, DIVERS, CARPENTERS, BRIDGE, WHARF AND DOCK BUILDERS, LOCAL UNION NO. 34

And

PLASTERERS AND SHOPHANDS, LOCAL 66

And

UNITED UNION OF ROOFERS, WATERPROOFERS AND ALLIED WORKERS, LOCAL 40

And

SHEET METAL WORKERS INTERNATIONAL UNION, LOCAL 104

And

TEAMSTERS, LOCAL 853

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

ARTICLE III.A. WAGES

1. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00%≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating the CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE VI.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY

Date: 1/19/17

Micki Callahan,
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Michael Theriault
Secretary/Treasurer
San Francisco Building & Construction
Trades Council

[Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
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Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170068.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO DEPUTY PROBATION OFFICERS' ASSOCIATION

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

ARTICLE III.A. WAGES

Represented employees will receive the following wage increases:

Effective October 11, 2014	3%
Effective October 10, 2015	3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2014, represented employees will receive a base wage increase of 1.25%. This 1.25% adjustment to wage resolves all compensation issues stemming from Proposition B (2008).

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

Class 8530 Deputy Probation Officer (SFERS) base wages shall be the same as class 8444 Deputy Probation Officer (CalPERS).

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~schedule~~.

ARTICLE V.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY

Date: 1/19/17

Micki Callahan,
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Franklin Carvajal,
President
SF Deputy Probation Officers' Association

[Memorandum of Understanding - San Francisco Deputy Sheriffs' Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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Board amendment additions are in double-underlined Arial font.
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Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170069.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

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

III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will received a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustments of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.

1. Market Wage Adjustments

Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.

The Department will implement the June 25 market wage adjustments based on a survey to be conducted by the City of the following counties: Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.

The salary survey shall measure total compensation for the rank of Deputy Sheriff (8304/8504) based on the following data points:

- Maximum monthly salary for the rank of Deputy Sheriff (8304/8504);
- Maximum educational incentive premiums (e.g., Adv. POST);
- Employer payment of mandatory employee retirement contributions and retirement supplements;
- Longevity/Retention premiums

The salary survey shall be completed no later than May 15 of each year of the Agreement for a market wage adjustment effective June 25 of each year of the Agreement. The rates reported for the counties listed above shall be those known and officially authorized for payment as of May 15 and to be in effect in those counties on or before June 25 of each year of the Agreement. If rates are not known and authorized by May 15 for June 25, the rates reported shall be those in effect on May 15 of each calendar year of the Agreement. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.

For memoranda of understanding or other authorizing salary instruments that provide for CPI adjustments, the minimum adjustment, if provided, shall be utilized as the rate effective on the date of the market wage adjustment. If no minimum adjustment is provided, the rates used shall be those in effect when the survey is conducted.

The parties shall consult regarding the survey results. Any disputes regarding the results of the survey or its methodology shall be submitted to Expedited Arbitration under the Grievance Procedure.

The surveyed data shall be reported by each county and for each category, and as an average. The difference between the average total amount of all survey data points and the total amount for San Francisco Deputy Sheriffs for the identical data points shall be calculated as a percentage and the difference, if any, shall be the basis for market wage adjustments.

The parties acknowledge and understand that the market wage adjustment process set forth herein was reached by mutual agreement and is intended to determine market wage adjustments annually.

The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2017 through June 30, 2019.

III.K. VACATION

Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.

Vacation Slots Formula

The Department shall provide all represented members with an opportunity to utilize all vacation earned and accrued each year. The parties agree that the following is sufficient to ensure that the represented members have the opportunity to use vacation:

1. The Department shall establish sufficient vacation slots to ensure that all members' vacation accruals in the upcoming year shall be accommodated.

2. Vacation slots shall be established for all represented members regardless of whether they are on, or anticipated to be on, leaves or absent from their assigned facility or work site.

3. Represented members who have been away from their assignment ninety (90) calendar days or more may participate in vacation sign up through the Sheriff's Department Personnel Unit.

4. The following formula shall be used to determine the required number of vacation slots for a specific watch/team at a selected facility/unit during the annual vacation sign-up for that watch/team:

Number of represented members assigned to the watch	Number of slots per day per watch/team
7 represented members and below	1 vacation slot
8 to 17 represented members	2 vacation slots
18 to 27 represented members	3 vacation slots
28 to 37 represented members	4 vacation slots
38 to 47 represented members	5 vacation slots
48 represented members or more	6 vacation slots

The agreement between the Union and the City creating an additional vacation slot for Senior Deputies on specific watches/teams at a selected facilities/units, as reflected in the parties' August 29, 2016 side letter agreement, shall be extended for the term of this Agreement and shall expire on June 30, 2019.

The City and the Association recognize that there are many factors contributing to the overtime costs/liabilities of the San Francisco Sheriff's Department. The City and the Association agree to form a labor-management committee, consisting of three (3) members from each party, to conduct a data-driven study and analysis to determine cost-drivers of the Department's overtime expenditures, including the relationship between vacation scheduling and overtime costs. The City's three members shall consist of one (1) representative from the Sheriff's Department, one (1) representative from the Controller's Office, and one (1) representative from the Department of Human Resources. The committee shall consider, among other factors:

1. The impact of senior deputies maintaining a separate vacation book in 2014;

2. The average and aggregate number of vacation hours used by Association members;

3. Staffing levels of the San Francisco Sheriff's Department;

4. The ratio of vacation slots provided to Association members pursuant to the collective bargaining agreement;

5. The number of vacation hours available for use in relation to the number of hours required for Association members to utilize their annual accrual of vacation hours; and

6. The maximum number of vacation hours that employees can utilize on a yearly basis.

~~No sooner than January 1, 2016, the parties may, at the request of either party, reopen negotiations on the narrow and specific issue of vacation scheduling provided in Article III.K. of the CBA. The parties shall meet and confer in good faith to determine what changes to Article III.K., if any, should reasonably be made to the existing vacation scheduling practices. If no agreement is reached, at the request of either party, the impasse shall be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-5. The impasse procedure shall conclude no later than July 1, 2016. Arbitrator John LaRocco shall retain jurisdiction over any dispute in this matter.~~

~~Any agreement or award must result in a net reduction or no net increase in the cost to the City during the 2016/17 Fiscal Year as provided by Charter Section A8.590-5, subsection (h). Any agreed-upon or awarded change to the Memorandum will not become effective until approved by the Board of Supervisors.~~

V.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan,
Human Resources Director

FOR THE UNION

Date:_____

Peter Hoffman,
Chief Negotiator

Date: 01-19-17

Suzanne R. Mason
Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

[Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the International Brotherhood of Electrical Workers Local 6, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170070.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 6

ARTICLE III – PAY, HOURS AND BENEFITS

III.A. WAGES

All base wage increases shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

The biweekly schedules of compensation contained in this agreement for the classifications indicated will be adjusted to an hourly amount by dividing said schedule by 80 and then multiplying by the number of hours of employment of the particular classification in a bi-weekly period to the nearest whole cent to determine the bi-weekly rate of pay.

Unit-Wide Base Wage Increases

All members of the bargaining unit shall receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget

Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

Internal Adjustments
Effective July 1, 2015, the following classification shall receive the specified internal adjustments:

7338 Electrical Line Worker: 3.4 % wage increase

ARTICLE VI - SCOPE

VI. D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY

Date: 1/19/19

Micki Callahan,
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date:_____

Kevin Hughes
Assistant Business Representative
Electrical Workers, Local 6

[Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to implement base wage increases for fiscal years 2017-2018 and 2018-2019, and extend the term of the MOU through June 30, 2019.

Amendment No. 2 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170071.

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

By: _____
KATHARINE HOBIN PORTER
Chief Labor Attorney

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AMENDMENT No. 2
TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL 21, AFL-CIO

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

ARTICLE III.A. WAGES

The wage rates for the employees covered by this agreement shall be rounded to the nearest **whole dollar, bi weekly** salary ~~grade~~. The Human Resources Department will prepare a salary **table** ~~grade~~ to reflect the appropriate compensation for each classification covered by this Agreement as of July 1, 2014 no later than September 30, 2014. The Agreement shall be administratively amended to include the salary **table** ~~grade~~ and **that table** shall be attached to the Agreement as Appendix B, with notice to the Union.

Represented employees will receive the following base wage increases:

Effective as of the first full pay period beginning in October, 2014: 3%

Effective as of the first full pay period beginning in October, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

ARTICLE VI.D. DURATION OF AGREEMENT AND INITIATION OF MEET AND CONFER PROCESS

This Agreement shall remain in full force and effect from July 1, 2014, to and inclusion of June 30, ~~2017~~ **2019**.

Upon mutual agreement, the parties may reopen this agreement for the sole purpose of addressing recruitment or retention difficulties with the City's engineers.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Robert Muscat
Executive Director, IFPTE Local 21

[Memorandum of Understanding - San Francisco Institutional Police Officers' Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170072.

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 2014-2017 MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE SAN FRANCISCO INSTITUTIONAL POLICE OFFICERS' ASSOCIATION

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

V.E. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

Although not a mandatory subject of bargaining, if requested in writing by the Union, the City agrees to meet and confer with the Union over a mutually satisfactory amendment to the City's contract with PERS to effect safety retirement improvements for represented employees. As set forth in Charter Section A8.506-2, any contract amendment shall be cost neutral. As set forth in Charter Section A8.409-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.

The parties agree to reopen this contract if the City agrees to pay the employee retirement contribution for members of the Deputy Sheriffs' Association.

FOR THE CITY
Date: 1/19/17

Micki Callahan
Human Resources Director

FOR THE UNION
Date:_____

Jennifer Bills
Chief Negotiator, IPOA

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

[Memorandum of Understanding - Municipal Attorneys Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Municipal Attorneys Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170073.

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

By: _____
MOIRA C. WALSH
Managing Attorney

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AMENDMENT No. 1
TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MUNICIPAL ATTORNEYS ASSOCIATION

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

ARTICLE III.A. WAGES

Represented employees shall receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% :S CPI-U :S 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest **whole dollar, bi weekly** salary ~~schedule~~.

8177, 8181, 8182, 8183 and 8190. Due to the high level of responsibility required of senior attorneys at the Trial Attorney (8177), Assistant Chief Attorney (8181), Head Attorney (8182), Assistant Chief Attorney 2 (8183), and Office of Tax Collector Attorney (8190) levels, represented attorneys who have five consecutive years of service at the sixteenth step of the 8177 job code or five consecutive years of service at the fifth step of the 8181, 8182, 8183, or 8190 job code shall receive a two percent (2%) wage increase. Attorneys serving at the aforementioned fifth step of the 8181, 8182, 8183 or 8190 job code on July 1, 2014, shall immediately be credited with time served at those steps for purposes of the wage increase set forth in this paragraph and, as of July 1, 2014, shall receive the wage increase. The City agrees that the wage increase provided in this paragraph is a part of covered gross pay and, accordingly, is an element of compensation counted toward a represented attorney's retirement under SFERS. For the purposes of this section only, a represented attorney will be deemed to have five consecutive years of service at the sixteenth step of the 8177 or the fifth step of the 8181, 8182, 8183 or 8190 job code even if the represented attorney's service at the sixteenth or fifth step of such job code has been broken by a period of less than one year due to the represented attorney's service in another attorney job code in the City.

(1) Time served in another attorney job code resulting from the attorney's promotion shall not be counted towards the five years of service required at either step sixteen of the 8177 job code or step five in the 8181, 8182, 8183 or 8190 job code.

(2) Time served in another attorney job code resulting from the attorney's demotion shall be counted towards the five years' service required at step sixteen in job code 8177 or step five in the 8181, 8182, 8183 or 8190 job code; however, the wage increase referenced in this section shall not take effect unless and until the attorney is returned within the one year period to his or her former 8177, 8181, 8182, 8183 or 8190 job code at step sixteen (8177) or step 5 (8181, 8182, 8183, or 8190).

All compensation adjustments in this MOU shall be rounded to the nearest **whole dollar, bi weekly** salary ~~grade~~ and shall commence at the start of the payroll period closest to the specified date. Represented attorney base wage rates are attached hereto.

ARTICLE V.C. DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan,
Human Resources Director

FOR THE UNION

Date: _____

Sean Connolly,
President, Municipal Attorneys' Association

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: January 19, 2017

Moira C. Walsh
Managing Attorney

[Memorandum of Understanding - Municipal Executives Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to implement base wage increases for FYs 2017-2018 and 2018-2019 and other specified terms and conditions of employment, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Municipal Executives Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and other specified terms and conditions of employment, and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170074.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE MUNICIPAL EXECUTIVES ASSOCIATION

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

ARTICLE III. A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% :S CPI U :S 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wages shall be rounded to the nearest **whole dollar, bi-weekly salary** ~~grade~~.

The 8148/8556 (SFERS) – Chief District Attorney's Investigator pay plan shall be the same as the 0941 – Manager VI classification.

The 8150/8558 (SFERS) – Principal District Attorney's Investigator, Special Unit pay plan shall be the same as the 0931 – Manager III classification.

The 8315/8516 (SFERS) – Assistant Sheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.

The 8330/8576 (SFERS) – Director, Log Cabin Ranch pay plan shall be the same as the 0922 – Manager I classification.

The 8344/8580 (SFERS) – Director, Juvenile Hall pay plan shall be the same as the 0923 – Manager II classification.

The 8348/8518 (SFERS) – Undersheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.

The 8413/(8582 (SFERS) – Assistant Chief Probation Officer pay plan shall be the same as the 0953 – Deputy Director III classification.

The 8416/8584 (SFERS) – Director, Probation Services pay plan shall be the same as the 0922 – Manager I classification.

The 8418/8586 (SFERS) – Chief Probation Officer, Juvenile Court pay plan shall be the same as the 0963 – Department Head III classification.

The 8435/8588 (SFERS) – Division Director, Adult Probation pay plan shall be the same as the 0922 – Manager I classification.

The 8436/8590 (SFERS) – Chief Adult Probation Officer pay plan shall be the same as the 0962 – Department Head II classification.

The 8438/8592 (SFERS) – Chief Deputy Adult Probation Officer pay plan shall be the same as the 0952 – Deputy Director II classification.

The 8470 – Executive Director, County Parole Commission pay plan shall be the same as the 0932 Manager IV classification.

ARTICLE III.H. Salary Plan and Salary Adjustments

1. Employees in Management Classification/Compensation Plan Classifications

A. MCCP Salary Plan

The plan consists of three pay ranges, A, B, and C. Range A was established as a 25% open range. Range B was established as a 15% open range. Range C was established as a 5% open range. Adjustment of compensation for individual employees is addressed below.

Scheduled Salary Progression in Range A. Subject to the other provisions of this section B, employees placed in MCCP in Range A will receive a 5% increase in pay on their anniversary date (anniversary date for their pre-MCCP class, if applicable, or else their employment anniversary date). Salary progression under this paragraph is not available for employees placed in Ranges B or C.

No progression above top of Range A. No employee can be increased to a level above the top salary available in Range A for the applicable classification, except through the MCCP B & C Adjustment process described herein.

Denial of Salary Progression. An employee's scheduled salary progression may be denied if the employee's performance has been unsatisfactory to the City. The denial of the increase is subject to the grievance procedure, provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

Range B and C Adjustments. On an annual basis, or more often if requested by a member of the Adjustment Committee, Appointing Officers or Adjustment Committee members may seek approval to place incumbent employees (post-appointment) at a rate of pay in ranges B & C based on consideration of whether the adjustment would serve one or more of the following purposes: (i) to move towards internal equity (which may include issues of compaction), (ii) to address demonstrated recruitment or retention issues, (iii) to compensate an employee exercising special skill, (iv) to compensate an employee assigned to a special assignment of limited duration, (v) to recognize exemplary performance, or (vi) to address issues of compaction as to reporting relationships. Criteria (vi) will constitute the only circumstance in which an adjustment may result in a rate of pay in excess of Range C.

Financial Limitations. Effective July 1, 2014, there will be no additional city funding towards MCCP B & C adjustments. Effective July 1, 2015, the aggregate value of Range B & C adjustments and placement of non-MCCP eligible employees into step 6 and 7 shall not exceed one percent (1.0%) of MEA covered payroll (as defined by the Controller) each year for fiscal years 2015-2016, ~~and~~ 2016-2017, **2017-2018 and 2018-2019**. Each year, one-quarter of the allocation for that year shall be available for ongoing wage increases and the remaining three-quarters of the allocation shall be available for one-time payments.

In accordance with the dates set forth in the "Financial Limitations" paragraph above, a proportional pool of MCCP B & C funds will be calculated and segregated for Department Head allocations.

Adjustment Committee. A Committee consisting of the Controller (or designee), the Human Resource Director (or designee), and a designated representative of MEA will consider the application made by the Appointing Officer for placement of incumbent employees at a rate of pay in or above Ranges B & C, as described herein, or, for non-MCCP eligible employees, to steps 6 or 7, and committee members may submit such applications themselves. Subject to the applicable financial limitations and criteria, and in consultation with the submitting departments, the Adjustment Committee will decide in its sole discretion whether to approve such applications in whole or in part. Decisions of the committee are final and not subject to the grievance procedure. Any confidential personnel information made available to committee members for purposes of participating in decisions of the committee will be maintained in confidence.

Unused annual MCCP B & C funds shall not roll over; however, it is the intent of the parties that allocated funding shall be exhausted each year. Not later than May 15 of each year, the Adjustment Committee will meet and discuss how to distribute any remaining funds. In the absence of an agreement on an alternative, such remaining funds will be distributed equally to employees across the respective departmental pool(s) to which the funds were allocated, excluding Proposition F appointees.

Compensation Adjustments. All compensation adjustments made pursuant to this MOU shall be rounded to the nearest salary grade and shall commence at the start of the payroll period closest to the specified date.

During Fiscal Year 2014-2015, MEA, DHR, MTA, and the Controller's office will meet to consider the relevant data and make decisions as to the structure and administration of the Post-Appointment B & C Adjustment program.

Department MCCP Post-Appointment Review Process. Beginning in Fiscal Year 2015-2016, Departments shall establish and publish the following procedures by September 1st of each fiscal year to inform employees of the basis on which adjustments will be provided:

- Performance Measurement Standards
- Submission and Review Procedures
- Timelines

ARTICLE VI.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Raquel Silva
Municipal Executives' Association

[Memorandum of Understanding - Operating Engineers, Local Union 3 - International Union of Operating Engineers]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local Union 3, of the International Union of Operating Engineers, AFL-CIO, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170075.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

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

ARTICLE III. A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014:	3%
Effective October 10, 2015:	3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE VI.C. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Jennifer Bills
Business Representative

[Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170076.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY
LOCAL NO. 38

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

ARTICLE III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees (except for classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector) will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

Effective October 8, 2016, classifications 6242 Plumbing Inspector, 6244 Chief Plumbing Inspector, and 6246 Senior Plumbing Inspector will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating the CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage increases shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE VI.C. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Larry Mazzollla, Jr.
Assistant Business Managers

[Memorandum of Understanding - San Francisco City Workers United (Painters)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco City Workers United (Painters), to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170077.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO CITY WORKERS UNITED (PAINTERS)

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

ARTICLE III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~schedule~~.

ARTICLE VI.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Doug Bias
Business Representative, San Francisco City Workers United

[Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170078.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO SHERIFFS' MANAGERS AND SUPERVISORS ASSOCIATION

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

III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will received a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustments of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.

[Remainder of the Section unchanged.]

V.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

FOR THE UNION

Date:

John Ramirez
President, MSA

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

[Memorandum of Understanding - Teamsters, Local 856, Multi-Unit]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856, Multi-Unit, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Teamsters, Local 856 Multi-Unit, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170079.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
TEAMSTERS, LOCAL 856
MULTI-UNIT

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

ARTICLE III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective October 11, 2014, active represented employees of Teamsters, Local 856 Multi-Unit in the 8322/8568 Senior Counselor classification shall receive a one-time wage adjustment of an additional two percent (2%) to their base wages.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

Base wages of SFERS classifications 8568 (Senior Counselor JUV (SFERS)) and 8572 (Supervising Counselor JUV (SFERS)) shall be maintained at the same level as classifications 8322 (Senior Counselor- JUV (PERS)) and 8324 (Supervising Counselor-JUV(PERS)), respectively.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~schedule~~.

ARTICLE VII.C. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/19/17

Micki Callahan
Human Resources Director

FOR THE UNION

Date: _____

Tim Jenkins
Business Representative
Teamsters, Local 856

Date: 01-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

[Compensation for Unrepresented Employees]

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing wages, working schedules and other terms and conditions of employment, effective July 1, 2017.

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

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

Pursuant to Charter Section A8.409-1, the Mayor hereby proposes and the Board of Supervisors approves the wages, hours, and other terms and conditions of employment set forth herein to be applicable to all unrepresented job codes or positions of City employment.

Unless specifically noted, the following provisions are applicable to all employees covered by this Ordinance, which includes miscellaneous unrepresented employees (unit 001) and management unrepresented employees (unit 002). For informational purposes, a list of job codes designated as Miscellaneous Unrepresented and Management Unrepresented is on file with the Clerk of the Board of Supervisors in Board File No. 170080.

SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

A. All terms and conditions of employment not covered under this Ordinance shall continue to be subject to the City's direction and control. Unless specifically addressed herein, those terms and conditions of employment that are set forth in the Charter, Administrative Code, Civil Service Rules, and City policies and procedures, shall apply to employees covered by this Ordinance.

B. Nothing in this Ordinance shall have application to changes of Civil Service rules and matters subject to the exclusive jurisdiction of the Civil Service Commission pursuant to Charter Section A8.409-3, unless specifically approved by the Civil Service Commission, except as such changes may affect compensation.

SECTION 2. WAGE RATES

A. The wage rates for job codes covered by this Ordinance for fiscal year 2017-2018 shall be increased as follows:

Effective July 1, 2017: 3.00%

B. The 1283 – Director, Employee Relations Division Classification's Pay Plan shall be the same range of pay as the 0954 – Deputy Director IV Classification.

The 1282 – Manager, Employee Relations Division Classification's Pay Plan shall be the same range of pay as the 0932 – Manager IV Classification.

The 1281 – Senior Employee Relations Representative Classification's Pay Plan shall be the same range of pay as the 1824 – Principal Administrative Analyst Classification. There shall also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range for this classification at which an employee may be placed upon the approval of the Employee Relations Director. Such placement is contingent upon the Employee Relations

Director's designation of the employee as the City's principal representative for a major employee group.

The 1280 – Employee Relations Representative Classification's Pay Plan shall be the same range of pay as the 1244 – Senior Personnel Analyst Classification. There shall also be three additional five percent (5%) steps (Steps 1, 2 & 3) at the bottom of the range. Employees may be placed in Step 6, 7 or 8 by the approval of the Employee Relations Director. Such placement is contingent upon the Employee Relations Director's designation of the employee as having lead responsibilities in employee-employer relations matters.

The 1293 – Human Resources Director Classification's Pay Plan shall be the same range of pay as the 0964 – Department Head IV Classification.

C. The 1682 – Controller Classification's Pay Plan shall be the same range of pay as the 0965 – Department Head V Classification.

D. All base wage calculations shall be rounded to the nearest whole dollar, bi-weekly salary.

SECTION 3. INTERNAL ADJUSTMENT PROCESS

Upon request of an Appointing Officer, the Human Resources Director, with the concurrence of the Controller, may approve internal salary adjustments for members of the management unit (002), except for the Mayoral Staff classifications (0881-0905), based upon the following:

A. Standards

The following shall be the standards for internal adjustments for the wage rates for a particular job code:

1. The salary for the job code is below the prevailing wage level in the relevant labor market as demonstrated by verifiable salary data; and/or

2. There is an ongoing and demonstrable recruitment and/or retention problem for the job code; and/or

3. Traditional salary relationships, which continue to be justified, have been substantially altered; and/or

4. The duties, responsibilities and/or minimum requirements for a job code have been altered significantly; and/or

5. Adjustment is necessary to maintain comparability with similarly-situated employees in represented bargaining units.

B. Internal Adjustment Cap

Internal adjustment costs shall not exceed an annualized cost of 1.0% of the total payroll cost for the employees covered by this Ordinance, 0.25% of which is available for base wage adjustments, and 0.75% of which is available for one-time adjustments.

SECTION 4. ACTING ASSIGNMENT PAY

A. Employees assigned by the Appointing Officer or designee to perform the full range of essential functions of a position in a higher job code shall receive compensation at a higher salary if all of the following conditions are met:

1. The assignment is in writing with copies to the Department of Human Resources and Controller.

2. The assignment conforms to all Civil Service Commission Rules, policies and procedures.

3. The position to which the employee is assigned is a budgeted position.

4. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first day of the assignment.

B. If each of the above criteria are met, and upon written approval by the Appointing Officer an employee shall be paid one full salary step adjustment (approximately 5%) as acting assignment pay, provided that pay does not exceed the maximum step of the salary grade of the job code to which the employee was temporarily assigned. Premiums based on percent of salary shall be paid at a rate that includes acting assignment pay.

C. Requests for classification or reclassification review are not governed by this provision.

SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

The Appointing Officer may adjust the compensation of a supervisory employee whose compensation grade is set by this Ordinance subject to the following conditions:

A. The supervisor, as part of the regular responsibilities of his/her job code, supervises, directs, is accountable for and is in charge of the work of a subordinate or subordinates.

B. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

C. The organization is a permanent one approved by the Appointing Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

D. The job codes of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

E. The compensation grade of the supervisor is less than one full step (approximately 5%) over the compensation grade, exclusive of extra pay, of the employee supervised. In determining the compensation grade of a job code being paid a flat rate, the

flat rate will be converted to a bi-weekly rate and the compensation grade the top step of which is closest to the flat rate so converted shall be deemed to be the compensation grade of the flat rate job code.

F. The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation, exclusive of extra pay, of the employee supervised. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose job code is also covered by this Ordinance, the pay of such immediate supervisor shall be adjusted to an amount $1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.

G. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

H. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

I. The Human Resources Department may review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED EMPLOYEES ONLY)

A. When an exempt employee in the management unit (002) covered by this Ordinance is involuntarily removed or released from employment, the Appointing Officer will

endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which he/she was informed.

B. In addition to paragraph (A), when an exempt employee in the management unit (002) covered by this Ordinance is involuntarily removed or released from employment, the employee shall also receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee of any and all claims arising out of the employee's employment, including but not limited to termination of that employment and claims arising under this Ordinance, that the employee may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under this section.

C. In the event an exempt employee in the management unit (002) covered by this Ordinance is involuntarily returned to a permanent job code, that employee may elect to separate fully from City service and in such case shall receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee of any and all claims arising out of employee's employment, including but not limited to termination of that employment and claims arising under this Ordinance, that the employee may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the

California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under this section.

D. Additionally, any employee accepting severance pay under this provision shall be ineligible to be appointed to City service under Charter Section A8.511 ("Proposition F" appointment) in the department from which he or she was released for a period of two (2) years from the date of release.

E. Released employees must elect severance within thirty (30) days of notice of the involuntary separation/release.

F. Payment of severance is dependent upon approval by the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Officer, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor. Additionally, an employee eligible for severance pursuant to Sections 6 (B) or 6 (C) above may receive severance pursuant to either, but not both.

SECTION 7. BILINGUAL PAY

A "designated bilingual position" is a position designated by the department subject to approval by the Human Resources Department, which requires translation services consisting of translating to and from a foreign language, including sign language for the hearing impaired and Braille for the visually impaired.

An employee in a designated bilingual position who routinely and consistently provides more than forty (40) hours per pay period of translation services will receive a bilingual premium of sixty dollars ($60.00) per pay period.

An employee in a designated bilingual position who routinely and consistently provides more than ten (10) but less than forty (40) hours per pay period of translation services will receive a bilingual premium of forty dollars ($40.00) per pay period.

SECTION 8. PREMIUM PAY

All premiums and additional forms of compensation described in this Ordinance shall be paid only for actual hours worked.

There shall be no pyramiding of premiums for purposes of compensation calculations. Each premium shall be calculated on the base wage rate exclusive of any and all premiums, benefits and other forms of additional compensation.

SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

Appointing Officers may appoint employees to any step, at any time, in the salary grade which does not exceed the maximum of the salary grade. If there are no steps within the salary grade, the Appointing Officer may appoint employees to any place within the grade at any time, providing that the placement does not exceed the salary grade maximum.

Employees who enter below the salary grade maximum may advance one step following completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive step.

An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The denial of a step increase is subject to the grievance

procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

SECTION 10. METHODS OF CALCULATION

A. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

B. Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay grade. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

SECTION 11. WORK SCHEDULES

A. REGULAR WORK SCHEDULES

1. Regular Work Day. Unless otherwise provided in this Ordinance, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.

2. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular workweek is a tour of duty of five (5) worked days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) working days in conjunction with changes in their work shifts or schedules.

3. Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the job code is not available because of inclement weather conditions,

shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the job code is available shall be paid for a minimum of two (2) hours. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer or designee. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of two (2) hours, and for hours actually worked beyond two (2) hours, computed to the nearest one-quarter hour.

B. NIGHT DUTY

Employees covered by this Ordinance who, as part of their regularly scheduled work shift, are required to work any hours between 5:00 p.m. and 7:00 a.m. shall receive a premium of 8½ % per hour in addition to their straight time hourly base rate of pay for any and all hours worked between 5:00 p.m. and 7:00 a.m. Excluded from this provision are those employees (1) who are exempt from the Fair Labor Standards Act or (2) who participate in an authorized flex-time or alternative work schedule program where the work shift includes hours to be worked between the hours of 5:00 p.m. and 7:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

C. ALTERNATE WORK SCHEDULES

The Appointing Officer may enter into cost equivalent alternate work schedules for some or all employees covered by this Ordinance. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

D. VOLUNTARY REDUCED WORK WEEK

Subject to approval by the Appointing Officer, employees covered by this Ordinance may voluntarily elect to work a reduced workweek for a specified period of time. Such reduced workweek shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

SECTION 12. STANDBY PAY AND PAGER PAY

Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available to be called in for immediate emergency service for the performance of their regular duties, shall be paid ten percent (10%) of their regular straight time rate of pay for the period of such standby service when outfitted by the department with an electronic paging device or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service.

The provisions authorizing standby pay do not apply to job codes designated by a "Z" symbol.

SECTION 13. CALL BACK

Except for employees at remote locations where City supplied housing has been offered, or who are otherwise being compensated, an employee who is called back to his or her work location following the completion of his/her work day and departure from his/her place of employment shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand-by status.

Notwithstanding the general provisions of this section, call back pay shall not be allowed in job codes designated by a "Z" symbol.

SECTION 14. OVERTIME COMPENSATION

A. Subject to sub-paragraphs (B) through (D) below, the Appointing Officer may require employees to work longer than the regular work day or the regular work week. Any time worked by an employee with proper authorization, exclusive of part-time employees, in excess of forty (40) hours actually worked during a regular work week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate. For the purposes of calculating overtime compensation, an employee's base hourly rate may include certain premiums for those hours actually worked at the premium rate.

B. Employees working in job codes that are designated as having a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed forty (40) hours per week. Overtime shall be calculated and paid on the basis of the total number of straight time hours actually worked in a week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

C. Only legal holidays, listed in Section 16 ("Holidays"), shall count as hours worked for the purposes of computing overtime.

D. Employees in non-"Z" designated job codes who are required to work overtime shall be paid at a rate of one and one-half times their regular base rate. An employee may elect to accrue Compensatory Time Off ("CTO") in lieu of overtime, provided that the Appointing Officer approves that election. In no instance may an employee accrue more than one hundred sixty (160) hours of CTO. A non-"Z" classified employee who is appointed to a position in another department shall have his or her entire CTO balance paid out at the rate of

the underlying classification prior to appointment. A non-"Z" classified employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated classification shall have his or her entire CTO balance paid out at the rate of the lower classification prior to promotion.

E. Employees in job codes designated by a "Z" symbol shall not be paid for overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of 40 hour/week. The maximum amount of CTO that may be accrued is one hundred sixty (160) hours. In lieu of accruing CTO during the fiscal year, unrepresented department heads, the 1283 Director of Employee Relations and employees in AB44 Confidential Chief Attorney II shall have the same executive leave benefit applicable to employees in job codes assigned to the EM Unit. In lieu of accruing CTO during the fiscal year, employees in the 1282 Manager Employee Relations classification shall have the same administrative leave benefit applicable to employees in job codes assigned to the M Unit.

SECTION 15. FAIR LABOR STANDARDS ACT

To the extent that this Ordinance fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act ("FLSA"), this Ordinance authorizes and directs all City departments to ensure that their employees receive, at a minimum, such FLSA benefits.

SECTION 16. HOLIDAYS

Except when normal operations require, or in an emergency, employees covered by this Ordinance shall not be required to work on the following days hereby declared to be holidays for such employees:

January I (New Year's Day)

the third Monday in January (Martin Luther King, Jr.'s Birthday)

the third Monday in February (President's Day)

the last Monday in May (Memorial Day)

July 4 (Independence Day)

the first Monday in September (Labor Day)

the second Monday in October (Columbus Day)

November 11 (Veteran's Day)

Thanksgiving Day

the day after Thanksgiving

December 25 (Christmas Day)

Provided however, that, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in the Administrative Code Section 16.4. Those employees who work on a Friday that is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

The City shall accommodate religious belief or observance of employees as required by law.

Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated for eligible part-time employees), in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive floating holidays. 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 may be carried forward from one fiscal year to the next. 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. No compensation of any kind shall be earned or granted for floating holidays not taken. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may, at the sole discretion of the Appointing Officer, be granted to take off those floating holiday(s) to which the separating employee was eligible and had not yet taken off. Notwithstanding other limitations in this section, any unused floating holidays accrued through June 30, 2017 may be carried over to be used in fiscal year 2017-18.

Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective Appointing Officer to work on any of the holidays specified in Section 16 or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1)

additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the Appointing Officer, an employee may be granted CTO in lieu of paid overtime.

Employees occupying positions that are exempt from the FLSA (Executive, Administrative and Professional) shall not receive extra compensation for holiday work but may be granted time off at the discretion of the Appointing Officer.

SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

A. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.

B. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

C. Employees required to work on a holiday that falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.

D. Sections (B) and (C) above shall apply to part-time employees on a pro-rata basis. If the provisions of this section deprive an employee of the same number of legal holidays that an employee receives who works Monday through Friday, the employee shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this

section result in the employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at his or her normal rate of compensation.

SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

Persons employed for holiday work only, or persons employed on a part-time work schedule that is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period

immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

SECTION 22. IN-LIEU HOLIDAYS

A. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

B. In-lieu holidays will be assigned by the Appointing Officer or designee if not scheduled in accordance with the procedures described herein.

C. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the Appointing Officer.

SECTION 23. PROBATIONARY PERIODS

Probationary periods shall be defined and administered by the Civil Service Commission. All permanent appointees shall serve a minimum of 2,080 hours probationary period.

A probationary period may be extended by mutual written agreement between the employee and the Appointing Officer.

SECTION 24. HEALTH AND WELFARE

For employees who are Health Services System members, the City's contribution to employee health, dental, and other insurance benefits will be equivalent to those offered to members of the City's bargaining unit #32.

In addition, employees who are Health Services System members are eligible for one (1) annual VDT examination and prescribed eyewear.

SECTION 25. RETIREMENT CONTRIBUTION

Employees in classifications covered by this Ordinance shall pay their own employee retirement contributions as set forth in the San Francisco Charter.

The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco City and County Employees Retirement System ("SFERS"). The fact that the Ordinance does not specify that a certain item of compensation is excluded from retirement benefits does not and should not be construed to mean that the San Francisco Retirement Board includes the compensation when calculating retirement benefits.

SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

Subject to development, availability and scheduling by SFERS and the California Public Employees Retirement System ("CalPERS"), employees shall be allowed not more than one (1) day to attend a pre-retirement planning seminar sponsored by SFERS or CalPERS.

Employees must provide at least two (2) weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee who has timely requested release time 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.

All such seminars must be located within the Bay Area.

This section shall not be subject to the grievance procedure.

SECTION 27. WORKER'S COMPENSATION AND RETURN TO WORK

The City will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties or from job duties regularly assigned to employees in the injured employee's job code. Where appropriate modified duty is not available within the employee's job code, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another job code, on a different shift, and/or in another department, subject to the approval of the Appointing Officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive his or her regular base rate of pay and shall not be eligible for any other additional compensation (premiums) or out of class assignment pay as may be provided under this Ordinance.

An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability Insurance, may request to supplement the amount of disability indemnity payment with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, CTO, or vacation, so as to equal the normal salary the employee

would have earned for the regular work schedule. Use of CTO for this purpose requires approval from the employee's Appointing Officer.

An employee who wishes not to supplement, or who wishes to supplement with CTO or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

Employee supplementation of worker's compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the worker's compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or CTO credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee. Sick leave with pay, vacation, or CTO credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

This section clarifies and supersedes any conflicting provisions of the Civil Service Commission Rules that are within the Charter authority of the Board of Supervisors.

SECTION 28. STATE DISABILITY INSURANCE COVERAGE

Upon a statement by a majority of employees in a job code, or by the sole incumbent in a single "A" position or by the majority of employees in a multi "A" position, requesting that

they be enrolled in the State Disability Program, the City shall take all necessary action to enroll affected employees therein.

SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION STATUTES

This Ordinance shall be interpreted, administered and applied in a manner that complies with the provisions of federal, state and local disability and anti-discrimination statutes. The City shall have the right to take whatever action it deems appropriate to ensure compliance with such laws.

A complaint of discrimination may, at the option of the employee be processed through the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee elects to pursue remedies for discrimination complaints outside the procedure of this Ordinance, that election shall constitute a waiver of the right to pursue that complaint through the grievance process under this Ordinance. To the extent permissible by law, if there is an election to pursue the complaint through the grievance process under this Ordinance, that election shall constitute a waiver of the right to pursue the complaint in other forums and the employee shall be required to execute a written acknowledgement of the waiver in a form approved by the City Attorney.

SECTION 30. TUITION REIMBURSEMENT

The City will allocate $30,000 for the Tuition Reimbursement Program for employees covered by this Ordinance. Employees covered by this Ordinance may be reimbursed up to a maximum of $2,500 for tuition, registration fees, books and other materials for internal or external training programs that will enhance the employee's work skills, professional conferences, professional association memberships and desired licenses relevant to the

employee's current classification. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

Subject to approval by the Appointing Officer or designee and to the extent funds are available, employees may utilize up to $1,000 of the funds available to them under this section to pay for the cost of reasonable and necessary travel and lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's current travel policy.

In addition, subject to the approval of the employee's Appointing Officer, an employee may also be reimbursed up to $1,000 of the maximum funds available to them for the purchase of handheld electronic devices (e.g. smartphones, tablets), laptop computers, professional software, and books and subscriptions for use in the performance of their City duties. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

SECTION 31. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR REGISTRATIONS

When a certificate, license or registration is required by the Civil Service Commission as a minimum qualification for City employment in a position covered by this Ordinance, the City will reimburse the employee for the amount of the mandatory fee for the renewal of such certificate, license or registration.

SECTION 32. BAR DUES

Full-time permanent exempt employees covered by this Ordinance who, as a condition of employment, are required to be a member of the California State Bar shall be reimbursed for annual mandatory minimum California State Bar dues.

SECTION 33. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

Employees covered by this Ordinance shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

SECTION 34. LIFE INSURANCE

Upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the City shall provide life insurance in the amount of $50,000 for all employees covered by this Ordinance.

SECTION 35. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

All employees covered by this Ordinance shall be provided with safety equipment and protective clothing in accordance with Cal-OSHA requirements and as deemed appropriate by and authorized by the Appointing Officer or designee.

SECTION 36. PARENTAL LEAVE

Upon proper advance notification, employees covered by this Ordinance may be granted up to forty (40) hours parental leave per fiscal year, four (4) hours of which will be paid leave to participate in the activities of a school or licensed child day care facility of any of the employee's children. An employee may take two (2) hours of paid leave between July 1 to December 31, and another two (2) hours paid leave from January 1 to June 30. In addition, parental leave shall not exceed eight (8) hours in any calendar month of the year.

In order to qualify for parental leave, the employee must give reasonable notice to his or her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in

school/child care related activities on a specific date and at a particular time, if requested by management. The employee may utilize either existing vacation, CTO, or personal (unpaid) leave to account for absences qualifying for parental leave after he or she has used the paid leave hours as provided above. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence on parental leave applies only to the parent who first gives notice.

Denial of parental leave under this section is not subject to the grievance process.

SECTION 37. MILEAGE REIMBURSEMENT

Covered employees shall be reimbursed at the Controller's certified rate per mile when required to use their personal vehicle for City business.

SECTION 38. GRIEVANCE PROCEDURE

A. Definition:

A grievance shall be defined as any dispute that involves the interpretation or application of this Ordinance. The grievance must state the circumstances about which the grievant claims to be aggrieved, the section(s) of the Ordinance that the grievant believes were violated and the remedy or solution sought by the grievant.

B. General Provisions:

In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.

If the supervisor or Appointing Officer fails to respond within the required time limits specified in paragraph C below, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered withdrawn.

The parties may extend the time limits set forth in this grievance procedure by mutual written agreement.

Any deadline date under this section that falls on a Saturday, Sunday or a legal holiday listed in Section 16 shall be continued to the next business day.

C. Procedure:

Step I Immediate Supervisor

An employee having a grievance must first discuss it with the employee's immediate supervisor. The employee's immediate supervisor is the individual who immediately assigns, reviews or directs the work of an employee.

If a solution to the grievance, satisfactory to the employee and immediate supervisor, is not accomplished by the informal discussion, the employee may pursue the matter further. The employee shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance or within fifteen (15) calendar days from such time as the employee should have known of the occurrence thereof. The discussion with the supervisor described in the preceding paragraph does not extend the time to submit the written grievance.

The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He or she shall respond within five (5) calendar days.

Step II Department Head or Designee

If the employee is not satisfied with the decision rendered at Step 1, the employee shall submit the grievance in writing to the department head or designee within fifteen (15) calendar days of receiving notification of the Step 1 decision or the due date for the Step 1 decision. The grievance shall include a specific description of the basis for the claim, the Ordinance section(s) believed violated and the resolution desired. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The department

head or designee shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievance, specifying his or her reason(s) for concurring with or denying the grievance.

Step III Director, Employee Relations Division

If the employee is not satisfied with the decision of the department head or designee, the employee shall submit the grievance to the Employee Relations Director within fifteen (15) calendar days after receipt of the department's decision or the date that decision was due.

The Director shall have thirty (30) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and to render a decision concurring with or denying the grievance. The Employee Relations Director's decision shall be final and binding.

SECTION 39. PAPERLESS PAY POLICY

A. The Citywide Paperless Pay Policy will apply to all employees covered by this Ordinance.

B. Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive hard copies of their pay advices through their payroll offices upon request.

C. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pre-loaded bank card.

SECTION 40. SUBSTANCE ABUSE PREVENTION POLICY

All employees covered by this Ordinance shall be subject to post-accident testing as defined in the City's Substance Abuse Prevention Policy ("SAPP"). All employees covered by this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be subject to reasonable suspicion testing as defined in the SAPP. The City's SAPP is posted on the Department of Human Resources website.

SECTION 41. SAVINGS CLAUSE

Should any part hereof or any provision herein be declared invalid by any decree of court of competent jurisdiction, such invalidation of such part or portion of this Ordinance shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Ordinance.

Recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein incorrect. Such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2017.

SECTION 42. EFFECTIVE AND OPERATIVE DATES. This ordinance shall become effective upon enactment, and shall become operative on July 1, 2017. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance 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
Deputy City Attorney

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Miscellaneous Unrepresented and Management Unrepresented Classifications

for FY 2017 - 2018

LIST OF UNREPRESENTED JOB CODES PURSUANT TO CHARTER SECTION A8.409-1.

001 = Miscellaneous Unrep. Job Codes 002 = Management Unrep. Job Codes

Job Code	Description	Union Code
1280	Employee Relations Representative	001
1281	Senior Emp Relations Representative	001
9530	Labor Relations Rep, SFMTA	001
9531	Sr. Labor Relations Rep, SFMTA	001
AC35	Bd/Comm Secretary 3	001
0881	Mayoral Staff I	002
0882	Mayoral Staff II	002
0883	Mayoral Staff III	002
0884	Mayoral Staff IV	002
0885	Mayoral Staff V	002
0886	Mayoral Staff VI	002
0887	Mayoral Staff VII	002
0888	Mayoral Staff VIII	002
0889	Mayoral Staff IX	002
0890	Mayoral Staff X	002
0891	Mayoral Staff XI	002
0892	Mayoral Staff XII	002

Job Code	Description	Union Code
0901	Mayoral Staff XIII	002
0902	Mayoral Staff XIV	002
0903	Mayoral Staff XV	002
0904	Mayoral Staff XVI	002
0905	Mayoral Staff XVII	002
1282	Manager, Employee Relations Div	002
1283	Director, Emp Relations Div	002
1293	Human Resources Director	002
1682	Controller	002
9979	Labor and Employment Advisor	002
AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	002

[Memorandum of Understanding - Building Inspectors' Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and Building Inspectors' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and Building Inspectors' Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170081.

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

By: Katharine Porter
KATHARINE HOBIN PORTER
Chief Labor Attorney

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AMENDMENT No. 1
TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
BUILDING INSPECTORS' ASSOCIATION

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

ARTICLE III.A. WAGES

1. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014:	3%
Effective October 10, 2015:	3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage increases shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE VI.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1,2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY
Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION
Date:

Tim Jenkins
Business Representative
Building Inspectors Association

[Memorandum of Understanding - San Francisco District Attorney Investigators' Association]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170082.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO DISTRICT ATTORNEY
INVESTIGATORS' ASSOCIATION

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

ARTICLE III.A. SCHEDULES OF COMPENSATION

Compensation for the respective classifications of employment shall be paid for services under a normal work schedule as defined in Section III hereof. Compensations listed are gross amounts and are paid on a biweekly basis unless otherwise specified. The salary grade plan of seniority increments is contained herein. Wage rates are set forth in Attachment A.

Base wages shall be increased as follows:

Effective October 11, 2014:	3%
Effective October 10, 2015:	3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective October 11, 2014, active represented employees of DAIA shall receive a one-time wage adjustment of two percent (2%) to their base wages.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage increases shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE V.B. DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2014 through and inclusive of June 30, ~~2017~~ **2019**, with no reopeners.

FOR THE CITY

Date: 1/20/17

Micki Callahan,
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

John Lenny,
President

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

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to implement base wage increases for FYs 2017-2018 and 2018-2019, other specified terms and conditions of employment, and extend the term of the agreement through June 30, 2019.

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

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 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Laborers International Union, Local 261, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and other specified terms and conditions of employment, and extend the term of the MOU through June 30, 2019.

Amendment No. 2 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170083.

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

By: _____
KATHARINE HOBIN PORTER
Chief Labor Attorney

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AMENDMENT No. 2
TO THE 2014-2017 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:

I.A. RECOGNITION

The City acknowledges that the Union has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

3402 Farmer
3408 Apprentice Arborist Technician I
3409 Apprentice Arborist Technician II
3410 Apprentice Gardener
3417 Gardener
3419 Municipal Stadium Groundkeeper
3422 Park Section Supervisor
3424 Integrated Pest Management Specialist
3425 Senior Integrated Pest Management Specialist
3428 Nursery Specialist
3430 Chief Nursery Specialist
3434 Arborist Technician
3435 Urban Forestry Inspector
3436 Arborist Technician Supervisor
3438 Arborist Technician Supervisor II
7215 General Laborer Supervisor I
7220 Asphalt Finisher Supervisor I
7246 Sewer Repair Supervisor II
7281 Street Environmental Services Operations Supervisor
7282 Street Repair Supervisor II
7404 Asphalt Finisher
7421 Sewer Maintenance Worker
7428 Hodcarrier
7458 Switch Repairer
7501 Environmental Service Worker
7502 Asphalt Worker
7514 General Laborer
7540 Track Maintenance Worker
9916 Public Service Aide

The terms and conditions of this Agreement shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this Agreement.

I.E. JOINT LABOR MANAGEMENT COMMITTEE

1. The parties have established a Joint Labor Management Committee with equal representation from both the City and the Union.

   Scope:
   a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
   b. to give advice and make recommendations regarding issues which both the City and the Union agree to submit to the Joint Labor Management Committee;

2. The Joint Labor Management Committee shall meet at a minimum on a quarterly basis on the Wednesday prior to the fourth Friday in January, April, July, and October of each year and otherwise as needed. Dates can be adjusted for good cause or with the mutual agreement of the parties. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.

3. The Committee is specifically empowered to discuss and facilitate the resolution of disputes and the settlement of non-economic contract interpretation grievances with citywide relevance and interest, and to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

4. **The parties shall meet and confer regarding identified impacts of the PUC's Clean Power SF Program that are within the scope of bargaining.**

II.H. BARGAINING UNIT WORK

The City agrees that it will not assign work currently performed by LIUNA represented employees under this Agreement to City employees in any other bargaining unit. In the event that bargaining unit work is assigned to non-represented workers, the City will do so only subject to Article II.L of this agreement (as amended 7/1/2014) or pursuant to mutual agreement.

~~The San Francisco Gardener-Horticulture Apprenticeship Program was organized under the California Division of Apprenticeship Standards. All Departments participating in the Gardener-Horticulture Apprenticeship Program must follow these standards as set by the Joint Apprenticeship Committee, acting in accordance with its functions and responsibilities, except to the extent the standards conflict with state or federal law, the San Francisco Charter or Codes, or the San Francisco Civil Service Rules. Any disputes regarding the application of the Standards within departments are subject to the resolution process described within the Standards. This section and the Apprenticeship Standards are not subject to the grievance process in I.G. (Grievance Procedure).~~

Requests for classification or reclassification review shall not be governed by this Collective Bargaining Agreement but may be submitted to the Civil Service Commission whose determination is not subject to the grievance procedure.

ARTICLE III.A. WAGES

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~. Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% $\leq$ CPI-U $\leq$ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

The City agrees that provisions in the preceding paragraph that delay implementation of the July 1, 2018 scheduled wage increase because of projected shortfalls in the March, 2018 Joint Report shall not be used as evidence in any future interest arbitration proceedings under San Francisco Charter Section A8.409 or 8A.104. This does not preclude the City from making a similar proposal in the future, and from supporting it with other evidence.

Employees appointed to the following classifications shall enter at Step 5:

3422 Park Section Supervisor
3430 Chief Nursery Specialist
3436 Tree Topper Supervisor I
7215 General Laborer Supervisor I
7220 Asphalt Finisher Supervisor I
7246 Sewer Repair Supervisor II
7281 Street Environmental Services Operations Supervisor

3417 Gardeners and 7514 Laborers appointed after completing the full curriculum of a State-certified apprenticeship program or equivalent coursework when approved by the Apprenticeship Committee shall enter at Step 5. If completion of the full curriculum occurs after appointment, such employees shall be moved to Step 5 upon curriculum completion.

ARTICLE V.C. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2017 **2019**.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/20/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Vince Courtney
Business Representative
LIUNA, Local 261

Date: _____

Theresa Foglio
Business Representative
LIUNA, Local 261

[Memorandum of Understanding - Service Employees International Union, Local 1021]

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Service Employees International Union Local 1021, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 2 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170084.

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

By: _____
KATHARINE HOBIN PORTER
Chief Labor Attorney

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AMENDMENT No. 2
TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

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

Article III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014:	3%
Effective October 10, 2015:	3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustments of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

The City agrees that the provision in the preceding paragraph that delays implementation of the July 1, 2018 scheduled wage increase because of projected shortfalls in the March, 2018 Joint Report shall not be used as evidence or precedent in any future interest arbitration proceedings under San Francisco Charter Sections A8.409 or 8A.104. This does not preclude the City from making a similar proposal in the future, and from supporting it with other evidence.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~schedule~~.

Article VIII. D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~**2017**~~**2019**.

This Agreement shall remain in full force and effect through 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, ~~**2017**~~ **2019** or June 30th of any subsequent year of its desire to open the Agreement for the purpose of meeting and conferring on proposed changes.

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.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

FOR THE UNION

Date:_____

John Stead-Mendez
Executive Director
SEIU, Local 1021

Date:_____

David Canham
SF Regional Director, SEIU Local 1021

Date:_____

Joseph Bryant
Vice President, San Francisco Region

APPROVED AS TO FORM:

Date: 1/20/17

Katharine Hobin Porter
Chief Labor Attorney

[Memorandum of Understanding - Service Employees International Union, Local 1021: Staff & Per Diem Nurses]

Ordinance adopting and implementing Amendment No. 1 to the 2016-2017 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2016-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Staff and Per Diem Nurses, SEIU Local 1021, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2016-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170085.

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 2016-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
STAFF AND PER DIEM NURSES, SEIU LOCAL 1021

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

III.A. SCHEDULES OF COMPENSATION

The schedules of compensation for all represented classifications of employment subject to the provisions of Section A8.403 of the Charter shall be increased as follows:

Effective July 1, 2016: 3.25% increase

Included in the pay issued on August 23, 2016, the City shall provide to each permanent employee in represented classifications who is employed as of August 12, 2016, a one-time lump sum payment equivalent to 0.75% of the regular paid hours (excluding P103 hours) that employee worked in fiscal year 2015-2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

All wage increases provided in this Agreement will commence at the start of the payroll period closest to the date specified for the wage increase, unless noted otherwise, and shall be rounded to the nearest **whole dollar bi-weekly** salary ~~step of the range~~.

Rates for employees' classes are on a biweekly basis for a normal work schedule of five days per week, eight hours per day.

A Master's Degree level compensation rate for Class 2323 Clinical Nurse Specialist will be provided if the Civil Service Commission requires a Master's degree in an educational program accredited by the National League for Nursing or the American Public Health

Association in the appropriate clinical specialty area and the Master's degree and experience is included in the official class specifications and examination announcements.

Class 2830 Public Health Nurses

A Class 2830 Public Health Nurse will earn a premium of $2.225/per hour above their regularly scheduled rate upon completion of six months of service at Step 6. Effective July 1, 2014, new hires into Class 2830 shall no longer be eligible for this $2.225/per hour premium.

VI.E. DURATION

This Agreement shall be effective July 1, 2016 and shall remain in full force and effect through June 30, ~~2017~~ **2019**. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

FOR THE CITY
Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

FOR THE UNION
Date:

John Stead-Mendez
Executive Director
SEIU, Local 1021

Date:

David Canham
SF Regional Director, SEIU Local 1021

APPROVED AS TO FORM:

Date: 1/20/17

Katharine Hobin Porter
Chief Labor Attorney

[Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Engineers, Local 39, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170086.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
STATIONARY ENGINEERS, LOCAL 39

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

III.A. WAGES

Represented employees will receive the following wage increases:

a. Effective October 11, 2014 3%

b. Effective October 10, 2015 3.25%

c. Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

   In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

d. <u>Effective July 1, 2017, represented employees will receive a base wage increase of 3%.</u>

e. <u>Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.</u>

<u>All base wage calculations shall be rounded to the nearest whole dollar, bi-weekly salary.</u>

VI. E. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

FOR THE UNION

Date:_____

Michael Rainsford
Business Representative
Stationary Engineers, Local 39

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

[Memorandum of Understanding - Operating Engineers, Local Union 3 - Supervising Probation Officers]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170087.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO
SUPERVISING PROBATION OFFICERS

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

ARTICLE III.A. WAGES

Employees in classes 8414 Supervising Probation Officer, Juvenile Court, 8532 Supervising Probation Officer, Juvenile Court, 8434 Supervising Adult Probation Officer, and 8534 Supervising Adult Probation Officer shall maintain a maximum base wage salary that is at least ten percent (10%) higher than the maximum base wage salary received by class 8444 Deputy Probation Officer or class 8530 Deputy Probation Officer.

Represented employees will receive the following base wage increases:

Effective October 11, 2014	3%
Effective October 10, 2015	3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage increases shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~schedule~~.

ARTICLE V.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~2017~~ **2019**, with no reopeners except as specifically provided herein.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-19-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Jennifer Bills
Business Representative
Supervising Probation Officers

[Memorandum of Understanding - Transport Workers Union, Local 200]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union, AFL-CIO, Local 200, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Transport Workers Union, AFL-CIO Local 200, to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170088.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE TRANSPORT WORKERS UNION, AFL-CIO
LOCAL 200

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

ARTICLE III.A. WAGES

All base wage increases shall be rounded to the nearest **whole dollar, biweekly** salary ~~grade~~ for the employees covered by this agreement.

Represented employees shall receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015**:** 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI-U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

~~All base wage calculations shall be rounded to the nearest salary schedule.~~

ARTICLE V.B. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014 and shall remain in full force and effect through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/20/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Nichelle Flentroy
President
Transport Workers Union, Local 200

[Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO Local 250-A Automotive Service Workers (7410), to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170089.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE TRANSPORT WORKERS' UNION, AFL-CIO
LOCAL 250-A
AUTOMOTIVE SERVICE WORKERS (7410)

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

ARTICLE III.A. WAGES

During fiscal years 2014-2017 covered employees shall receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00%≤CPI-U≤3.00%)+0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index-All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE V.C. DURATION OF AGREEMENT

This CBA shall be in effect from July 1, 2014, through and inclusive of June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney

FOR THE UNION

Date: _____

Eric Williams
President

[Memorandum of Understanding - Transport Workers' Union Local, 250-A, Multi-Unit (Unit 28)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

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

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. 1 to the 2014-2017 Memorandum of Understanding ("MOU") between the City and County of San Francisco and the Transport Workers' Union Local 250-A, Multi-Unit (Unit 28), to implement base wage increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through June 30, 2019.

Amendment No. 1 to the 2014-2017 MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 170090.

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 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE TRANSPORT WORKERS' UNION
LOCAL 250-A, MULTI-UNIT (UNIT 28)

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

ARTICLE III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as (2.00% ≤ CPI U ≤ 3.00%) + 0.25%, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds $200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest **whole dollar, bi-weekly** salary ~~grade~~.

ARTICLE V.C. DURATION OF AGREEMENT

This CBA shall be in effect from July 1, 2014, to and through June 30, ~~2017~~ **2019**.

FOR THE CITY

Date: 1/20/17

Micki Callahan
Human Resources Director

FOR THE UNION

Date:

Eric Williams
President
Transport Workers Union, Local 250-A

Date: 1-20-17

Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter
Chief Labor Attorney