

**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 I – REPRESENTATION

(Adding new section K to Article I)

K. CITY WIDE LABOR MANAGEMENT COMMITTEE

The City and the Union understand and agree that it is the objective of all parties to provide quality services to residents in a work environment that is safe for employees and in which employees' concerns about their terms and conditions are discussed and addressed. To promote these shared goals, the parties agree to establish a City-Wide Labor Management Committee for SEIU-represented employees (the "SEIU-City LMC"). This does not replace existing committees.

- a. Membership: The SEIU-City LMC shall be composed of 12 core members; 6 appointed by the Union and 6 appointed by the City. Additional subject matter experts shall be permitted to attend meetings as necessary. Bargaining unit employees shall be released in advance of any meeting for reasonable caucus time and to attend the meeting, and employees shall not lose any wages or benefits for their attendance at the meeting.
- b. Purpose: The purpose of the SEIU-City LMC is to identify, discuss, and address issues surrounding SEIU-represented employees' terms and conditions in a constructive manner. The SEIU-City LMC members will investigate concerns that are brought to their attention and attempt to make unanimous recommendations to address concerns. The City shall promptly implement those recommendations made by the SEIU-City LMC members as long as any such recommendations are consistent with the San Francisco Charter, Codes, Civil Service Rules, City policies, and provisions of this Agreement.
- c. Meeting: The SEIU-City LMC shall meet on a monthly basis starting the month following ratification of this Agreement. The meetings shall normally be scheduled for the third Wednesday of each month, unless a different date in the month is mutually agreed upon by the City and the Union. No later than seven (7) calendar days prior to the scheduled meeting, the City and the Union shall provide each other with their proposed agenda items to be discussed at the meeting. Other items shall

not be discussed absent mutual agreement. Meetings shall be rotated between the parties' office locations. The meetings shall be scheduled to last at least one (1) hour and in no event shall they last more than three (3) hours unless all members agree to extend the meeting.

- d. Dispute Resolution: At all times the SEIU-City LMC shall try to resolve issues through unanimous consensus. In the event there is no consensus, either party may request in writing within two weeks after the last meeting at which the issue was discussed, that the issue be submitted to mediation. The Mediator shall be asked to meet only with the members of the SEIU-City LMC within fourteen (14) days or as soon as the Mediator is available at a location agreed to by the parties. The Mediator shall be empowered to listen to the parties' respective positions and to make an oral recommendation to the members of the SEIU-City LMC at the conclusion of the mediation, or no later than one week after, unless the parties mutually agree to give the Mediator additional time. The decision issued by the Mediator shall be deemed advisory in nature. The members of the SEIU-City LMC may, by majority vote of all 12 core members of the SEIU-City LMC, recommend implementation of the Mediator's recommendation and the parties shall thereafter work together to make that implementation successful. If the Mediator's recommendation is not approved by a majority of the SEIU-City LMC members, the matter may be revisited by the SEIU-City LMC at a later date if mutually agreed to by the parties.
- e. Mediator: A Mediator shall be requested from the State Mediation and Conciliation Service unless the parties mutually agree to a Mediator. No transcript or other recording of the mediation shall be made and the mediation shall be considered a part of the SEIU-City LMC process. Under no circumstances shall a Mediator be required to testify concerning the mediation. If there is a cost for the services of the Mediator, the parties shall jointly bear that expense.
- f. Resolution: The parties agree that either party may file a grievance regarding any failure by the other party to fulfill any procedural obligation that arises under this provision. Grievances under this provision shall commence at Step IV. The parties agree to submit three (3) unresolved issues that are within the scope of representation as defined by the Meyers Miliias Brown Act and do not fall within the grievance procedure to the Mayor for final determination two (2) times per fiscal year. The Union understands and agrees that the limitations referenced in the preceding sentence are cumulative across all City bargaining units represented by the Union, excepting the MTA Service Critical bargaining unit.
- g. Nothing in this provision shall abridge or otherwise modify any right guaranteed by another provision of this agreement.

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 $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$, 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 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:

1/30/17



Micki Callahan
Human Resources Director

Date:

1-26-17



Suzanne R. Mason
Employee Relations Director

APPROVED AS TO FORM:

Date:

1/27/17



Katharine Hobin Porter
Chief Labor Attorney

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