

BOARD of SUPERVISORS



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## MEMORANDUM

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

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

DATE: September 23, 2020

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of Understanding – September 2020

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on September 15, 2020:

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

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

File No. 201045 [Memorandum of Understanding - San Francisco Fire Fighters Local 798, Unit 1]

**Ordinance adopting and implementing the Second Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Association Local 798, Unit 1, to defer wage increases currently set for Fiscal Year 2020-2021, extend the term by two years, and set wages for the additional term.**

File No. 201046 [Memorandum of Understanding - San Francisco Fire Fighters Local 798, Unit 2]

**Ordinance adopting and implementing the Third Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Association Local 798, Unit 2, to defer wage increases currently set for Fiscal Year 2020-2021, extend the term by two years, and set wages for the additional term.**

File No. 201047 [Memorandum of Understanding - Municipal Executives Association]

**Ordinance adopting and implementing the First Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to update the grievance procedures.**

File No. 201048 Memorandum of Understanding - Municipal Executives Association - Fire]

**Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Fire, to defer wage increases currently set for Fiscal Year 2020-2021, extend the term by two years, and set wages for the additional term.**

File No. 201049 [Memorandum of Understanding - Municipal Executives Association - Police]

**Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Police, to defer wage increases currently set for Fiscal Year 2020-2021, amend the retention premium provisions, extend the term by two years, and set wages for the additional term.**

File No. 201050 [Memorandum of Understanding and Settlement of Grievances - Police Officers Association]

**Ordinance adopting and implementing the Tentative Agreement between the City and County of San Francisco and the San Francisco Police Officers Association (“POA”), including: (1) adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA, to defer wage increases currently set for Fiscal Year 2020-2021, amend the retention premium provisions, amend the 10B overtime provisions, extend the term by two years, and set wages for the additional term; and (2) approving settlement of two grievances filed by the POA against the City, for a not to exceed amount of \$359,613.87; the grievances were filed on March 25, 2020, and June 29, 2020, and involve compensation disputes under the Memorandum of Understanding.**

File No. 201051 [Memorandum of Understanding - Service Employees International Union, Local 1021]

**Ordinance adopting and implementing the Second Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021 (Miscellaneous) to update the work study provisions.**

File No. 201052 [Memorandum of Understanding - Service Employees International Union Local 1021: Staff & Per Diem Nurses]

**Ordinance adopting and implementing the First Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to make administrative amendments to the overtime provisions.**

File No. 201053 [Compensation for Unrepresented Employees]

**Ordinance amending Ordinance No. 106-20 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 working schedules and other terms and conditions of employment and methods of payment effective July 1, 2020.**

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

1 [Memorandum of Understanding - Municipal Executives Association]

2

3 **Ordinance adopting and implementing the First Amendment to the 2019-2022**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **Municipal Executives Association, to update the grievance procedures.**

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

10

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

12

13 Section 1. The Board of Supervisors hereby adopts and implements the First  
14 Amendment to the 2019-2022 Memorandum of Understanding (“MOU”) between the City and  
15 County of San Francisco and the Municipal Executives Association, to update the grievance  
16 procedures.

17 The First Amendment to the MOU so implemented is on file with the Clerk of the Board  
18 of Supervisors in Board File No. \_\_\_\_\_.

19

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

22

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

25

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

3

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

6 By: /s/ \_\_\_\_\_  
7 KATHARINE HOBIN PORTER  
8 Chief Labor Attorney

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**AMENDMENT No. 1**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN AND FOR**  
**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:

**I.H. Grievance Procedures**

29. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
1. Definition
30. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. ~~Discipline may not be grieved under this section.~~ **The Association may only grieve discipline for permanent civil service employees who have passed probation.**
31. The Association and the City agree that grievances must include the following:
- a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;
  - b. The section(s) of the contract which the Association believes has been violated; and
  - c. The remedy or solution being sought by the Grievant.
32. The City will return any grievance that does not include the information specified above. The Association may resubmit a new grievance with the missing information, with all dates and other provisions triggered off the new submission date.
33. Written reprimands are not subject to the grievance procedure; provided however, that employees shall be entitled to submit a written rebuttal to any written reprimand within thirty (30) days from the date of the reprimand. The City will attach a timely rebuttal to the reprimand and place it in the employee's official personnel file with the reprimand.

34. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.

2. Time Limits

35. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.

36. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.

3. Steps of the Procedure

37. Except as otherwise specifically provided, all grievances must be initiated at Step 1 of the grievance procedure. In the event the City disagrees with the level at which the grievance is filed the City may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.

38. Except as otherwise **specifically** provided in subsection 10, a grievance affecting more than one employee shall be filed at Step 2 with the appointing officer. In such event, the Association must provide a list of all employees, their classifications, department and the nature of the grievance, including the specified injuries.

39. Grievances affecting more than one department shall be filed at Step 3 with the Employee Relations Division and include the same information as in the preceding paragraph.

40. **Grievances related to discipline of an employee must be submitted initially at Step 3 of this procedure within fifteen (15) calendar days of the final notice of discipline.**

41. An employee shall first attempt to resolve the alleged violation informally with the employee's immediate supervisor.

42. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within thirty (30) calendar days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation.

43. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

44. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within fifteen (15) calendar days of receipt of the Step 1 response. **The Step 2 grievance shall contain a specific description of the basis for**

**the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step.**

The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.

45. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 2 response. **The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step.** The Director may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
46. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The ERD Director shall issue a letter referring the Association to the City Attorney's Office. The Association shall contact the City Attorney's Office by letter, copied to the Employee Relations Director, via US mail, within thirty (30) days of the date of the ERD Director's letter referring the Association to the City Attorney's Office. **If the Association fails to contact the City Attorney's Office within thirty (30) days of that letter, the grievance is deemed withdrawn.**
4. Selection of the Arbitrator
47. The parties shall select an arbitrator from the list of panelists attached hereto as Appendix B. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike-off procedure.
5. Authority of the Arbitrator
48. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
6. Fees and Expenses of Arbitrator
49. **a. Arbitrator Fees**  
The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the City. Mutual agreement is required for payment of fees when either party is requesting a Court Reporter. Transcripts shall not be required. If a party requests a transcript, that party shall be solely responsible for the cost.
50. **b. Attorney's Fees and Costs**  
**The parties shall bear their own legal expenses and costs for grievances. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceeding.**



7. Hearing Dates and Date of Award

51. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.

8. Monetary Relief

52. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

9. Failure to Respond

53. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

10. Immediate Dispute Resolution

54. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the City or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.

55. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

56. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.

57. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.

58. This section may not be invoked for disciplinary grievances.

11. Petitions to Compel Arbitration

59. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.

12. Expedited Arbitration

- 59a** **Grievances for disciplinary suspensions of ten (10) days or less shall be resolved through an expedited arbitration process.** *By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide*

*for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or City deletes the first name in the alternating process shall be determined by lot.*

**59b** *Each expedited arbitration hearing **for five days suspension or less** will last a maximum of two hours. **Each expedited arbitration hearing for six through ten days suspension will last a maximum of four hours.** The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post-hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.*

**59c** *Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.*

**59d** *In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.*

## ARTICLE II: EMPLOYMENT CONDITIONS

### II.C. Discipline

80. ~~Discipline shall continue to be implemented pursuant to San Francisco Charter Section A8.341 and A8.342. However, pursuant to Charter Section A8.341 (b), the Association and the City agree to modify the disciplinary rights provided in those sections as follows:~~

#### Rights of Permanent Civil Service Employees

81. All discipline shall be for just cause.
82. A permanent civil service employee subject to suspension or discharge, shall be entitled, prior to the imposition of that suspension or discharge, to a Skelly meeting and to the following:
83. a. A notice of the proposed action;
84. b. The reasons for the proposed discipline;
85. c. A copy of the charges and the materials upon which the action is based; and
86. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The employee's department shall provide a copy to the Association of all the materials provided to the employee.

87. A management representative who is not the employee's immediate supervisor or part of the investigative process shall preside over the Skelly meeting.

The City shall provide the Skelly decision to the Association within two (2) weeks of the Skelly meeting. The City may request an extension of up to thirty (30) calendar days from the Association to comply with this provision.

88. Employees subject to Public Safety Officers' Procedural Bill of Rights Act shall be entitled to administrative appeal when subject to written reprimand.
89. ~~Eligible, represented employees may appeal disciplinary suspensions, demotions and terminations to a hearing officer selected from Appendix B. The hearing officer shall be mutually selected pursuant to the striking procedure set forth in Article I.H.4. If no appeal is available, the employee will be provided the opportunity to respond in writing, with such response maintained in the employee's personnel file. An employee who requests the opportunity for a "name clearing hearing" before the Appointing Officer or designee is entitled to a response to the request within five (5) working days of the employee's request. An employee who has had a name clearing hearing is not entitled to appeal the termination.~~

- (1) The employee must file the request with the Appointing Officer within five (5) working days of the receipt of the written notice of separation.
- (2) At the hearing, the employee may be represented by a representative of the employee's choosing.

#### Representation of Permanent Civil Service Employees

90. If a permanent civil service employee has designated ~~the Association~~MEA to provide representation in the disciplinary process, ~~the Association~~MEA shall be notified of the identity

of the Skelly Officer and receive all of the materials used to support the disciplinary actions. After the discipline decision, the City shall also provide the Association ~~MEA~~ with the Skelly Officer's report. the Association ~~MEA~~ will also receive any written recommendation from the Skelly ~~hearing officer~~ to the appointing officer. As to such disciplinary action, an employee may respond in writing, and such response will be maintained in the employee's personnel file, if the Appointing Officer imposes suspension or termination.

91. ~~The fees and expenses of the hearing officer shall be shared equally by the Association and the City. Transcripts shall not be required, except that either party may request a transcript, provided, however, that the party making such a request shall be solely responsible for the cost, unless otherwise agreed. Direct expenses of the hearing officer shall be borne equally by the parties.~~
92. ~~Upon the completion of 2080 hours of continuous service in a current represented job code, employees in non exempt job codes covered by this agreement with temporary status shall be subject to discipline for just cause only, and shall be entitled to the post disciplinary appeal rights set forth in Charter Sections A8.341 and A8.342 as modified in the sub sections herein.~~

*Expedited Arbitration*

93. ~~Upon mutual agreement, appeals of suspensions of eligible represented employees shall be processed through an expedited arbitration proceeding. *By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or City deletes the first name in the alternating process shall be determined by lot.*~~
94. ~~*Each expedited arbitration hearing will last a maximum of two hours. The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.*~~
95. ~~*Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.*~~
96. ~~*In the event that an expedited arbitration hearing is cancelled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.*~~

Personnel Files

97. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or ~~MEA~~ the Association, materials related to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings, or as

otherwise required by federal, state, or local law. An employee or ~~MEA~~ the Association may request sealing prior to the end of the three year period.

98. There shall be one (1) official personnel file. Supervisors' informal notes and records relating to their supervisory responsibilities shall not be maintained any longer than necessary for supervision and evaluation purposes. After such time, such notes and records shall either (1) be made a part of the official personnel file or (2) destroyed, subject to applicable law.
99. With the written permission of the employee, a representative of the Association may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
100. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.
101. An employee shall have the opportunity to review, sign and date any adverse material to be included in the employee's personnel file except routine matters chronicling job and pay changes.
102. The employee may attach a response to adverse material within 30 days of receipt of such material.

## **Appendix B**

Norman Brand

Alexander "Buddy" Cohn

Matthew Goldberg

Carol Vendrillo

Katherine Thomson

Barbara Kong-Brown

~~Christopher Burdick~~ Martin Gran

\*This list may be amended by mutual agreement. Such agreement must be confirmed in writing.

FOR THE CITY

FOR THE UNION

Carol Isen

Digitally signed by Carol Isen  
DN: cn=Carol Isen, o=Department of Human  
Resources, ou=Employee Relations Division,  
email=carol.delorio@sjgov.org, c=US  
Date: 2020.09.15 12:50:17 -0700

9/15/2020

CAROL ISEN  
Employee Relations Director

Date

DocuSigned by:

RAQUEL SILVA  
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9/15/2020

RAQUEL SILVA  
Municipal Executives Association

Date

APPROVED AS TO FORM:

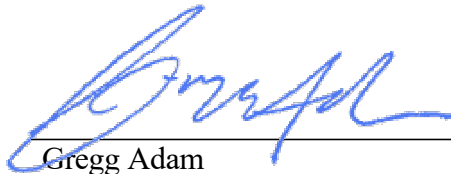
DENNIS J. HERRERA  
City Attorney

MESSING, ADAM & JASMINE

9/15/2020

Katharine Hobin Porter  
Chief Labor Attorney

Date



09-15-2020

Gregg Adam  
MEA Counsel

Date

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**THE MUNICIPAL EXECUTIVES ASSOCIATION**

**JULY 1, 2019 – JUNE 30, 2022**

**Revised per Amendment #1 to FY 2019-2022 MOU**

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**ARTICLE I - REPRESENTATION**

**AGREEMENT**

1. This Agreement is entered into by the City and County of San Francisco hereinafter "City" and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

**ARTICLE I: REPRESENTATION**

**I.A. Recognition**

2. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for bargaining unit 32 and designated as groups M, EM and M-SA, M-DA as listed in Appendix A.
3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.
4. Successor job codes resulting from the consolidations or divisions of classes currently represented by MEA shall continue to be subject to this MOU.
5. The City agrees to recognize the Association as the collective bargaining representative of any job code which constitutes a successor job code to a job code which the Association currently represents. Where there is question as to whether or not a new job code is a successor class, the Department of Human Resources shall make the final determination, which shall be appealable pursuant to the Employee Relations Ordinance.
6. Issues related to job code descriptions shall be subject to meet and confer process with final review and approval by the Civil Service Commission, not subject to grievance or arbitration.

**I.B. Intent**

7. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general membership of the Association, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.
8. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance of any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.

## **ARTICLE I - REPRESENTATION**

### **I.C. No Strike Provision**

9. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

### **I.D. Meet and Confer Responsibility During the Term of The Agreement**

10. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
11. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
12. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraphs 10 and 11 hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
13. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
14. During the term of an MOU, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter section A8.409 et seq., but may be subject to grievance arbitration.

### **I.E. Management Rights**

15. Except as otherwise provided herein, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
16. Except as otherwise provided herein, the City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be

## **ARTICLE I - REPRESENTATION**

offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.

17. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

### **I.F. Official Representatives**

18. The Association may select as many as five (5) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.
19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the City. Release time shall not be withheld unreasonably.
20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' department(s).
21. No representative may leave the duty or work station without specific approval of his supervisor.
22. Representatives shall be responsible for the performance of their work load consistent with release time approved pursuant to rules established herein.
23. The Association shall advise the City of any changes with its staffing as it relates to representation.

### **I.G. Association Access**

24. The City shall provide Association reasonable access to all work locations, including employee break areas, to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below, as well any rules and regulations agreed to by the City agency or department and the Association.
25. Association agrees that its access to work locations will not disrupt or interfere with a City agency or department's mission and services or the work of employees, or involve any political activities.

## **ARTICLE I - REPRESENTATION**

26. Association representatives must identify themselves upon arrival at a City agency or department. Association representatives may use City meeting space with a reasonable amount of advance notice and approval from the City agency or department, subject to availability.
27. The City may require an agency or department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees.
28. Nothing in this Section is intended to disturb existing City agency or departmental Union access policies. Further, City agencies or departments may implement additional rules and regulations after meeting and conferring with the Union.

### **I.H. Grievance Procedures**

29. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
  1. Definition
30. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. ~~Discipline may not be grieved under this section.~~ **The Association may only grieve discipline for permanent civil service employees who have passed probation.**
31. The Association and the City agree that grievances must include the following:
  - a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;
  - b. The section(s) of the contract which the Association believes has been violated; and
  - c. The remedy or solution being sought by the Grievant.
32. The City will return any grievance that does not include the information specified above. The Association may resubmit a new grievance with the missing information, with all dates and other provisions triggered off the new submission date.
33. Written reprimands are not subject to the grievance procedure; provided however, that employees shall be entitled to submit a written rebuttal to any written reprimand within thirty (30) days from the date of the reprimand. The City will attach a timely rebuttal to the reprimand and place it in the employee's official personnel file with the reprimand.

## **ARTICLE I - REPRESENTATION**

34. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.
2. Time Limits
35. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
36. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.
3. Steps of the Procedure
37. Except as otherwise specifically provided, all grievances must be initiated at Step 1 of the grievance procedure. In the event the City disagrees with the level at which the grievance is filed the City may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
38. Except as otherwise **specifically** provided in subsection 10, a grievance affecting more than one employee shall be filed at Step 2 with the appointing officer. In such event, the Association must provide a list of all employees, their classifications, department and the nature of the grievance, including the specified injuries.
39. Grievances affecting more than one department shall be filed at Step 3 with the Employee Relations Division and include the same information as in the preceding paragraph.
- 40. Grievances related to discipline of an employee must be submitted initially at Step 3 of this procedure within fifteen (15) calendar days of the final notice of discipline.**
41. An employee shall first attempt to resolve the alleged violation informally with the employee's immediate supervisor.
42. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within thirty (30) calendar days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation.
43. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

**ARTICLE I - REPRESENTATION**

44. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within fifteen (15) calendar days of receipt of the Step 1 response. **The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step.** The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.
45. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 2 response. **The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step.** The Director may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
46. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The ERD Director shall issue a letter referring the Association to the City Attorney's Office. The Association shall contact the City Attorney's Office by letter, copied to the Employee Relations Director, via US mail, within thirty (30) days of the date of the ERD Director's letter referring the Association to the City Attorney's Office. **If the Association fails to contact the City Attorney's Office within thirty (30) days of that letter, the grievance is deemed withdrawn.**

4. Selection of the Arbitrator

47. The parties shall select an arbitrator from the list of panelists attached hereto as Appendix B. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike-off procedure.

5. Authority of the Arbitrator

48. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

6. Fees and Expenses of Arbitrator



**ARTICLE I - REPRESENTATION**

49. **a. Arbitrator Fees**  
The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the City. Mutual agreement is required for payment of fees when either party is requesting a Court Reporter. Transcripts shall not be required. If a party requests a transcript, that party shall be solely responsible for the cost.
- 50. b. Attorney's Fees and Costs**  
**The parties shall bear their own legal expenses and costs for grievances. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceeding.**
7. **Hearing Dates and Date of Award**
51. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.
8. **Monetary Relief**
52. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.
9. **Failure to Respond**
53. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.
10. **Immediate Dispute Resolution**
54. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the City or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.
55. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

**ARTICLE I - REPRESENTATION**

56. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.

57. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.

58. This section may not be invoked for disciplinary grievances.

11. Petitions to Compel Arbitration

59. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.

**12. Expedited Arbitration**

**59a** **Grievances for disciplinary suspensions of ten (10) days or less shall be resolved through an expedited arbitration process.** *By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or City deletes the first name in the alternating process shall be determined by lot.*

**59b** *Each expedited arbitration hearing **for five days suspension or less** will last a maximum of two hours. **Each expedited arbitration hearing for six through ten days suspension will last a maximum of four hours.** The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post-hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.*

**59c** *Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.*

**59d** *In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.*

**ARTICLE I - REPRESENTATION**

**I.I. Union Security**

1. Authorization for Payroll Deductions

60. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees’ pay according to the Controller’s “Union Deductions Procedure” (“Procedure”), which the Controller may amend from time to time with reasonable notice to the Union. “Contributions” as used in this Section I.I. means Union membership dues, initiation fees, premiums for Union-sponsored insurance programs, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
61. b. The City shall deduct Contributions from a represented employee’s pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
62. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for City contributions.
63. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller’s Office receives the request after that time, the City will implement the changes in two following pay periods.
64. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller’s Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
65. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work,

## **ARTICLE I - REPRESENTATION**

home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contribution amount deducted.

66. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedures, or it receives an order from a court administrative body directing the City to change or cancel the deductions for one or more employees.
67. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

### 2. Indemnification

68. Except where prohibited by state or federal law, the Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.I. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union, (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions relating to compliance with this Section I.I. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contribution deduction, as provided in subsection 1.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II: EMPLOYMENT CONDITIONS**

**II.A. Non-Discrimination**

69. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rules, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws. This provision is not subject to the grievance procedure.

1. Americans with Disabilities Act

70. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith. This provision is not subject to the grievance procedure.

2. Family Medical Leave Act

71. The City acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

3. Meyers-Milias-Brown Act

72. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.

**II.B. Probationary Period for Employees in Permanent Civil Service Positions**

73. The final and most important phase of the selection process is the probationary period. The probationary period is used to evaluate the performance of an employee in the position to which appointed.

74. The Civil Service Commission defines and requires probationary periods. The probationary period for new employees in all classifications represented by the Association shall be 2080 regularly scheduled hours worked, including legal holiday pay (LHP). The probationary period

## **ARTICLE II – EMPLOYMENT CONDITIONS**

for an employee appointed to a promotive position shall be 1040 regularly scheduled hours worked, including LHP.

75. The probationary period for all other appointments, shall be 520 regularly scheduled hours worked, including LHP. This provision includes any employee appointed permanently to a class in which the employee has served the equivalent of the probationary period as a provisional, temporary or permanent exempt employee. To qualify, the prior service must be continuous and in the same department as the permanent appointment. If an employee is returned to duty in the same department from which the employee was laid off, the employee shall serve the remainder of any probationary period as set forth in Civil Service Rule 117.3.2.
76. The Association agrees that the probationary period may be extended for up to 2080 hours by a written mutual agreement between the Appointing Officer and a represented employee. After such agreement is reached, the City will provide notice of the agreement to the Association.
77. The City will notify the Association when it releases a represented employee from probation.
78. Probationary employees should receive:
  - a. An initial meeting to review the expectations and goals for the position;
  - b. Regular check-ins with a supervisor to provide feedback on performance; and
  - c. Performance appraisals at both the midpoint and the conclusion of the probationary period.

### **II.C. Discipline**

79. ~~Discipline shall continue to be implemented pursuant to San Francisco Charter Section A8.341 and A8.342. However, pursuant to Charter Section A8.341 (b), the Association and the City agree to modify the disciplinary rights provided in those sections as follows:~~

#### Rights of Permanent Civil Service Employees

80. All discipline shall be for just cause.
81. A permanent civil service employee subject to suspension or discharge, shall be entitled, prior to the imposition of that suspension or discharge, to a Skelly meeting and to the following:
  82. a. A notice of the proposed action;
  83. b. The reasons for the proposed discipline;
  84. c. A copy of the charges and the materials upon which the action is based; and
  85. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The employee's department shall provide a copy to the Association of all the materials provided to the employee.

## ARTICLE II – EMPLOYMENT CONDITIONS

86. A management representative who is not the employee’s immediate supervisor or part of the investigative process shall preside over the Skelly meeting.

The City shall provide the Skelly decision to the Association within two (2) weeks of the Skelly meeting. The City may request an extension of up to thirty (30) calendar days from the Association to comply with this provision.

87. Employees subject to Public Safety Officers’ Procedural Bill of Rights Act shall be entitled to administrative appeal when subject to written reprimand.

88. ~~Eligible, represented employees may appeal disciplinary suspensions, demotions and terminations to a hearing officer selected from Appendix B. The hearing officer shall be mutually selected pursuant to the striking procedure set forth in Article I.H.4. If no appeal is available, the employee will be provided the opportunity to respond in writing, with such response maintained in the employee’s personnel file. An employee who requests the opportunity for a “name clearing hearing” before the Appointing Officer or designee is entitled to a response to the request within five (5) working days of the employee’s request. An employee who has had a name clearing hearing is not entitled to appeal the termination.~~

- (1) The employee must file the request with the Appointing Officer within five (5) working days of the receipt of the written notice of separation.
- (2) At the hearing, the employee may be represented by a representative of the employee’s choosing.

### Representation of Permanent Civil Service Employees

89. If a permanent civil service employee has designated ~~the Association~~MEA to provide representation in the disciplinary process, ~~the Association~~MEA shall be notified of the identity of the Skelly Officer and receive all of the materials used to support the disciplinary actions. After the discipline decision, the City shall also provide ~~the Association~~MEA with the Skelly Officer’s report. ~~The Association~~MEA will also receive any written recommendation from the Skelly ~~hearing officer~~ to the appointing officer. As to such disciplinary action, an employee may respond in writing, and such response will be maintained in the employee’s personnel file, if the Appointing Officer imposes suspension or termination.

90. ~~The fees and expenses of the hearing officer shall be shared equally by the Association and the City. Transcripts shall not be required, except that either party may request a transcript, provided, however, that the party making such a request shall be solely responsible for the cost, unless otherwise agreed. Direct expenses of the hearing officer shall be borne equally by the parties.~~

91. ~~Upon the completion of 2080 hours of continuous service in a current represented job code, employees in non-exempt job codes covered by this agreement with temporary status shall be~~

## ARTICLE II – EMPLOYMENT CONDITIONS

subject to discipline for just cause only, and shall be entitled to the post-disciplinary appeal rights set forth in Charter Sections A8.341 and A8.342 as modified in the sub-sections herein.

### Expedited Arbitration

92. ~~Upon mutual agreement, appeals of suspensions of eligible represented employees shall be processed through an expedited arbitration proceeding. By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or City deletes the first name in the alternating process shall be determined by lot.~~
93. ~~Each expedited arbitration hearing will last a maximum of two hours. The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post-hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.~~
94. ~~Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.~~
95. ~~In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.~~

### Personnel Files

96. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or ~~MEA~~**the Association**, materials related to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings, or as otherwise required by federal, state, or local law. An employee or ~~MEA~~**the Association** may request sealing prior to the end of the three year period.
97. There shall be one (1) official personnel file. Supervisors' informal notes and records relating to their supervisory responsibilities shall not be maintained any longer than necessary for supervision and evaluation purposes. After such time, such notes and records shall either (1) be made a part of the official personnel file or (2) destroyed, subject to applicable law.



## **ARTICLE II – EMPLOYMENT CONDITIONS**

98. With the written permission of the employee, a representative of the Association may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
99. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.
100. An employee shall have the opportunity to review, sign and date any adverse material to be included in the employee's personnel file except routine matters chronicling job and pay changes.
101. The employee may attach a response to adverse material within 30 days of receipt of such material.

### Investigative Interviews

102. An employee may designate MEA to represent the employee during an investigative interview when the employee is the subject of the investigation. This provision includes EEO, Whistleblower or departmental disciplinary investigations. The department that conducts the investigation will issue a written notification to MEA (if designated as the representative by the employee) advising of the outcome of EEO and disciplinary investigations within thirty (30) days of completing the investigation. In the case of Whistleblower investigations, the Whistleblower unit of the Controller's office will notify the Association when the investigation has been completed.
103. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the City knew of the conduct and has completed a diligent and timely investigation, except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior unsealed disciplinary action.
104. An employee who has been placed on Paid Administrative Leave pursuant to Administrative Code section 16.17 will be returned to duty at the conclusion of the authorized leave unless subject to discipline or by mutual agreement.

### **II.D. Utilization of Prop F and Temporary Exempt Employees**

105. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will inform employees on the holdover list how to sign up for notice of recruitments for exempt positions in their classifications.

### **II.E. Advance Notice to MEA on Personal Services Contracts**

## **ARTICLE II – EMPLOYMENT CONDITIONS**

106. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify MEA of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
107. If MEA wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after MEA’s receipt of the department’s notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by MEA, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
108. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in the preceding paragraph.
109. The City agrees to provide MEA with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

### **II.F. Fingerprinting**

110. When an employee must be fingerprinted as a condition of employment, the City shall provide such fingerprinting services at no cost to the employee.

### **II.G. Indemnification and Defense of City Employees**

111. The City shall defend and indemnify an employee against any claim or action against the employee on account of any act or omission in the scope of the employee’s employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq.

### **II.H. Ethics and Reporting Obligations**

112. Each employee is responsible for reviewing and complying with City and State ethics obligations and policies. This responsibility includes filing a Statement of Economic Interest (“SEI”, also known as Form 700) if required for the employee’s position, and completing all required ethics trainings.
113. The City will advise employees who are required to file an SEI of this requirement in their job offer letters, at the time of appointment, and before each annual filing deadline. The City will issue new employees a copy of the applicable departmental Statement of Incompatible Activities during the onboarding process.

***ARTICLE II – EMPLOYMENT CONDITIONS***

114. SEIs are public records and subject to disclosure.
115. The City will provide employees training on their ethics obligations during work time, including an instructor-led training at least annually.

**ARTICLE III – PAY, HOURS AND BENEFITS**

**ARTICLE III: PAY, HOURS AND BENEFITS**

**III.A. Wages**

116. Represented employees will receive the following base wage increases:
117. Effective July 1, 2019: 3.00%
118. Effective December 28, 2019: 1.00%
119. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
120. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.
121. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
122. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.
123. All base wages shall be rounded to the nearest whole dollar, bi-weekly salary.
124. The 8148/8556 (SFERS) – Chief District Attorney's Investigator pay plan shall be the same as the 0941 – Manager VI classification.
125. The 8150/8558 (SFERS) – Principal District Attorney's Investigator, Special Unit pay plan shall be the same as the 0931 – Manager III classification.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

126. The 8315/8516 (SFERS) – Assistant Sheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.
127. The 8317/8517 (SFERS/PERS) – Chief Deputy Sheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.
128. The 8330/8576 (SFERS) – Director, Log Cabin Ranch pay plan shall be the same as the 0922 – Manager I classification.
129. The 8344/8580 (SFERS) – Director, Juvenile Hall pay plan shall be the same as the 0923 – Manager II classification.
130. The 8348/8518 (SFERS) – Undersheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.
131. The 8413/(8582 (SFERS) – Assistant Chief Probation Officer pay plan shall be the same as the 0953 – Deputy Director III classification.
132. The 8416/8584 (SFERS) – Director, Probation Services pay plan shall be the same as the 0922 – Manager I classification.
133. The 8418/8586 (SFERS) – Chief Probation Officer, Juvenile Court pay plan shall be the same as the 0963 – Department Head III classification.
134. The 8435/8588 (SFERS) – Division Director, Adult Probation pay plan shall be the same as the 0922 – Manager I classification.
135. The 8436/8590 (SFERS) – Chief Adult Probation Officer pay plan shall be the same as the 0962 – Department Head II classification.
136. The 8438/8592 (SFERS) – Chief Deputy Adult Probation Officer pay plan shall be the same as the 0952 – Deputy Director II classification.
137. The 8470 – Executive Director, County Parole Commission pay plan shall be the same as the 0932 Manager IV classification.

#### **III.B Performance Appraisals**

138. When a represented employee receives a performance appraisal with which the employee disagrees, the employee shall be afforded thirty (30) days to respond to the appraisal in writing. Such response shall be appended to the performance appraisal and maintained in the employee's file.
139. Nothing in this section III.B. shall make performance appraisals or plans subject to the grievance procedure.

## **ARTICLE III – PAY, HOURS AND BENEFITS**

### **III.C. Acting Assignment Pay**

140. 1. The Appointing Officer assigns duties to employees covered by this Agreement. Represented employees assigned by the Appointing Officer or designated 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:
141. a. The assignment shall be in writing.
142. b. The position to which the employee is assigned must be a budgeted position.
143. c. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days.
144. 2. Upon written approval by the Appointing Officer, a represented employee shall be paid a 5% adjustment as long as it does not exceed the maximum range of the class to which temporarily assigned. The adjustment shall be retroactive to first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay. Such acting assignment shall not last longer than six (6) months without the approval of DHR and notice to the Association. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances, such as approved leave of the permanent incumbent.
145. 3. Requests for job code review shall not be governed by this provision.
146. 4. Where the above requirements are satisfied, including written notice of the assignment, but an employee does not receive a premium, the employee must file a grievance within thirty (30) calendar days after the first payday when the employee could have been paid the premium.
147. 5. Acting Assignment Exception:
- An employee who believes the employee has been assigned to perform the full range of essential functions of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through Section I.G. of this Agreement. Back pay shall be limited to the date the employee's claim was filed with the Appointing Officer.

### **III.D. Supervisory Differential Adjustment**

148. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

### **ARTICLE III – PAY, HOURS AND BENEFITS**

149. 1. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
150. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
151. 3. 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.
152. 4. 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.
153. 5. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay (except Extended Ranges such as those in the Local 21 MOU), of the employee supervised. In determining the compensation schedule of a job code being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate job code.
154. 6. The adjustment of the compensation of the supervisor shall be 5% over the compensation exclusive of extra pay, of the employee supervised. During the term of this agreement, the adjustment to the compensation of the supervisor under this section shall be calculated on the hourly rate of the supervisee effective prior to any concessionary reduction.
155. 7. If the application of this section adjusts the compensation of an employee in excess of the employee's immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$100.00 bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the other applicable conditions of this section are also met.
156. 8. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of 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 10%.
157. 9. 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.

#### **III.E. IT Supervisory Adjustment**

### **ARTICLE III – PAY, HOURS AND BENEFITS**

158. Where an employee in class 1071 supervises one or more other employee in class 1071, the supervisor shall receive up to an additional 5% above the supervisor’s base rate of pay as necessary to ensure that the supervisor is paid 5% more than the employee the supervisor supervises.

#### **III.F. Adjustments**

159. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary attained prior to layoff.
160. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking job code shall receive a salary based upon actual permanent service in the higher job code, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate job code.
161. Further increments shall be based upon the increment anniversary date that would have applied in the higher job code.
162. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held in a permanent basis shall receive a salary based on the highest salary for that range, provided that salary does not exceed his salary before layoff.
163. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held on a permanent basis shall receive a salary based upon the original appointment date in the job code to which the employee is returned. An employee who is returned to a job code not formerly held on a permanent basis shall receive a salary step in the salary grade for the job code closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

#### **III.G. Salary Plan and Salary Adjustments**

##### 1. Employees in Management Classification/Compensation Plan Classifications

164. No later than December 31, 2019, an employee who initially chose to be excused from the plan may request to be moved into the MCCP after the time for electing voluntary participation has passed. Late requests that can be implemented with no additional administrative work will take precedence. Late requests that require additional evaluation or other administrative work will proceed as feasible.
165. Exempt employees, provisional employees, new hires and promotive hires shall not have the option to be excused from the MCCP.



**ARTICLE III – PAY, HOURS AND BENEFITS**

A. MCCP Salary Plan

166. 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.
167. 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.
168. 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.
169. 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.
170. 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. When seeking approval, Appointing Officers will note which of the above criteria is the basis for the requested adjustment.
171. Financial Limitations. For the term of this Agreement, the following percentages of MEA covered payroll (as defined by the Controller) shall be available for ongoing wage increases and one-time payments for Range B & C adjustments and placement of non-MCCP eligible employees into step 6 and 7:

|         | Ongoing Wage<br>Increases | One-Time<br>Payments |
|---------|---------------------------|----------------------|
| FY19-20 | 0.25%                     | 0.90%                |

**ARTICLE III – PAY, HOURS AND BENEFITS**

|         |       |       |
|---------|-------|-------|
| FY20-21 | 0.25% | 0.90% |
| FY21-22 | 0.25% | 1.00% |

172. Status Grants. Employees must submit requests for status grants under Appendix D of this Agreement by December 31, 2019. The City will discontinue allowing status grants into MCCP classifications for requests received after December 31, 2019, at which point Appendix D shall expire.
173. 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.
174. 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.
175. 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.
176. 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.
177. Department MCCP Post-Appointment Review Process. Departments shall establish and publish the following procedures by July 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 III – PAY, HOURS AND BENEFITS**

#### **B. Placement in new and vacant positions.**

178. All new and vacant MEA-represented positions eligible for inclusion shall be classified into the MCCP. Appointments shall be to range A, except as described below.
179. Range A. An appointing officer may make an appointment at any rate in range A based on consideration of whether the placement would serve one or more of the following purposes: to move towards internal equity (which may include issues of compaction), to address demonstrated recruitment issues, to compensate an employee exercising special skill or compensate an employee assigned to a special assignment of limited duration.
180. Ranges B & C. Subject to approval from the Human Resource Director, Controller and Mayor's Budget Director, appointing officers may request that new employees (to the position) be placed at a rate of pay in range B or C. The City will provide notice to MEA of such approvals. Placement in range B and C shall be based on objectively verifiable criteria in one or more of the following areas:
- demonstrated recruitment or retention issues,
  - unusual or extraordinary time-limited assignment,
  - exceptional or special skills or qualifications which are essential for job performance or
  - internal equity considerations (which may include issues of compaction).
181. Where appropriate, approval shall be time-limited. Once approved, the employee's rate of pay shall not be increased, except according to the scheduled salary increases specified in Article III.A. Wages.
182. Placement into ranges B and C is not grievable or appealable.

#### **C. Rules applicable to all employees in the MCCP.**

183. Supervisory differential, night duty, POST premium and acting assignment pay shall be administered according to traditional practices, except that EM employees and employees who are placed in range B or C shall not receive acting assignment pay.
184. For employees who supervise an employee in a lower classification, supervisory differential shall be measured from the supervisee's actual rate of pay or the top of Range A for the supervisee, whichever is higher.
185. Where an employee in an MCCP class supervises at least one other employee in the same MCCP class, and satisfies the other contractual requirements for supervisory differential, and the supervisor's base rate of pay is less than 5% above the base rate of pay of the highest paid supervisee, the supervisor shall receive up to an additional 5% as necessary to ensure that the supervisor is paid 5% more than the employee the supervisor supervises.

**ARTICLE III – PAY, HOURS AND BENEFITS**

186. Compensation for MCCP classes shall not exceed the top of range C, except as authorized by the Adjustment Committee under Section 171(vi), or upon approval of the Director of Human Resources for classes in which exceeding the top of Range C is necessary to ensure a 5% differential in pay between a supervisor and the employee(s) the supervisor supervises, in which case all other contractual requirements for supervisory differential must be satisfied.

2. Employees in Non-MCCP Classifications

A. Appointments

187. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

a. Promotive Appointment in a Higher Class

188. An employee or officer who is a permanent appointee following completion of the appropriate probationary period or equivalent hours and who is appointed to a position in a higher job code, either permanent or temporary, deemed to be promotive shall have the employee's salary adjusted to that step in the promotive class as follows:

189. 1. The employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

190. 2. For purposes of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

b. Non-promotive Appointment

191. When an employee accepts a non-promotive appointment in a job code having the same salary grade or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

c. Appointment Above Entrance Rate

192. Appointments may be made by an appointing officer at any step in the compensation schedule.

**ARTICLE III – PAY, HOURS AND BENEFITS**

d. Flat Rate Converted to Salary Range

193. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

e. Continuation of Salary Step Earned Under Temporary Appointment

194. When an employee is promoted under temporary appointment to a higher job code during a prior fiscal year and is continued in the same job code without a break in service in the current fiscal year, or is appointed to a permanent position in the same job code, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary employment.

B. Step Increases

Advancement Through Salary Steps

195. Except as otherwise provided herein, full-time employees shall advance to each successive step upon satisfactory completion of one (1) year continuous service. Part-time regularly scheduled employees shall advance to each successive step upon satisfactory completion of 2080 continuous hours of paid service. An employee's performance shall be deemed satisfactory, solely for the purpose of this provision, unless the City has provided the employee with a performance evaluation, written reprimand, or performance improvement plan reflecting the need for performance improvement in the one year period before the anniversary date.

Salary Anniversary Date Adjustment

196. Salary step changes for permanent and permanent exempt employees employed in the Office of the Mayor, City Attorney, District Attorney, Public Defender, Sheriff, Assessor or Treasurer shall continue to take place at the discretion of the respective appointing officer, not to exceed the maximum salary of the current schedule of compensation for the class. There shall be no reductions in salary steps. This provision shall apply only to employees in those departments where the current appointing officer is an elected official, and excluding former CAO units.

**ARTICLE III – PAY, HOURS AND BENEFITS**

197. Permanent employees working under provisional, exempt or temporary appointments in other job codes shall have their salary adjusted in such other job codes when such employees reach their salary anniversary date in their permanent class.
198. Non-MCCP Eligible Employees. Subject to approval from the Human Resources Director, Controller and Mayor’s Budget Director, Appointing Officers may request placement of newly-appointed employees at Step 6 or 7. Incumbent employees may be placed at Step 6 or 7 through the Post-Appointment process pursuant to Section III.G. Placement at Steps 6 and 7 shall be based on objectively verifiable criteria in one or more of the following areas:
- demonstrated recruitment or retention issues;
  - unusual or extraordinary time-limited assignment;
  - exceptional or special skills or qualifications which are essential for job performance; or
  - internal equity considerations (which may include issues of compaction).
199. When appropriate, approval for appointment to Step 6 or 7 shall be time-limited.
200. Placement at Steps 6 and 7 is not subject to the grievance procedure or otherwise subject to appeal.
- 1110 Executive Assistant to the Executive Director, Retirement System
  - 1164 Administrator, SFGH Medical Center
  - 1839 Water Conservation Administrator
  - 1843 Executive Director, Southeast Community Facility Commission
  - 2620 Food Service Manager Administrator
  - 2785 Assistant General Services Manager
  - 3233 Marina Associate Manager
  - 3426 Forester
  - 3486 Watershed Forester
  - 4310 Commercial Division Assistant Supervisor
  - 7263 Maintenance Manager
  - 8229 Manager, Museum Security Services
  - 8326/8574 Assistant Director, Log Cabin Ranch
  - 8340/8578 Assistant Director, Juvenile Hall
  - 8415/8540 Senior Supervising Probation Officer, Juvenile Probation
  - 9247 Airport Emergency Planning Coordinator
  - 9251 Public Relations Manager
  - 9252 Communications Specialist
  - 9254 Airport Communications Officer
  - 9382 Government and Public Affairs Manager

## **ARTICLE III – PAY, HOURS AND BENEFITS**

### **C. Compensation Upon Transfer or Reemployment**

#### **a. Transfer**

201. An employee transferred from one department to another, but in the same job code, shall transfer at the employee's current salary, and if the employee is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

#### **b. Reemployment in Same Job Code Following Layoff**

202. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

### **D. MCCP**

203. The provisions of this Section III.G.2. for Appointments, Step Increases, and Compensation Upon Transfer or Reemployment do not apply to employees allocated to the Management Classification/Compensation Plan (MCCP), or to employees whose designated pay plan is based on the pay plan of an MCCP-allocated position, except that Section III.G.2.A.a.1. shall apply to employees who are promoted into an MCCP class. Initial allocation to an MCCP class is not a promotion for purposes of this paragraph.

### **III.H. Methods of Calculation**

204. Monthly. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

205. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for the employee's 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.

206. 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 schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

207. Weekly. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

208. Conversion of Annual or Monthly Rates to Bi-Weekly Rates. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:
209. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
210. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.
211. Daily Rates for Monthly and Bi-Weekly Employees. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).
212. Conversion to Bi-Weekly Rates. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

#### **III.I. Work Schedules**

##### **1. Regular Work Schedules**

213. Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
214. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in the Appointing Officer's department. A regular work week is a tour of duty of five (5) worked days within a seven 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 working days in conjunction with changes in their work shifts or schedules.

##### **2. Night Duty**

215. Employees who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a night duty premium. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) provided that the employee's regular shift includes at least one (1) hour of the employee's shift between 5:00 p.m. and midnight (12:00 a.m.). Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of their shift between midnight (12:00 a.m.) and 7:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program where the work shift includes hours



### **ARTICLE III – PAY, HOURS AND BENEFITS**

to be worked between the hours of (five) 5:00 p.m. and (seven) 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.

3. Alternate Work Schedule

216. By mutual agreement the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. 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.

4. Voluntary Reduced Work Week

217. Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week 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.

#### **III.J. Management Leave**

1. Compensatory Time-Off (CTO)

218. Employees who promote from a job code that is not covered by this Agreement into a job code that is covered by this Agreement and who have unused compensatory time off balances in the prior class shall be permitted to carry forward into the new class earned but unused compensatory time off balances up to a maximum of 100 hours. MEA covered employees shall have no right to accrue new CTO in the future. The parties intend that employees with CTO balances in excess of 100 hours shall not be unreasonably denied the ability to use CTO hours.

2. Management Leave

219. Employees are required to work the days and hours necessary to perform the job duties of their positions and shall schedule their time accordingly. Employees shall receive five days of paid management leave per year. Up to five (5) days of unused management leave may be carried over into subsequent years. Management leave may only be taken in paid time off and cannot be "cashed out." Use of management leave must be approved in advance as required by department policy.

3. Administrative Leave

### **ARTICLE III – PAY, HOURS AND BENEFITS**

220. Employees who have unused accrued Administrative Leave earned under provisions of the 2014 – 2019 MOU as of June 30, 2019, may use such balances until June 30, 2022.

#### **III.K. Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized**

221. Employees are not permitted to earn overtime pay. Pursuant to the Annual Salary Ordinance, employees may receive overtime, subject to the availability of funds, pursuant to approval of the Director of Human Resources. Overtime payments shall be limited to extraordinary circumstances which cannot be anticipated or addressed through normal scheduling and assignment of available personnel.

#### **III.L. Pyramiding of Premiums**

222. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

#### **III.M. Notice or Pay in Lieu Thereof**

223. The City agrees that when involuntarily removing or releasing from employment a represented employee, the appointing officer will endeavor to inform the employee in writing at least thirty (30) calendar days before the employee's 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 the employee was informed. The City agrees that pay in lieu of notice will be paid, with vacation leave accrual balances, within two payroll periods from the date of the involuntary removal or release.

##### **1. Layoff of Non-Exempt Employees**

224. In lieu of the above, when a represented employee in a permanent civil service position is laid off due to lack of work or lack of funds, the appointing officer will endeavor to inform the employee in writing at least sixty (60) calendar days before the employee's final day of work. Where the appointing officer fails or declines to inform the employee a full sixty (60) days in advance, the employee shall receive pay in lieu of notice for the number of days less than sixty (60) upon which the employee was informed. The City agrees that pay in lieu of notice will be paid, with vacation leave accrual balances, within two payroll periods from the date of layoff. The Association or the employee may request a *Levine* hearing within ten (10) days of receiving the sixty (60) day-notice of layoff. In such event, the City will schedule the hearing before the expiration of the notice period.

##### **2. Return to an Underlying Position**

225. Notwithstanding the preceding paragraphs, an employee who has permanent civil service status in a position and who returns to that position according to the Civil Service Rules upon involuntary separation from the employee's MEA position will be entitled to receive

### **ARTICLE III – PAY, HOURS AND BENEFITS**

as pay in lieu of notice, for the time prescribed above, the difference between the pay of the employee's former MEA position and the employee's pay in the underlying permanent civil service position.

#### **III.N. Severance Pay**

##### **1. Employees Without Permanent Civil Service Status**

226. Except as otherwise provided in this Section III.N., the City agrees that when involuntarily removing or releasing from employment a represented exempt employee, the employee shall also receive one week's severance pay for each full year of continuous City service, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof.

227. 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 Section III.M. or this Section III.N. Failure by the City to provide a general release within thirty (30) days of an involuntary removal or release will result in an automatic extension of the paid notice period until the release has been provided. The City will obtain signatures from its representatives on the severance agreement within a reasonable period after receipt by the City of the severance agreement signed by the employee and MEA.

##### **2. Employees With Permanent Civil Service Status**

228. Except as provided otherwise in this Section III.N., in the event the City involuntarily separates or returns an employee to an underlying permanent job code, that employee may elect to separate from City Service and shall receive one week's severance pay for each full year of continuous City service, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof. If the employee declines to elect severance within ten (10) working days of receiving an offer of severance, then the City will afford the employee all due process and appeal rights available under this Agreement, and no severance pay will be available to the employee.

229. 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

### **ARTICLE III – PAY, HOURS AND BENEFITS**

proper amount of notice or severance pay due under Section III.Q. or this Section III.R. Failure by the City to provide a general release, if the employee elects to fully separate from City service, within thirty (30) days of notice from the employee or MEA of the employee's election, will result in an automatic extension of the paid notice period until the release has been provided. The City will obtain the required signatures on the severance agreement within a reasonable period after receipt by the City of the severance agreement signed by the employee and MEA.

230. The City agrees to provide MEA with a current template for the release applicable to standard severance cases. This template may be updated as determined by the City. When such changes occur, the City will promptly provide an updated release template to MEA.
231. In order to receive severance pay, an eligible employee or MEA must notify the Appointing Officer or designee that the employee elects to receive severance pay within thirty (30) days of notification of involuntary release or removal from employment.
232. 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 Authority, 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 III.R.1. and III.R.2. above may receive severance pursuant to either, but not both.
233. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the department from which the employee was released for two years from the date of release.

#### **III.O. Holidays**

##### **1. Recognized Holidays**

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

January 1 (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

**ARTICLE III – PAY, HOURS AND BENEFITS**

The day after Thanksgiving  
December 25 (Christmas Day)

235. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
236. The City shall accommodate religious belief or observance of employees as required by law.
237. Five (5) additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be earned or granted for floating holiday hours not taken.
238. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off for which the separating employee was eligible and had not yet taken off.
239. In addition, 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 shall be a holiday.
240. 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 the department head’s jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which 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.
2. In-Lieu Holidays
241. An employee required by the employee’s Appointing Officer to work on any of the above specified holidays is entitled to an in-lieu holiday to compensate for the holiday worked, to be scheduled as described below.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

242. 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.
243. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
244. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.
3. Holidays for Employees on Work Schedules Other Than Monday Through Friday
245. 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.
246. 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.
247. The provisions of this section shall apply to part-time employees on a pro-rata basis.
248. If the provisions of this section deprive an employee of the same number of 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 such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
4. Holiday Pay for Employees Laid Off
249. 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 their normal rate of compensation.
5. Employees Not Eligible for Holiday Compensation
250. Persons employed for holiday work only, or persons employed on a part-time work schedule which 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 immediately preceding or immediately following the legal holiday shall not receive holiday pay.
6. Part-time Employees Eligible for Holidays

### **ARTICLE III – PAY, HOURS AND BENEFITS**

251. 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.
252. 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.
253. 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.

#### **III.P. Vacation**

254. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.
255. For informational purposes only, portions of Article II of the Administrative Code are found at Appendix E.

#### **III.Q. Sick Leave**

1. Accrual
256. Award and accrual of sick leave benefits shall remain unchanged during the period of this Agreement. In addition, during the term of this agreement, no changes in sections of Civil Service Commission Rule 120 and 420 bargainable and arbitrable pursuant to Charter Section A8.409-3 may be implemented without the concurrence of the Association.
257. For informational purposes only, Civil Service Rule 120 prescribes the following rate of accrual for covered employees:
- “Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.”
2. Sick Leave with Pay Limitation

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258. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.

259. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

260. Bereavement leave is administered according to Civil Service Rule 120, portions of which are repeated below for informational purposes only:

Under the following circumstances and subject to the following conditions, an employee is permitted to use sick leave for bereavement:

Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.

For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.

261. For informational purposes only, the Citywide Wellness Policy is attached as Appendix G.

**III.R. State Disability Insurance (SDI)**

262. With the exception of employees appointed to positions that qualify them for disability pay under Labor Code Section 4850, all employees shall be enrolled in the State Disability Insurance Program. The City has determined that employees appointed to the following classifications are eligible to receive disability pay under Labor Code Section 4850:

8148 8556 Chief DA Investigator



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|      |      |                                  |
|------|------|----------------------------------|
| 8150 | 8558 | Principal DA Investigator        |
| 8317 | 8517 | Chief Deputy Sheriff             |
| 8315 | 8516 | Asst. Sheriff                    |
| 8348 | 8518 | Undersheriff                     |
| 8470 | -    | Exec. Dir., County Parole Comm.  |
| 8326 | 8574 | Asst. Dir., Log Cabin Ranch      |
| 8330 | 8576 | Dir., Log Cabin Ranch            |
| 8340 | 8578 | Asst. Dir., Juvenile Hall        |
| 8344 | 8580 | Dir., Juvenile Hall              |
| 8413 | 8582 | Asst. Chief Prob. Officer, Juv.  |
| 8416 | 8584 | Dir., Probation Services         |
| 8418 | 8586 | Chief Probation Officer, Juv.    |
| 8435 | 8588 | Div. Dir., Adult Prob.           |
| 8436 | 8590 | Chief Adult Prob. Officer        |
| 8438 | 8592 | Chief Deputy Adult Prob. Officer |

**III.S. Unpaid Furloughs**

263. There shall be no mandatory unpaid administrative leave (furlough) for represented employees.

**III.T. Management Flex Spending Compensation Package**

264. For July 1, 2014 through December 31, 2014 the City shall contribute the following based on the employee's enrollment status with the Health Service System:

Employee Only or Unenrolled: \$726.04 per month through December 31, 2014, and 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level thereafter, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 2 or more: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Services Board.

265. Effective January 1, 2015, the City shall make the following monthly contributions based on the employee's enrollment status with the Health Service System:

Employee Only or Unenrolled: 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any

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additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee Plus Two or More: 83% of the total health insurance premium for the plan selected inclusive of the contribution described in Charter section A8.428(b); provided, however, that the City’s contribution shall be capped at 83% of the Employee Plus Two or More premium of the second-highest-cost plan.

266. The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.
267. Employees shall not be eligible for the Management Cafeteria Plan during months in which they are not eligible to receive City-paid contributions for healthcare.
268. A plan year may be modified by mutual agreement. Such agreement must be confirmed in writing.
269. The elements of this package shall include but are not limited to: dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.
270. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.
271. Effective January 1, 2015, for employees with at least six (6) months’ continuous service who are enrolled in the Health Service System, the City shall provide, at its own cost, a Long-Term Disability (LTD) plan for members enrolled in Employee Plus Two or More. That plan will include, among other provisions, a ninety (90) day elimination period. The parties acknowledge that the City’s ordinances – which establish and administer the City’s Catastrophic Illness Program (“CIP”) – specify and control the criteria under which persons can participate in the CIP.
272. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
273. The City acknowledges its obligation to provide the cafeteria plan and its benefits. If the City is responsible for a violation of this Section (III.X), the City acknowledges that it is responsible to make the affected member whole, which may include providing the covered benefits described in the plan at issue or reimbursing the member for the cost of providing those benefits, as

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appropriate. The City agrees to make best efforts to expedite resolution of problems and disputes arising under this section.

**III.U. Provisional, Temporary and Temporary Exempt Eligibility for Health Service System**

274. Provisional, temporary and temporary exempt employees who have served more than 1,040 hours of continuous service, whose regular work week at the time of inclusion in the system is not less than twenty (20) hours, shall be eligible for membership in the Health Service System (health plan coverage).

**III.V. Retirement**

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

276. Represented employees who are members of SFERS agree to pay their own retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.

277. The following is provided for informational purposes only. The Charter currently mandates a 7.5% contribution for miscellaneous employees who became members of SFERS on or after November 2, 1976, and 8.0% for miscellaneous employees who became members of SFERS prior to November 2, 1976. In addition, it provides for an increase or decrease to those contributions based upon the City’s contribution to SFERS:

| Employer Contribution Rate for Comparable SFERS Employees | \$50k < Misc < \$100k | Misc Safety >\$100k | Safety  |
|---|-----------------------|---------------------|---------|
| 0%  | (4.0%)                | (5.0%)              | (6.0%)  |
| 0.01% - 1.0%  | (4.0%)                | (4.5%)              | (5.0%)  |
| 1.01% - 2.5%  | (3.75%)               | (4.25%)             | (4.75%) |
| 2.51% - 4.0%  | (3.5%)                | (4.0%)              | (4.5%)  |
| 4.01% - 5.5%  | (2.5%)                | (3.0%)              | (3.5%)  |
| 5.51% - 7.0%  | (2.0%)                | (2.5%)              | (3.0%)  |
| 7.01% - 8.5%  | (1.5%)                | (2.0%)              | (2.0%)  |
| 8.51% - 10.0%   | (1.0%)                | (1.5%)              | (1.5%)  |
| 10.01% - 11.0%  | (0.5%)                | (0.5%)              | (0.5%)  |

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|                |       |       |       |
|----------------|-------|-------|-------|
| 11.01% - 12.0% | 0%    | 0%    | 0%    |
| 12.01% - 13.0% | 0.5%  | 0.5%  | 0.5%  |
| 13.01% - 15.0% | 1.0%  | 1.5%  | 1.5%  |
| 15.01% - 17.5% | 1.5%  | 2.0%  | 2.0%  |
| 17.51% - 20.0% | 2.0%  | 2.5%  | 3.0%  |
| 20.01% - 22.5% | 2.5%  | 3.0%  | 3.5%  |
| 22.51% - 25.0% | 3.5%  | 4.0%  | 4.5%  |
| 25.01% - 27.5% | 3.5%  | 4.0%  | 4.5%  |
| 27.51% - 30.0% | 3.75% | 4.25% | 4.75% |
| 30.01% - 32.5% | 3.75% | 4.25% | 4.75% |
| 32.51% - 35.0% | 4.0%  | 4.5%  | 5.0%  |
| 35.01% +       | 4.0%  | 5.0%  | 6.0%  |

Please consult the Charter for complete information and updates.

278. Employee payment of employee contribution to CalPERS

Represented employees in CalPERS shall pay the employee share of mandatory retirement contributions, effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member’s compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or percentage of, salary; and
- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

279. Any City pickup of an employee’s mandatory contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of, or percentage of salary.

280. The retirement benefits for class 8315 Assistant Sheriff and class 8348 Undersheriff are established by Charter Section A8.506, which authorizes the Board of Supervisors to enter into a contract with the Public Employees Retirement System (PERS) for that purpose. In connection

**ARTICLE III – PAY, HOURS AND BENEFITS**

with any recommendation by the City that the contract with PERS be amended, the Association agrees, on behalf of these employees, to enter into a cost sharing agreement, set forth in a side letter, which shall be filed with the Ordinance approving the contract amendment.

281. CALPERS Prop. C Employee Cost-Sharing:

A. The parties recognize the requirement under Charter Sections A8.409-9 and A8.590-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.409-9 and A8.590-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, CalPERS bargaining unit members shall make the mandatory statutory employee contribution described in Section III.Z. (Paragraph 279) plus an additional mandatory contribution to effectuate San Francisco Charter Sections A8.409-9 and A8.590-9 (the "Prop. C contribution"). The Prop. C contribution is determined as set forth in the chart below based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the additional payment to CalPERS (the "Prop. C. Contribution") will be 3% of covered compensation for bargaining unit members, except for members in safety classifications 8315 and 8348. For members in safety classifications 8315 and 8348, the Prop C Contribution will be 3.5% of covered compensation for FY2012-2013.

| Employer Contribution Rate for Comparable SFERS Employees | Misc Safety >\$100k | Safety  |
|---|---------------------|---------|
| 0%  | (5.0%)              | (6.0%)  |
| 0.01% - 1.0%  | (4.5%)              | (5.0%)  |
| 1.01% - 2.5%  | (4.25%)             | (4.75%) |
| 2.51% - 4.0%  | (4.0%)              | (4.5%)  |
| 4.01% - 5.5%  | (3.0%)              | (3.5%)  |
| 5.51% - 7.0%  | (2.5%)              | (3.0%)  |
| 7.01% - 8.5%  | (2.0%)              | (2.0%)  |
| 8.51% - 10.0%   | (1.5%)              | (1.5%)  |
| 10.01% - 11.0%  | (0.5%)              | (0.5%)  |
| 11.01% - 12.0%  | 0%                  | 0%      |
| 12.01% - 13.0%  | 0.5%                | 0.5%    |
| 13.01% - 15.0%  | 1.5%                | 1.5%    |

**ARTICLE III – PAY, HOURS AND BENEFITS**

|                |       |       |
|----------------|-------|-------|
| 15.01% - 17.5% | 2.0%  | 2.0%  |
| 17.51% - 20.0% | 2.5%  | 3.0%  |
| 20.01% - 22.5% | 3.0%  | 3.5%  |
| 22.51% - 25.0% | 4.0%  | 4.5%  |
| 25.01% - 27.5% | 4.0%  | 4.5%  |
| 27.51% - 30.0% | 4.25% | 4.75% |
| 30.01% - 32.5% | 4.25% | 4.75% |
| 32.51% - 35.0% | 4.5%  | 5.0%  |
| 35.01% +       | 5.0%  | 6.0%  |

**C. The Prop. C Contribution:**

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;
- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of salary.

D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under Section III.Z. (Paragraph 279) to the extent of the Prop. C Contribution.

Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase in the employee contribution to CALPERS for employees covered by this Agreement, either party may elect to reopen this

### **ARTICLE III – PAY, HOURS AND BENEFITS**

Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set forth in Charter Section A8.409-4 or A8.590-5, as applicable.

282. The following represented classifications are currently members of PERS:

- 8148 Chief District Attorney’s Investigator
- 8150 Principal District Attorney’s Investigator, Special Unit
- 8315 Assistant Sheriff
- 8326 Assistant Director, Log Cabin Ranch
- 8330 Director, Log Cabin Ranch
- 8340 Assistant Director, Juvenile Hall
- 8344 Director, Juvenile Hall
- 8348 Undersheriff
- 8413 Asst. Chief Probation Officer
- 8415 Senior Supervising Probation Officer, Juvenile Court
- 8416 Director, Probation Services
- 8418 Chief Probation Officer, Juvenile Court
- 8435 Division Director, Adult Probation
- 8436 Chief Adult Probation Officer
- 8438 Chief Deputy Adult Probation Officer
- 8470 Executive Director, County Parole Commission

#### **III.W. Retirement Planning Seminar**

283. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
284. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be release 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.
285. All such seminars must be located within the Bay Area.
286. This section shall not be subject to the grievance procedure.

#### **III.X. Life Insurance**

287. The City shall purchase a \$50,000 life insurance policy for each employee. Effective January 1, 2021, the life insurance policy will increase to \$100,000. Effective January 1, 2022, the life insurance policy will increase to \$150,000. This section shall not diminish any existing rights of

### **ARTICLE III – PAY, HOURS AND BENEFITS**

MEA employees to purchase supplemental coverage through the Management Flex Spending Compensation Package.

#### **III.Y. Parental Release Time**

288. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee’s children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
289. In order to qualify for Parental Leave, the employee must give reasonable notice to the employee’s immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that the employee participated in school/child care related activities on a specific date and at a particular time, if requested by management.
290. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child’s parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.
291. Denial of Parental Leave under this section is not subject to the grievance process.

#### **III.Z. Eye Examination**

292. All employees who are Health Service System members shall be eligible for one (1) annual eye examination and prescribed eyewear for computer use.

#### **III.AA. Jury Duty**

293. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
294. Employees assigned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
295. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.
296. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee’s supervisor about whether and when to report to work.



## **ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

### **ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

#### **IV.A. Management Training Funds**

297. The City shall make available and DHR shall budget \$250,000 each year for the purpose of management training of MEA-represented employees of which up to 125,000 may be used for the purchase of the equipment described in the following paragraph, to the extent that these items are used in the performance of City duties. Unused funds will not be carried over from year to year, with the exception of \$106,580 which was available from prior year rollovers as of June 30, 2019. If all funds are exhausted during any year of this Agreement, the City will increase its annual allocation the following year to \$300,000, and maintain that amount for the remaining term of the Agreement.
298. Any employee who regularly works at least twenty (20) hours per week with a minimum of one (1) year continuous service in any classification represented by MEA at the time of application is eligible for Management Training Fund reimbursement.
299. Professional development opportunities are intended to allow employees to improve job performance. Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences, executive coaching, and professional licenses, certificates, and association memberships, professional software, and books and subscriptions. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law, including Administrative Code Chapter 12X. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.
300. Employees may also use up to \$1,000 of the maximum funds available to them for the purchase of personal electronic equipment, to the extent that these items would be used in the performance of their City duties. Reimbursement is limited to no more than one device per employee per fiscal year. It is the employee's responsibility to comply with all privacy and security requirements, in accordance with state and federal law, and City and department policies.
301. In addition, subject to approval by the Department of Human Resources and to the extent funds are available, and as permissible under applicable law, including Administrative Code Chapter 12X, employees may utilize up to \$1,000 of the funds available to them for that fiscal year under this section IV.A. to pay for the cost of reasonable and necessary travel and lodging outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified by, and guidance regarding Chapter 12X provided in, the Controller's Accounting Policies and Procedures memo; however, a \$50 per diem allowance may be submitted when traveling on approved training. Management Training Funds may not be used for food. The City shall not utilize these funds to supplant existing budgeted training programs.

## **ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

302. An employee may submit a request for an expense incurred in the current fiscal year. Only with MEA approval may an employee submit a request for an expense that occurred in a prior fiscal year (i.e., must have already received MEA pre-approval). An employee cannot submit a request for an expense occurring in a future fiscal year. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion. If an employee provides notice of resignation, the employee must submit the expense report and receive all approvals before separating from the City to obtain reimbursement.

### **IV.B. Leadership Development Program**

303. The City agrees to fund, develop, and implement a leadership development program for City managers. In addition to the resources allocated to the program by DHR, \$75,000 will be provided by DHR to augment the program with professional coaching, specialized seminars and joint initiatives. The parties will meet annually to review and evaluate the program.
304. Upon mutual agreement between MEA and the City, completion of certain elements of the program may be identified as required of all managers. Unit members will participate on City time. Topics will include, but not be limited to, strategic planning, communication, fiscal management, knowledge transfer, emotional intelligence, and workforce planning. The program will be funded and presented through DHR.

### **IV.C. Paid Status During Training**

305. Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

### **IV.D. P.O.S.T. (Peace Officer Standards and Training) Premiums**

306. Employees in represented job codes which have Peace Officer or limited Peace Officer status pursuant to state law shall be eligible for a P.O.S.T. premium as follows:
307. A premium of 4% of base wage rate shall be paid for the possession and maintenance of an intermediate P.O.S.T. certificate OR a premium of 6% of base wage rate shall be paid for the possession and maintenance of an advanced P.O.S.T. certificate.

### **IV.E. Reimbursement for Licenses, Certificates, and Professional Memberships**

308. The City shall reimburse members for the cost of required professional licenses, certificates, and memberships.

### **IV.F. Direct Deposit of Payments and Paperless Pay Policy**

309. The Citywide “Paperless Pay” Policy applies to all City employees covered under this Agreement.

**ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

310. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees without computer access or who otherwise wish to receive a paper statement shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
311. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
312. Under the policy, all employees will have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
313. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
  1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
314. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
315. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
316. The parties mutually agree that employees may print out pay advices during work hours.

## **ARTICLE V – WORKING CONDITIONS**

### **ARTICLE V: WORKING CONDITIONS**

#### **V.A. Health and Safety**

317. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The Association agrees that it shares the responsibility for these efforts, as do City employees.
318. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Departmental Personnel Officer and/or Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.

#### Right to Know

319. Material Safety Data sheets shall be available for inspection by employees or their Association representative.

#### **V.B. Return to Work**

320. The City will make a good faith effort to return employees who have sustained an injury or illness to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or job duties regularly assigned to employees in the injured employee's job code. Decisions regarding temporary modified duty shall be subject to approval of the Appointing Officer or designee. The decision to provide modified duty and/or 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 the employee's regular rate of pay.

#### **V.C. Safety Equipment for Peace Officers**

321. The following provisions apply to employees in represented job codes which have peace officer or limited peace officer status pursuant to state law:
322. 1) The City will provide an adequate amount of on duty or practice ammunition during each year of this Agreement, as determined by the Appointing Officer, for employees authorized to carry firearms as part of their job duties.

## **ARTICLE V – WORKING CONDITIONS**

323. 2) The City will reimburse employees up to \$750.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts. For District Attorney Investigators the City will reimburse employees up to an additional \$750.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts.
324. 3) The City will reimburse employees in class 8348 Undersheriff up to \$1000.00 one time during the term of this Agreement for required uniforms.

### **V.D. Mileage Reimbursement**

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

### **V.E. Parking Facilities**

326. Parking fees for represented employees will be set in accordance with Administrative Code Section 4.24 (See Appendix C).

### **V.F. Airport Employee Transit Pilot Program**

327. The San Francisco International Airport will implement a voluntary pilot program to encourage employees to use mass transportation to commute to and from SFIA work locations. Under the Airport Employee Public Transit Pilot Program, the SFIA is authorized to provide incentives consistent with Internal Revenue Code 132(a)(5) for the purpose stated above. This pilot program will be evaluated 12 months after implementation to determine whether it shall be continued. The Association waives all meet-and-confer on this pilot program. This program is not subject to the grievance procedure.

**ARTICLE VI – IMPLEMENTATION AND TERM OF AGREEMENT**

**ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT**

**VI.A. Scope of Agreement**

328. This Agreement sets forth the full and entire understanding of the parties. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

**VI.B. Savings Clause**

329. Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portion of this Agreement shall remain in full force and effect for the duration of the Agreement.

**VI.C. Omissions and Assumptions**

330. Conditions of employment, bargainable and arbitrable pursuant to Charter Section 8.409-3, in effect on the date of this Agreement, which are set forth in the rules and regulations of the Civil Service Commission and Charter, which are not inconsistent with the terms of this Agreement, shall be maintained in full force and effect during the term hereof except as otherwise specifically provided in this agreement except as mutually agreed.

**VI.D. Duration of Agreement**

331. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.

In Witness Hereof, the parties have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Micki Callahan Date  
Human Resources Director

\_\_\_\_\_  
Raquel Silva Date  
Executive Director  
Municipal Executives' Association

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

*APPROVED AS TO FORM:*  
DENNIS J. HERRERA, CITY ATTORNEY

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

**Appendix A**

The parties agree that the removal of obsolete job codes from this Appendix A is not intended to impact civil service rights, if any, of former incumbents in such job codes.

**Municipal Executives Association Represented Job Codes**

| <b>Job Code</b> | <b>Title</b>  | <b>Group</b> |
|-----------------|---|--------------|
| 0922            | Manager I   | M            |
| 0923            | Manager II  | M            |
| 0931            | Manager III   | M            |
| 0932            | Manager IV  | M            |
| 0933            | Manager V   | M            |
| 0941            | Manager VI  | M            |
| 0942            | Manager VII   | M            |
| 0943            | Manager VIII  | M            |
| 0951            | Deputy Director I   | EM           |
| 0952            | Deputy Director II  | EM           |
| 0953            | Deputy Director III                                       | EM           |
| 0954            | Deputy Director IV  | EM           |
| 0955            | Deputy Director V   | EM           |
| 0961            | Department Head I   | EM           |
| 0962            | Department Head II  | EM           |
| 0963            | Department Head III                                       | EM           |
| 0964            | Department Head IV  | EM           |
| 0965            | Department Head V   | EM           |
| 0971            | Transitional Department Head                              | EM           |
| 1071            | IS Manager  | M            |
| 1110            | Executive Assistant to Executive Director, Retirement Sys | M            |
| 1114            | Senior Portfolio Manager                                  | M            |
| 1115            | Director  | M            |
| 1116            | Managing Director   | M            |
| 1117            | Deputy Director for Investments, Retirement System        | EM           |
| 1118            | Customer Services Division Manager                        | M            |
| 1119            | Chief Investment Officer                                  | EM           |
| 1160            | Exec. Asst. to Airport Director                           | M            |
| 1161            | Executive Assistant to the Administrator, SFGH            | M            |
| 1163            | Executive Assistant to the Director of Health             | M            |
| 1164            | Administrator, SFGH Medical Center                        | EM           |
| 1165            | Manager, Dept. of Health                                  | EM           |
| 1166            | Administrator, DPH  | EM           |
| 1167            | Physician Administrator, DPH                              | EM           |
| 1372            | Special Assistant XIII                                    | M-SA         |
| 1373            | Special Assistant XIV                                     | M-SA         |
| 1374            | Special Assistant XV                                      | M-SA         |



**APPENDIX A**

| <b>Job Code</b> | <b>Title</b>   | <b>Group</b> |
|-----------------|--|--------------|
| 1375            | Special Assistant XVI  | M-SA         |
| 1376            | Special Assistant XVII   | M-SA         |
| 1377            | Special Assistant XVIII  | M-SA         |
| 1378            | Special Assistant XIX  | M-SA         |
| 1379            | Special Assistant XX   | M-SA         |
| 1380            | Special Assistant XXI  | M-SA         |
| 1381            | Special Assistant XXII   | M-SA         |
| 1839            | Water Conservation Administrator                               | M            |
| 1843            | Executive Director, SE Community Facility Commission           | M            |
| 2143            | Hospital Assistant Administrator                               | M            |
| 2246            | Assistant Director of Clinical Services I                      | M            |
| 2248            | Assistant Director of Clinical Services II                     | M            |
| 2620            | Food Service Manager Administrator                             | M            |
| 2785            | Assistant General Services Manager                             | M            |
| 3233            | Marina Associate Manager                                       | M            |
| 3426            | Forester   | M            |
| 3464            | Area Supervisor, Parks, Squares & Facilities                   | M            |
| 3486            | Watershed Forester   | M            |
| 4310            | Commercial Division Assistant Supervisor                       | M            |
| 8148            | Chief District Attorney Investigator                           | M            |
| 8150            | Principal District Attorney's Investigator, Special Unit       | M-DA         |
| 8220            | Director, Parking Enforcement                                  | M            |
| 8229            | Mgr. Museum Security Services                                  | M            |
| 8263            | Crime Lab Manager  | M            |
| 8315            | Assistant Sheriff  | EM           |
| 8317            | Chief Deputy Sheriff (PERS)                                    | EM           |
| 8326            | Assistant Director, Log Cabin Ranch                            | M            |
| 8330            | Director, Log Cabin Ranch                                      | M            |
| 8340            | Assistant Director, Juvenile Hall                              | M            |
| 8344            | Director, Juvenile Hall  | M            |
| 8348            | Undersheriff   | EM           |
| 8413            | Assistant Chief Probation Officer, Juvenile Probation          | EM           |
| 8415            | Senior Supervising Probation Officer, Juvenile Court           | M            |
| 8416            | Director, Probation Services                                   | M            |
| 8418            | Chief Probation Officer, Juvenile Court                        | EM           |
| 8435            | Division Director, Adult Probation                             | EM           |
| 8436            | Chief Adult Probation Officer                                  | EM           |
| 8438            | Chief Deputy Adult Probation Officer                           | EM           |
| 8516            | Assistant Sheriff (SFERS)                                      | EM           |
| 8517            | Chief Deputy Sheriff (SFERS)                                   | EM           |
| 8518            | Undersheriff (SFERS)   | EM           |
| 8540            | Senior Supervising Probation Officer, Juvenile Court (SFERS)   | M            |
| 8556            | Chief District Attorney Investigator (SFERS)                   | M            |
| 8558            | Principal District Attorney Investigator, Special Unit (SFERS) | M-DA         |
| 8574            | Assistant Director, Log Cabin Ranch (SFERS)                    | M            |
| 8576            | Director, Log Cabin Ranch (SFERS)                              | M            |

**APPENDIX A**

| <b>Job Code</b> | <b>Title</b>  | <b>Group</b> |
|-----------------|---|--------------|
| 8578            | Assistant Director, Juvenile Hall (SFERS)                     | M            |
| 8580            | Director, Juvenile Hall (SFERS)                               | M            |
| 8582            | Assistant Chief Probation Officer, Juvenile Probation (SFERS) | EM           |
| 8584            | Director, Probation Services (SFERS)                          | M            |
| 8586            | Chief Probation Officer, Juvenile Court (SFERS)               | EM           |
| 8588            | Division Director, Adult Probation (SFERS)                    | EM           |
| 8590            | Chief Adult Probation Officer (SFERS)                         | EM           |
| 8592            | Chief Deputy Adult Probation Officer (SFERS)                  | EM           |
| 9247            | Airport Emergency Planning Coordinator                        | M            |
| 9251            | Public Relations Manager                                      | M            |
| 9252            | Communications Specialist                                     | M            |
| 9254            | Assistant to the Director, Public Affairs                     | M            |
| 9258            | Airport Assistant Deputy Director, Business and Finance       | M            |
| 9375            | Assistant Deputy Director, Port                               | M            |
| 9382            | Government and Public Affairs Manager                         | M            |
| 9978            | Technology Expert II  | M            |

**Appendix B**

Norman Brand  
Alexander “Buddy” Cohn  
Matthew Goldberg  
Carol Vendrillo  
Katherine Thomson  
Barbara Kong-Brown  
~~Christopher Burdick~~ **Martin Gran**

\*This list may be amended by mutual agreement. Such agreement must be confirmed in writing.

**Appendix C**

For Reference: Administrative Code SEC. 4.24. PARKING FEE FOR CITY PARKING FACILITIES.

Where the City provides parking to City employees or to City tenants at facilities under the City's management or control, the City may charge the following monthly fee for parking to those employees or tenants:

The price of a Municipal Railway monthly pass plus \$10.00, or the existing amount being charged as of May 31, 2004, whichever is higher.

This section shall not apply to parking facilities under the management or control of the San Francisco Parking Authority, the Airport, or the Port. (Added by Ord. 182-04, File No. 040743, 7/22/2004)

**Appendix D**

Status Grants

Permanent employees will be granted status rights (no examination required) by the Human Resources Director if the top step of their current classification is 7 ½% or less than the top step of the new MCCP class.

The Human Resources Director will request authorization from the Civil Service Commission to grant status rights to permanent employees where the top step of their current classification is more than 7 ½% over the top step of the new MCCP class.

If probation was not completed at the time of the status grant appointment, the probationary period will be adjusted in the new classification to credit the probationary time already served.

Status rights exercised in the new classification in the same department will not require an examination or probationary period.

Requests for status grants must be completed by December 31, 2019. The City will discontinue allowing status grants into MCCP classifications for requests received after December 31, 2019, at which point this appendix shall expire.

**Appendix E**

Charter Section A8.440

Award and Accrual of Vacation

No employee is entitled to a vacation allowance until the employee has completed one year of continuous service.

For purposes of determining the vacation allowance the anniversary date for an employee shall be the first date of employment in the current period of continuous service.

An employee who has completed one year of service shall accrue vacation allowance at the rate of .0385 of an hour for each hour of qualifying service. An employee who has completed five years of continuous service shall accrue thereafter a vacation allowance at a rate of .0577 of an hour for each hour of paid service. An employee who has completed 15 years of continuous service shall accrue a vacation allowance at a rate of .077 of an hour for each hour of paid service.

No employee shall be credited with more than 2080 hours of paid service in any 12 month period for purposes of computing the vacation allowance.

The maximum number of vacation hours which an employee may accrue is as follows:

| Years of Continuous Service  | Maximum Accrual |
|------------------------------|-----------------|
| 1 through 5 years            | 320 hours       |
| more than 5 through 15 years | 360 hours       |
| more than 15 years           | 400 hours       |

**Appendix F**

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.

## APPENDIX F

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
  - E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
  - F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot



## **APPENDIX F**

for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
  2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
  3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

## *APPENDIX F*

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

### IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

**ATTACHMENT A**

|   |                                       |
|---|---------------------------------------|
| Adult Probation                               | Department of Technology              |
| Arts Commission                               | District Attorney's Office            |
| Asian Art Museum                              | Ethics Commission                     |
| Airport Commission                            | Fine Arts Museum                      |
| Board of Appeals                              | Fire Department (Non-Sworn)           |
| Board of Supervisors                          | General Services Agency               |
| Office of Economic & Workforce<br>Development | Health Service System                 |
| California Academy of Sciences                | Human Rights Commission               |
| Child Support Services                        | Juvenile Probation Department         |
| Children, Youth and Their Families            | Library                               |
| City Attorney's Office                        | Mayor's Office                        |
| City Planning Department                      | Office of the Assessor-Recorder       |
| Civil Service Commission                      | Office of the Controller              |
| Commission on the Status of Women             | Office of the Treasurer/Tax Collector |
| Department of Building Inspection             | Port of San Francisco                 |
| Department of Environment                     | Public Defender's Office              |
| Department of Elections                       | Rent Arbitration Board                |
| Department of Homelessness                    | SF Children and Families Commission   |
| Department of Human Resources                 | SF Employees' Retirement System       |
| Department of Police Accountability           | War Memorial & Performing Arts        |

***APPENDIX F***

**ATTACHMENT B**

|                                    |                                 |
|------------------------------------|---------------------------------|
| Airport                            | Municipal Transportation Agency |
| Department of Emergency Management | Public Utilities Commission     |
| Department of Public Health        | Recreation & Parks Department   |
| San Francisco Public Works         | Police Department (Non-Sworn)   |
| Human Services Agency              |                                 |

**Appendix G**

**City and County of San Francisco**

**Edwin M. Lee  
Mayor**



**Department of Human Resources**

**Micki Callahan  
Human Resources Director**

**MEMORANDUM**

**DHR No. 01-2015**

**DATE:** January 20, 2015  
**TO:** Appointing Officers  
 Departmental Personnel Officers  
**FROM:** Micki Callahan, Human Resources Director *Micki Callahan*  
**SUBJECT:** Encouraging Wellness Activities

The City and County of San Francisco launched its Wellness Plan for City employees in the fall of 2014. Wellness is the state of being in good physical and mental health, and the Wellness Plan was sponsored by the Mayor’s Office, the Controller’s Office, the Department of Human Resources (DHR), and the [Health Service System](#).

We chose a workplace wellness program because work time, lunch time, and commute time constitute over 50 percent of an employee’s waking hours on any given workday. Work environments, work culture, and coworkers can influence choices made during the workday, such as what to eat for lunch and what to do on a break. These decisions can have a significant impact on the health of each individual. Developing a culture of wellness will inspire and support healthy choices about exercise, nutrition, preventive care, stress management, and emotional well-being.

To this end, departments are encouraged to allow flexible work schedules where operationally feasible to facilitate the ability of employees to participate in wellness programs in conjunction with the workday. These flexible arrangements could include allowing later or earlier start and end times or longer lunches, with adjustments to start or end times to make up time (with supervisor approval). Floating holidays, vacation, and compensatory time off (CTO) are also available for these purposes.

The appropriate uses of sick leave are detailed in the Civil Service Commission Rules and the City’s [Employee Handbook](#). Sick leave is not generally available for wellness activities unless the activity is delivered or led by a licensed medical professional. Use of sick leave is appropriate when an employee is consulting with a licensed medical provider for such purposes as biometric screenings, flu shots, classes led by nurses or physical therapists, and other preventive care provided by a licensed medical professional.

The following chart provides guidance and examples of when paid leave or flex time may be appropriate:

| <b>Activity</b>     | <b>Approximate Length of Time</b>   | <b>Type of Time</b>  |
|---------------------|-------------------------------------|--|
| Biometric Screening | 30 minutes (15 minute appointments) | Lunch time, flexible scheduling, sick leave, vacation, floating holiday, CTO |
| Flu Shots           | 20 minutes (10 minute appointments) | Lunch time, flexible scheduling, sick leave, vacation, floating holiday, CTO |
| Wellness Coaching   | 30 minutes (20 minute appointments) | Lunch time, flexible scheduling, vacation, floating holiday, CTO             |

## APPENDIX G

Wellness activities

Page 2 of 2

|   |                                      |  |
|---|--------------------------------------|--|
| Interactive Seminars<br>(aka Lunch and Learns)              | 60 minutes (45 minute presentations) | Lunch time, flexible scheduling,<br>vacation, floating holiday, CTO  |
| Tobacco Cessation Classes<br>/ Weight Management<br>Classes | 2-3 hours – 7-10 days                | Flexible scheduling, vacation,<br>floating holiday, CTO  |
| Classes Offered by Medical<br>Provider or Health Plan       | 2 hours                              | Sick leave, vacation, floating holiday,<br>CTO   |
| Employee Assistance<br>Program (EAP) Counseling             | 60 minutes                           | Sick leave, vacation, floating holiday,<br>CTO   |
| EAP Work-Related<br>Training Programs                       | 1-8 hours depending on the training  | Work time if assigned by a supervisor<br>to attend for work-related purposes,<br>vacation, floating holiday, CTO |

Please visit [www.myhss.org/well-being](http://www.myhss.org/well-being) for more information about the City's Wellness Plan.

Should you have any questions about this policy, please contact DHR Chief of Policy Susan Gard at [susan.gard@sfgov.org](mailto:susan.gard@sfgov.org).

**Appendix H**

Upon request of the Association, the City agrees to meet with the Association regarding an onboarding checklist of documents for departments to provide to new hires, transfers, and promoted employees represented by the Association at the time of appointment. The parties will attempt to agree on the checklist no later than January 31, 2020, with an implementation date no later than March 1, 2020.

**Appendix I**

**SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND THE MUNICIPAL EXECUTIVES' ASSOCIATION**

Section III.Z. Retirement of the Agreement between the City and the Association provides that in addition to paying any required employee retirement contribution, represented employees in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The City has notified the Association and employees represented by the Association that from July 1, 2017 to April 19, 2019, the City under-deducted employees' Prop. C Contributions by 1.0%. The City has calculated that employees represented by the Association owe a total of Thirty-One Thousand, Four Hundred and Twenty-Nine Dollars, and Fifty-Seven Cents (\$31,429.57) (the "Unpaid Prop. C Contributions"). As part of the economic terms reached by the parties in negotiating the successor Agreement to be effective July 1, 2019, the City has agreed to waive collection of the Unpaid Prop. C Contributions. This Unpaid Prop. C Contribution is recognized as a cost to the City in the successor Agreement.



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**THE MUNICIPAL EXECUTIVES ASSOCIATION**

**JULY 1, 2019 – JUNE 30, 2022**

**Revised per Amendment #1 to FY 2019-2022 MOU**

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**ARTICLE I - REPRESENTATION**

**AGREEMENT**

1. This Agreement is entered into by the City and County of San Francisco hereinafter "City" and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

**ARTICLE I: REPRESENTATION**

**I.A. Recognition**

2. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for bargaining unit 32 and designated as groups M, EM and M-SA, M-DA as listed in Appendix A.
3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.
4. Successor job codes resulting from the consolidations or divisions of classes currently represented by MEA shall continue to be subject to this MOU.
5. The City agrees to recognize the Association as the collective bargaining representative of any job code which constitutes a successor job code to a job code which the Association currently represents. Where there is question as to whether or not a new job code is a successor class, the Department of Human Resources shall make the final determination, which shall be appealable pursuant to the Employee Relations Ordinance.
6. Issues related to job code descriptions shall be subject to meet and confer process with final review and approval by the Civil Service Commission, not subject to grievance or arbitration.

**I.B. Intent**

7. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the general membership of the Association, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.409.
8. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance of any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.

## **ARTICLE I - REPRESENTATION**

### **I.C. No Strike Provision**

9. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

### **I.D. Meet and Confer Responsibility During the Term of The Agreement**

10. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
11. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
12. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in Paragraphs 10 and 11 hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
13. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
14. During the term of an MOU, disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter section A8.409 et seq., but may be subject to grievance arbitration.

### **I.E. Management Rights**

15. Except as otherwise provided herein, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
16. Except as otherwise provided herein, the City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be

## **ARTICLE I - REPRESENTATION**

offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.

17. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

### **I.F. Official Representatives**

18. The Association may select as many as five (5) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.
19. Release time shall be provided for MEA representatives to participate in disciplinary meetings, grievance meetings, meet and confer sessions and other labor relations matters with the City. Release time shall not be withheld unreasonably.
20. In scheduling meetings, reasonable consideration shall be given to the operating needs and work schedules of the particular employee's and representatives' department(s).
21. No representative may leave the duty or work station without specific approval of his supervisor.
22. Representatives shall be responsible for the performance of their work load consistent with release time approved pursuant to rules established herein.
23. The Association shall advise the City of any changes with its staffing as it relates to representation.

### **I.G. Association Access**

24. The City shall provide Association reasonable access to all work locations, including employee break areas, to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below, as well any rules and regulations agreed to by the City agency or department and the Association.
25. Association agrees that its access to work locations will not disrupt or interfere with a City agency or department's mission and services or the work of employees, or involve any political activities.

## **ARTICLE I - REPRESENTATION**

26. Association representatives must identify themselves upon arrival at a City agency or department. Association representatives may use City meeting space with a reasonable amount of advance notice and approval from the City agency or department, subject to availability.
27. The City may require an agency or department representative to escort Union representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees.
28. Nothing in this Section is intended to disturb existing City agency or departmental Union access policies. Further, City agencies or departments may implement additional rules and regulations after meeting and conferring with the Union.

### **I.H. Grievance Procedures**

29. The following procedures are adopted by the Parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
  1. Definition
30. A grievance shall be defined as any dispute which involves the interpretation or application of, or compliance with this Agreement. Grievances may be filed only by the Association. The Association may only grieve discipline for permanent civil service employees who have passed probation.
31. The Association and the City agree that grievances must include the following:
  - a. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and department of the affected employee or employees;
  - b. The section(s) of the contract which the Association believes has been violated; and
  - c. The remedy or solution being sought by the Grievant.
32. The City will return any grievance that does not include the information specified above. The Association may resubmit a new grievance with the missing information, with all dates and other provisions triggered off the new submission date.
33. Written reprimands are not subject to the grievance procedure; provided however, that employees shall be entitled to submit a written rebuttal to any written reprimand within thirty (30) days from the date of the reprimand. The City will attach a timely rebuttal to the reprimand and place it in the employee's official personnel file with the reprimand.



## ***ARTICLE I - REPRESENTATION***

34. In the event that an individual or a group of individuals elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the individual(s) will be held in abeyance pending the individual's election of remedies. If an individual or group of individuals elect(s) another remedy the grievance shall be deemed withdrawn.
2. Time Limits
35. The time limits set forth herein may be extended or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing. For purposes of calculation of time a "day" is defined as a "calendar day," including weekends and holidays.
36. Any deadline date under this procedure that falls on a Saturday, Sunday or holiday shall be continued to the next business day.
3. Steps of the Procedure
37. Except as otherwise specifically provided, all grievances must be initiated at Step 1 of the grievance procedure. In the event the City disagrees with the level at which the grievance is filed the City may submit the matter to the Step it believes is appropriate for consideration of the dispute. The step procedures set forth herein may be modified or waived by mutual agreement of the parties. Any such agreement must be confirmed in writing.
38. Except as otherwise specifically provided in subsection 10, a grievance affecting more than one employee shall be filed at Step 2 with the appointing officer. In such event, the Association must provide a list of all employees, their classifications, department and the nature of the grievance, including the specified injuries.
39. Grievances affecting more than one department shall be filed at Step 3 with the Employee Relations Division and include the same information as in the preceding paragraph.
40. Grievances related to discipline of an employee must be submitted initially at Step 3 of this procedure within fifteen (15) calendar days of the final notice of discipline.
41. An employee shall first attempt to resolve the alleged violation informally with the employee's immediate supervisor.
42. Step 1: If the alleged violation is not resolved informally with the immediate supervisor, the Association will submit the grievance on behalf of the represented employee in writing to the immediate supervisor within thirty (30) calendar days of the date of the occurrence of the act or the date the represented employee might reasonably have been expected to have learned of the alleged violation.
43. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.

**ARTICLE I - REPRESENTATION**

44. Step 2: If dissatisfied with the supervisor's response at Step 1, the Association, on behalf of the individual grievant, may appeal to the Appointing Officer, in writing, within fifteen (15) calendar days of receipt of the Step 1 response. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. The Appointing Officer may convene a meeting within fifteen (15) days with the grievant and the grievant's Association representative. The Appointing Officer shall respond in writing within twenty (20) days of the meeting or receipt of the appeal, whichever is later.
45. Step 3: If dissatisfied with the Appointing Officer's response at Step 2, the Association, on behalf of the individual grievant, may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 2 response. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason(s) for rejecting the lower step response and advancing the grievance to the next step. The Director may convene a grievance meeting within fifteen (15) days with the Association and the represented employee. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
46. Step 4: If the Association is dissatisfied with the Step 3 response it may appeal by notifying the Director, Employee Relations, in writing, within twenty (20) days of the Step 3 decision that arbitration is being invoked. The ERD Director shall issue a letter referring the Association to the City Attorney's Office. The Association shall contact the City Attorney's Office by letter, copied to the Employee Relations Director, via US mail, within thirty (30) days of the date of the ERD Director's letter referring the Association to the City Attorney's Office. If the Association fails to contact the City Attorney's Office within thirty (30) days of that letter, the grievance is deemed withdrawn.

4. Selection of the Arbitrator

47. The parties shall select an arbitrator from the list of panelists attached hereto as Appendix B. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within seven (7) days the arbitrator shall be selected from the permanent panel by utilizing a strike-off procedure.

5. Authority of the Arbitrator

48. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

**ARTICLE I - REPRESENTATION**

6. Fees and Expenses of Arbitrator

49. a. Arbitrator Fees

The fees and expenses of the Arbitrator and court reporter shall be shared equally by the Association and the City. Mutual agreement is required for payment of fees when either party is requesting a Court Reporter. Transcripts shall not be required. If a party requests a transcript, that party shall be solely responsible for the cost.

50. b. Attorney's Fees and Costs

The parties shall bear their own legal expenses and costs for grievances. Each party expressly waives any right to an award of attorney's fees or costs in any grievance proceeding.

7. Hearing Dates and Date of Award

51. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.

8. Monetary Relief

52. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement.

9. Failure to Respond

53. Except as otherwise provided herein, a grievance shall be void in the event a grievance is not initiated or appealed through the steps in accordance with the time periods set forth above. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

10. Immediate Dispute Resolution

54. In the event there is a dispute regarding the interpretation or application of this Agreement that imminently affects the Association or a substantial number of members represented by the Association, and that will result in harm for which monetary relief would be an insufficient remedy, either the City or the Association may request suspension of the grievance process as described in section 3 of this Section and proceed to immediate dispute resolution discussions with the Director of Employee Relations. The Director shall schedule and conclude discussions within twenty (20) days of receipt of a written request by either party and the action triggering the request for immediate dispute resolution may be stayed upon mutual agreement.

55. Should the dispute still not be resolved it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

**ARTICLE I - REPRESENTATION**

56. If the parties cannot otherwise agree, an arbitrator shall be selected by the parties from an arbitrator provided in Appendix B. The first arbitrator, selected at random by the parties, available within a two week period shall be selected.
57. There will be no post-hearing briefs in an immediate arbitration unless such briefs are requested by the arbitrator.
58. This section may not be invoked for disciplinary grievances.
11. Petitions to Compel Arbitration
59. The prevailing party in any petition to compel arbitration shall be awarded reasonable attorneys' fees and costs.
12. Expedited Arbitration
60. Grievances for disciplinary suspensions of ten (10) days or less shall be resolved through an expedited arbitration process. By mutual written agreement the parties may submit other grievances to this expedited arbitration process. In order to provide for prompt hearings under this process, the parties agree to strike from the arbitrators listed in Attachment B, except that when an expedited arbitration case arises, the parties shall first limit the list to those arbitrators who have identified availability within six (6) months of the parties' inquiry. Whether the Association or City deletes the first name in the alternating process shall be determined by lot.
61. Each expedited arbitration hearing for five days suspension or less will last a maximum of two hours. Each expedited arbitration hearing for six through ten days suspension will last a maximum of four hours. The parties agree not to utilize court reporters or electronic transcriptions, nor to permit post-hearing briefs. These decisions will be final and binding, and shall not be used in any other cases except those of the grievant involved, unless otherwise agreed.
62. Each party shall bear its own expenses in connection with the expedited arbitration. All fees and expenses of the arbitrator shall be shared equally by the parties.
63. In the event that an expedited arbitration hearing is canceled resulting in a cancellation fee, the party causing the cancellation shall bear the full cost of the cancellation fee, unless a mutually agreed upon alternative is established.

## **ARTICLE I - REPRESENTATION**

### **I.I. Union Security**

#### **1. Authorization for Payroll Deductions**

64. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.I. means Union membership dues, initiation fees, premiums for Union-sponsored insurance programs, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
65. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
66. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for City contributions.
67. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
68. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
69. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work,

## **ARTICLE I - REPRESENTATION**

home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contribution amount deducted.

70. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedures, or it receives an order from a court administrative body directing the City to change or cancel the deductions for one or more employees.
71. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

### 2. Indemnification

72. Except where prohibited by state or federal law, the Union shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section I.I. The Union shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Union, (ii) the City shall provide any assistance that the Union may reasonably request for the defense of the claim; and (iii) the Union has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Union may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions relating to compliance with this Section I.I. brought by the Union against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contribution deduction, as provided in subsection 1.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II: EMPLOYMENT CONDITIONS**

**II.A. Non-Discrimination**

73. The City and the Union agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rules, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws. This provision is not subject to the grievance procedure.

1. Americans with Disabilities Act

74. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith. This provision is not subject to the grievance procedure.

2. Family Medical Leave Act

75. The City acknowledges its obligation to comply with the provisions of the Family Medical Leave Act and the California Family Rights Act. This provision is not subject to the grievance procedure.

3. Meyers-Milias-Brown Act

76. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.

**II.B. Probationary Period for Employees in Permanent Civil Service Positions**

77. The final and most important phase of the selection process is the probationary period. The probationary period is used to evaluate the performance of an employee in the position to which appointed.

78. The Civil Service Commission defines and requires probationary periods. The probationary period for new employees in all classifications represented by the Association shall be 2080 regularly scheduled hours worked, including legal holiday pay (LHP). The probationary period

## **ARTICLE II – EMPLOYMENT CONDITIONS**

for an employee appointed to a promotive position shall be 1040 regularly scheduled hours worked, including LHP.

79. The probationary period for all other appointments, shall be 520 regularly scheduled hours worked, including LHP. This provision includes any employee appointed permanently to a class in which the employee has served the equivalent of the probationary period as a provisional, temporary or permanent exempt employee. To qualify, the prior service must be continuous and in the same department as the permanent appointment. If an employee is returned to duty in the same department from which the employee was laid off, the employee shall serve the remainder of any probationary period as set forth in Civil Service Rule 117.3.2.
80. The Association agrees that the probationary period may be extended for up to 2080 hours by a written mutual agreement between the Appointing Officer and a represented employee. After such agreement is reached, the City will provide notice of the agreement to the Association.
81. The City will notify the Association when it releases a represented employee from probation.
82. Probationary employees should receive:
  - a. An initial meeting to review the expectations and goals for the position;
  - b. Regular check-ins with a supervisor to provide feedback on performance; and
  - c. Performance appraisals at both the midpoint and the conclusion of the probationary period.

### **II.C. Discipline**

#### Rights of Permanent Civil Service Employees

83. All discipline shall be for just cause.
84. A permanent civil service employee subject to suspension or discharge, shall be entitled, prior to the imposition of that suspension or discharge, to a Skelly meeting and to the following:
  85. a. A notice of the proposed action;
  86. b. The reasons for the proposed discipline;
  87. c. A copy of the charges and the materials upon which the action is based; and
  88. d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.

The employee's department shall provide a copy to the Association of all the materials provided to the employee.

89. A management representative who is not the employee's immediate supervisor or part of the investigative process shall preside over the Skelly meeting.



## **ARTICLE II – EMPLOYMENT CONDITIONS**

The City shall provide the Skelly decision to the Association within two (2) weeks of the Skelly meeting. The City may request an extension of up to thirty (30) calendar days from the Association to comply with this provision.

90. Employees subject to Public Safety Officers’ Procedural Bill of Rights Act shall be entitled to administrative appeal when subject to written reprimand.
91. If no appeal is available, the employee will be provided the opportunity to respond in writing, with such response maintained in the employee’s personnel file. An employee who requests the opportunity for a “name clearing hearing” before the Appointing Officer or designee is entitled to a response to the request within five (5) working days of the employee’s request. An employee who has had a name clearing hearing is not entitled to appeal the termination.
  - (1) The employee must file the request with the Appointing Officer within five (5) working days of the receipt of the written notice of separation.
  - (2) At the hearing, the employee may be represented by a representative of the employee’s choosing.

### Representation of Permanent Civil Service Employees

92. If a permanent civil service employee has designated the Association to provide representation in the disciplinary process, the Association shall be notified of the identity of the Skelly Officer and receive all of the materials used to support the disciplinary actions. After the discipline decision, the City shall also provide the Association with the Skelly Officer’s report. The Association will also receive any written recommendation from the Skelly to the appointing officer. As to such disciplinary action, an employee may respond in writing, and such response will be maintained in the employee’s personnel file, if the Appointing Officer imposes suspension or termination.

### Personnel Files

93. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used for the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or the Association, materials related to disciplinary actions which are three (3) or more years old shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee’s personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings, or as otherwise required by federal, state, or local law. An employee or the Association may request sealing prior to the end of the three year period.
94. There shall be one (1) official personnel file. Supervisors’ informal notes and records relating to their supervisory responsibilities shall not be maintained any longer than necessary for

## **ARTICLE II – EMPLOYMENT CONDITIONS**

supervision and evaluation purposes. After such time, such notes and records shall either (1) be made a part of the official personnel file or (2) destroyed, subject to applicable law.

95. With the written permission of the employee, a representative of the Association may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.
96. Employees may cause to be placed in their personnel files materials reasonably related to their assigned job duties.
97. An employee shall have the opportunity to review, sign and date any adverse material to be included in the employee's personnel file except routine matters chronicling job and pay changes.
98. The employee may attach a response to adverse material within 30 days of receipt of such material.

### **Investigative Interviews**

99. An employee may designate MEA to represent the employee during an investigative interview when the employee is the subject of the investigation. This provision includes EEO, Whistleblower or departmental disciplinary investigations. The department that conducts the investigation will issue a written notification to MEA (if designated as the representative by the employee) advising of the outcome of EEO and disciplinary investigations within thirty (30) days of completing the investigation. In the case of Whistleblower investigations, the Whistleblower unit of the Controller's office will notify the Association when the investigation has been completed.
100. No action to impose discipline against an employee shall be initiated more than thirty (30) days from the date the City knew of the conduct and has completed a diligent and timely investigation, except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct that is documented in the employee's personnel file or was the subject of a prior unsealed disciplinary action.
101. An employee who has been placed on Paid Administrative Leave pursuant to Administrative Code section 16.17 will be returned to duty at the conclusion of the authorized leave unless subject to discipline or by mutual agreement.

### **II.D. Utilization of Prop F and Temporary Exempt Employees**

102. The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt ("as needed") employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will inform employees on the holdover list how to sign up for notice of recruitments for exempt positions in their classifications.

## **ARTICLE II – EMPLOYMENT CONDITIONS**

### **II.E. Advance Notice to MEA on Personal Services Contracts**

103. At the time the City issues a Request for Proposals (“RFP”)/Request for Qualifications (“RFQ”), or thirty (30) days prior to the submission of a PSC request to the Department of Human Resources and/or the Civil Service Commission, whichever occurs first, the City shall notify MEA of any personal services contract(s), including a copy of the draft PSC summary form, where such services could potentially be performed by represented classifications.
104. If MEA wishes to meet with a department over a proposed personal services contract, the Union must make its request to the appropriate department within two weeks after MEA’s receipt of the department’s notice. The parties may discuss possible alternatives to contracting or subcontracting and whether the department staff has the expertise and/or facilities to perform the work. Upon request by MEA, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated to be contracted out.
105. In order to ensure that the parties are fully able to discuss their concerns regarding particular proposed contracts, the City agrees that it will take all appropriate steps to ensure that parties (excluding the Board of Supervisors and other boards commissions) who are responsible for the contracting-out decision(s) are present at the meeting(s) referenced in the preceding paragraph.
106. The City agrees to provide MEA with notice(s) of departmental commissions and Civil Service Commission meetings during which proposed personal services contracts are calendared for consideration, where such services could potentially be performed by represented classifications.

### **II.F. Fingerprinting**

107. When an employee must be fingerprinted as a condition of employment, the City shall provide such fingerprinting services at no cost to the employee.

### **II.G. Indemnification and Defense of City Employees**

108. The City shall defend and indemnify an employee against any claim or action against the employee on account of any act or omission in the scope of the employee’s employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq. and 995 et seq.

### **II.H. Ethics and Reporting Obligations**

109. Each employee is responsible for reviewing and complying with City and State ethics obligations and policies. This responsibility includes filing a Statement of Economic Interest (“SEI”, also known as Form 700) if required for the employee’s position, and completing all required ethics trainings.
110. The City will advise employees who are required to file an SEI of this requirement in their job offer letters, at the time of appointment, and before each annual filing deadline. The City will

## ***ARTICLE II – EMPLOYMENT CONDITIONS***

issue new employees a copy of the applicable departmental Statement of Incompatible Activities during the onboarding process.

111. SEIs are public records and subject to disclosure.
112. The City will provide employees training on their ethics obligations during work time, including an instructor-led training at least annually.

**ARTICLE III – PAY, HOURS AND BENEFITS**

**ARTICLE III: PAY, HOURS AND BENEFITS**

**III.A. Wages**

113. Represented employees will receive the following base wage increases:
114. Effective July 1, 2019: 3.00%
115. Effective December 28, 2019: 1.00%
116. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
117. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.
118. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
119. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.
120. All base wages shall be rounded to the nearest whole dollar, bi-weekly salary.
121. The 8148/8556 (SFERS) – Chief District Attorney's Investigator pay plan shall be the same as the 0941 – Manager VI classification.
122. The 8150/8558 (SFERS) – Principal District Attorney's Investigator, Special Unit pay plan shall be the same as the 0931 – Manager III classification.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

123. The 8315/8516 (SFERS) – Assistant Sheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.
124. The 8317/8517 (SFERS/PERS) – Chief Deputy Sheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.
125. The 8330/8576 (SFERS) – Director, Log Cabin Ranch pay plan shall be the same as the 0922 – Manager I classification.
126. The 8344/8580 (SFERS) – Director, Juvenile Hall pay plan shall be the same as the 0923 – Manager II classification.
127. The 8348/8518 (SFERS) – Undersheriff pay plan shall be the same as the 0954 – Deputy Director IV classification.
128. The 8413/(8582 (SFERS) – Assistant Chief Probation Officer pay plan shall be the same as the 0953 – Deputy Director III classification.
129. The 8416/8584 (SFERS) – Director, Probation Services pay plan shall be the same as the 0922 – Manager I classification.
130. The 8418/8586 (SFERS) – Chief Probation Officer, Juvenile Court pay plan shall be the same as the 0963 – Department Head III classification.
131. The 8435/8588 (SFERS) – Division Director, Adult Probation pay plan shall be the same as the 0922 – Manager I classification.
132. The 8436/8590 (SFERS) – Chief Adult Probation Officer pay plan shall be the same as the 0962 – Department Head II classification.
133. The 8438/8592 (SFERS) – Chief Deputy Adult Probation Officer pay plan shall be the same as the 0952 – Deputy Director II classification.
134. The 8470 – Executive Director, County Parole Commission pay plan shall be the same as the 0932 Manager IV classification.

#### **III.B Performance Appraisals**

135. When a represented employee receives a performance appraisal with which the employee disagrees, the employee shall be afforded thirty (30) days to respond to the appraisal in writing. Such response shall be appended to the performance appraisal and maintained in the employee's file.
136. Nothing in this section III.B. shall make performance appraisals or plans subject to the grievance procedure.

## **ARTICLE III – PAY, HOURS AND BENEFITS**

### **III.C. Acting Assignment Pay**

137. 1. The Appointing Officer assigns duties to employees covered by this Agreement. Represented employees assigned by the Appointing Officer or designated 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:
138. a. The assignment shall be in writing.
139. b. The position to which the employee is assigned must be a budgeted position.
140. c. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days.
141. 2. Upon written approval by the Appointing Officer, a represented employee shall be paid a 5% adjustment as long as it does not exceed the maximum range of the class to which temporarily assigned. The adjustment shall be retroactive to first day of the assignment. Premiums based on percent of salary shall be paid at a rate which includes out of class pay. Such acting assignment shall not last longer than six (6) months without the approval of DHR and notice to the Association. Upon DHR approval, such acting assignment may be extended another six (6) months, or for such longer period as may be necessary to accommodate exigent circumstances, such as approved leave of the permanent incumbent.
142. 3. Requests for job code review shall not be governed by this provision.
143. 4. Where the above requirements are satisfied, including written notice of the assignment, but an employee does not receive a premium, the employee must file a grievance within thirty (30) calendar days after the first payday when the employee could have been paid the premium.
144. 5. Acting Assignment Exception:
- An employee who believes the employee has been assigned to perform the full range of essential functions of a higher classification even though the Acting Assignment criteria have not been met shall be entitled to file a claim for acting assignment pay with the Appointing Officer. The Appointing Officer must respond to the claim, in writing, within 30 days. If the claim is denied, and the Union wishes to file a grievance, such grievance must be filed through Section I.G. of this Agreement. Back pay shall be limited to the date the employee's claim was filed with the Appointing Officer.

### **III.D. Supervisory Differential Adjustment**

145. The Appointing Officer may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

### **ARTICLE III – PAY, HOURS AND BENEFITS**

146. 1. The supervisor, as part of the regular responsibilities of the supervisor's class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
147. 2. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
148. 3. 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.
149. 4. 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.
150. 5. The compensation range of the supervisor is less than 5% over the compensation range, exclusive of extra pay (except Extended Ranges such as those in the Local 21 MOU), of the employee supervised. In determining the compensation schedule of a job code being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate job code.
151. 6. The adjustment of the compensation of the supervisor shall be 5% over the compensation exclusive of extra pay, of the employee supervised. During the term of this agreement, the adjustment to the compensation of the supervisor under this section shall be calculated on the hourly rate of the supervisee effective prior to any concessionary reduction.
152. 7. If the application of this section adjusts the compensation of an employee in excess of the employee's immediate supervisor, whose class is covered by this agreement the pay of such immediate supervisor shall be adjusted to an amount \$100.00 bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the other applicable conditions of this section are also met.
153. 8. In no event will the Appointing Officer approve a supervisory salary adjustment in excess of 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 10%.
154. 9. 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.

#### **III.E. IT Supervisory Adjustment**



### **ARTICLE III – PAY, HOURS AND BENEFITS**

155. Where an employee in class 1071 supervises one or more other employee in class 1071, the supervisor shall receive up to an additional 5% above the supervisor's base rate of pay as necessary to ensure that the supervisor is paid 5% more than the employee the supervisor supervises.

#### **III.F. Adjustments**

156. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary attained prior to layoff.
157. An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking job code shall receive a salary based upon actual permanent service in the higher job code, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate job code.
158. Further increments shall be based upon the increment anniversary date that would have applied in the higher job code.
159. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held in a permanent basis shall receive a salary based on the highest salary for that range, provided that salary does not exceed his salary before layoff.
160. An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a job code formerly held on a permanent basis shall receive a salary based upon the original appointment date in the job code to which the employee is returned. An employee who is returned to a job code not formerly held on a permanent basis shall receive a salary step in the salary grade for the job code closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary grade.

#### **III.G. Salary Plan and Salary Adjustments**

##### **1. Employees in Management Classification/Compensation Plan Classifications**

161. No later than December 31, 2019, an employee who initially chose to be excused from the plan may request to be moved into the MCCP after the time for electing voluntary participation has passed. Late requests that can be implemented with no additional administrative work will take precedence. Late requests that require additional evaluation or other administrative work will proceed as feasible.
162. Exempt employees, provisional employees, new hires and promotive hires shall not have the option to be excused from the MCCP.

**ARTICLE III – PAY, HOURS AND BENEFITS**

A. MCCP Salary Plan

163. 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.
164. 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.
165. 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.
166. 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.
167. 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. When seeking approval, Appointing Officers will note which of the above criteria is the basis for the requested adjustment.
168. Financial Limitations. For the term of this Agreement, the following percentages of MEA covered payroll (as defined by the Controller) shall be available for ongoing wage increases and one-time payments for Range B & C adjustments and placement of non-MCCP eligible employees into step 6 and 7:

|         | Ongoing Wage<br>Increases | One-Time<br>Payments |
|---------|---------------------------|----------------------|
| FY19-20 | 0.25%                     | 0.90%                |

**ARTICLE III – PAY, HOURS AND BENEFITS**

|         |       |       |
|---------|-------|-------|
| FY20-21 | 0.25% | 0.90% |
| FY21-22 | 0.25% | 1.00% |

169. Status Grants. Employees must submit requests for status grants under Appendix D of this Agreement by December 31, 2019. The City will discontinue allowing status grants into MCCP classifications for requests received after December 31, 2019, at which point Appendix D shall expire.
170. 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.
171. 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.
172. 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.
173. 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.
174. Department MCCP Post-Appointment Review Process. Departments shall establish and publish the following procedures by July 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 III – PAY, HOURS AND BENEFITS**

B. Placement in new and vacant positions.

175. All new and vacant MEA-represented positions eligible for inclusion shall be classified into the MCCP. Appointments shall be to range A, except as described below.

176. Range A. An appointing officer may make an appointment at any rate in range A based on consideration of whether the placement would serve one or more of the following purposes: to move towards internal equity (which may include issues of compaction), to address demonstrated recruitment issues, to compensate an employee exercising special skill or compensate an employee assigned to a special assignment of limited duration.

177. Ranges B & C. Subject to approval from the Human Resource Director, Controller and Mayor’s Budget Director, appointing officers may request that new employees (to the position) be placed at a rate of pay in range B or C. The City will provide notice to MEA of such approvals. Placement in range B and C shall be based on objectively verifiable criteria in one or more of the following areas:

- demonstrated recruitment or retention issues,
- unusual or extraordinary time-limited assignment,
- exceptional or special skills or qualifications which are essential for job performance or
- internal equity considerations (which may include issues of compaction).

178. Where appropriate, approval shall be time-limited. Once approved, the employee's rate of pay shall not be increased, except according to the scheduled salary increases specified in Article III.A. Wages.

179. Placement into ranges B and C is not grievable or appealable.

C. Rules applicable to all employees in the MCCP.

180. Supervisory differential, night duty, POST premium and acting assignment pay shall be administered according to traditional practices, except that EM employees and employees who are placed in range B or C shall not receive acting assignment pay.

181. For employees who supervise an employee in a lower classification, supervisory differential shall be measured from the supervisee’s actual rate of pay or the top of Range A for the supervisee, whichever is higher.

182. Where an employee in an MCCP class supervises at least one other employee in the same MCCP class, and satisfies the other contractual requirements for supervisory differential, and the supervisor’s base rate of pay is less than 5% above the base rate of pay of the highest paid supervisee, the supervisor shall receive up to an additional 5% as necessary to ensure that the supervisor is paid 5% more than the employee the supervisor supervises.

**ARTICLE III – PAY, HOURS AND BENEFITS**

183. Compensation for MCCP classes shall not exceed the top of range C, except as authorized by the Adjustment Committee under Section 171(vi), or upon approval of the Director of Human Resources for classes in which exceeding the top of Range C is necessary to ensure a 5% differential in pay between a supervisor and the employee(s) the supervisor supervises, in which case all other contractual requirements for supervisory differential must be satisfied.

2. Employees in Non-MCCP Classifications

A. Appointments

184. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

a. Promotive Appointment in a Higher Class

185. An employee or officer who is a permanent appointee following completion of the appropriate probationary period or equivalent hours and who is appointed to a position in a higher job code, either permanent or temporary, deemed to be promotive shall have the employee's salary adjusted to that step in the promotive class as follows:

186. 1. The employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation grade and shall not be above the maximum of the salary range of the promotive class.

187. 2. For purposes of this Section, appointment of an employee to a position in any class with a higher salary grade shall be deemed promotive.

b. Non-promotive Appointment

188. When an employee accepts a non-promotive appointment in a job code having the same salary grade or a lower salary grade, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment. If the salary steps do not match, then the employee shall receive the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary grade.

c. Appointment Above Entrance Rate

189. Appointments may be made by an appointing officer at any step in the compensation schedule.

**ARTICLE III – PAY, HOURS AND BENEFITS**

d. Flat Rate Converted to Salary Range

190. An employee serving in a class in the prior fiscal year at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such change the step in the current salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments, when applicable.

e. Continuation of Salary Step Earned Under Temporary Appointment

191. When an employee is promoted under temporary appointment to a higher job code during a prior fiscal year and is continued in the same job code without a break in service in the current fiscal year, or is appointed to a permanent position in the same job code, such appointment shall be in accordance with the provisions of this MOU, provided that the salary shall not be less than the same step in the salary grade the employee received in the immediately prior temporary employment.

B. Step Increases

Advancement Through Salary Steps

192. Except as otherwise provided herein, full-time employees shall advance to each successive step upon satisfactory completion of one (1) year continuous service. Part-time regularly scheduled employees shall advance to each successive step upon satisfactory completion of 2080 continuous hours of paid service. An employee's performance shall be deemed satisfactory, solely for the purpose of this provision, unless the City has provided the employee with a performance evaluation, written reprimand, or performance improvement plan reflecting the need for performance improvement in the one year period before the anniversary date.

Salary Anniversary Date Adjustment

193. Salary step changes for permanent and permanent exempt employees employed in the Office of the Mayor, City Attorney, District Attorney, Public Defender, Sheriff, Assessor or Treasurer shall continue to take place at the discretion of the respective appointing officer, not to exceed the maximum salary of the current schedule of compensation for the class. There shall be no reductions in salary steps. This provision shall apply only to employees in those departments where the current appointing officer is an elected official, and excluding former CAO units.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

194. Permanent employees working under provisional, exempt or temporary appointments in other job codes shall have their salary adjusted in such other job codes when such employees reach their salary anniversary date in their permanent class.
195. Non-MCCP Eligible Employees. Subject to approval from the Human Resources Director, Controller and Mayor’s Budget Director, Appointing Officers may request placement of newly-appointed employees at Step 6 or 7. Incumbent employees may be placed at Step 6 or 7 through the Post-Appointment process pursuant to Section III.G. Placement at Steps 6 and 7 shall be based on objectively verifiable criteria in one or more of the following areas:
- demonstrated recruitment or retention issues;
  - unusual or extraordinary time-limited assignment;
  - exceptional or special skills or qualifications which are essential for job performance; or
  - internal equity considerations (which may include issues of compaction).
196. When appropriate, approval for appointment to Step 6 or 7 shall be time-limited.
197. Placement at Steps 6 and 7 is not subject to the grievance procedure or otherwise subject to appeal.
- 1110 Executive Assistant to the Executive Director, Retirement System
  - 1164 Administrator, SFGH Medical Center
  - 1839 Water Conservation Administrator
  - 1843 Executive Director, Southeast Community Facility Commission
  - 2620 Food Service Manager Administrator
  - 2785 Assistant General Services Manager
  - 3233 Marina Associate Manager
  - 3426 Forester
  - 3486 Watershed Forester
  - 4310 Commercial Division Assistant Supervisor
  - 7263 Maintenance Manager
  - 8229 Manager, Museum Security Services
  - 8326/8574 Assistant Director, Log Cabin Ranch
  - 8340/8578 Assistant Director, Juvenile Hall
  - 8415/8540 Senior Supervising Probation Officer, Juvenile Probation
  - 9247 Airport Emergency Planning Coordinator
  - 9251 Public Relations Manager
  - 9252 Communications Specialist
  - 9254 Airport Communications Officer
  - 9382 Government and Public Affairs Manager

## **ARTICLE III – PAY, HOURS AND BENEFITS**

### **C. Compensation Upon Transfer or Reemployment**

#### **a. Transfer**

198. An employee transferred from one department to another, but in the same job code, shall transfer at the employee's current salary, and if the employee is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

#### **b. Reemployment in Same Job Code Following Layoff**

199. An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

### **D. MCCP**

200. The provisions of this Section III.G.2. for Appointments, Step Increases, and Compensation Upon Transfer or Reemployment do not apply to employees allocated to the Management Classification/Compensation Plan (MCCP), or to employees whose designated pay plan is based on the pay plan of an MCCP-allocated position, except that Section III.G.2.A.a.1. shall apply to employees who are promoted into an MCCP class. Initial allocation to an MCCP class is not a promotion for purposes of this paragraph.

### **III.H. Methods of Calculation**

201. Monthly. An employee whose compensation is fixed on a monthly basis shall be paid monthly or bi-weekly in accordance with State Law or other applicable provision. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

202. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for the employee's 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.

203. 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 schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

204. Weekly. An employee whose compensation is fixed on a weekly basis shall be paid bi-weekly 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.



### **ARTICLE III – PAY, HOURS AND BENEFITS**

205. Conversion of Annual or Monthly Rates to Bi-Weekly Rates. When rates of compensation provided on an annual or monthly basis are converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:
206.           a.       A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
207.           b.       A fraction of one-half (1/2) or more shall be increased to the next full cent.
208. Daily Rates for Monthly and Bi-Weekly Employees. A day's pay shall be determined by dividing the number of work days in a normal work schedule in a monthly payroll period (including specified holidays) into the monthly salary established for the position, or the amount of a day's pay shall be 1/10th of the compensation of a normal work schedule in a bi-weekly period (including specified holidays).
209. Conversion to Bi-Weekly Rates. Rates of compensation established on other than bi-weekly basis may be converted to bi-weekly rates by the Controller for payroll purposes.

#### **III.I. Work Schedules**

##### **1. Regular Work Schedules**

210. Regular Work Day. Unless otherwise provided in this Agreement, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
211. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in the Appointing Officer's department. A regular work week is a tour of duty of five (5) worked days within a seven 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 working days in conjunction with changes in their work shifts or schedules.

##### **2. Night Duty**

212. Employees who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a night duty premium. Employees shall be paid eight-and-one-half percent (8.5%) more than the base rate for each hour regularly assigned between 5:00 p.m. and midnight (12:00 a.m.) provided that the employee's regular shift includes at least one (1) hour of the employee's shift between 5:00 p.m. and midnight (12:00 a.m.). Employees shall be paid ten percent (10%) more than the base rate for each hour regularly assigned between the hours of midnight (12:00 a.m.) and 7:00 a.m. if the employee works at least one (1) hour of their shift between midnight (12:00 a.m.) and 7:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program where the work shift includes hours

### **ARTICLE III – PAY, HOURS AND BENEFITS**

to be worked between the hours of (five) 5:00 p.m. and (seven) 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.

#### **3. Alternate Work Schedule**

213. By mutual agreement the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. 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.

#### **4. Voluntary Reduced Work Week**

214. Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week 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.

### **III.J. Management Leave**

#### **1. Compensatory Time-Off (CTO)**

215. Employees who promote from a job code that is not covered by this Agreement into a job code that is covered by this Agreement and who have unused compensatory time off balances in the prior class shall be permitted to carry forward into the new class earned but unused compensatory time off balances up to a maximum of 100 hours. MEA covered employees shall have no right to accrue new CTO in the future. The parties intend that employees with CTO balances in excess of 100 hours shall not be unreasonably denied the ability to use CTO hours.

#### **2. Management Leave**

216. Employees are required to work the days and hours necessary to perform the job duties of their positions and shall schedule their time accordingly. Employees shall receive five days of paid management leave per year. Up to five (5) days of unused management leave may be carried over into subsequent years. Management leave may only be taken in paid time off and cannot be "cashed out." Use of management leave must be approved in advance as required by department policy.

#### **3. Administrative Leave**

### **ARTICLE III – PAY, HOURS AND BENEFITS**

217. Employees who have unused accrued Administrative Leave earned under provisions of the 2014 – 2019 MOU as of June 30, 2019, may use such balances until June 30, 2022.

#### **III.K. Exceptions to Normal Work Schedules for Which No Extra Compensation Is Authorized**

218. Employees are not permitted to earn overtime pay. Pursuant to the Annual Salary Ordinance, employees may receive overtime, subject to the availability of funds, pursuant to approval of the Director of Human Resources. Overtime payments shall be limited to extraordinary circumstances which cannot be anticipated or addressed through normal scheduling and assignment of available personnel.

#### **III.L. Pyramiding of Premiums**

219. Each premium shall be separately calculated against an employee's base rate of pay. Premiums shall not be pyramided.

#### **III.M. Notice or Pay in Lieu Thereof**

220. The City agrees that when involuntarily removing or releasing from employment a represented employee, the appointing officer will endeavor to inform the employee in writing at least thirty (30) calendar days before the employee's 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 the employee was informed. The City agrees that pay in lieu of notice will be paid, with vacation leave accrual balances, within two payroll periods from the date of the involuntary removal or release.

##### **1. Layoff of Non-Exempt Employees**

221. In lieu of the above, when a represented employee in a permanent civil service position is laid off due to lack of work or lack of funds, the appointing officer will endeavor to inform the employee in writing at least sixty (60) calendar days before the employee's final day of work. Where the appointing officer fails or declines to inform the employee a full sixty (60) days in advance, the employee shall receive pay in lieu of notice for the number of days less than sixty (60) upon which the employee was informed. The City agrees that pay in lieu of notice will be paid, with vacation leave accrual balances, within two payroll periods from the date of layoff. The Association or the employee may request a *Levine* hearing within ten (10) days of receiving the sixty (60) day-notice of layoff. In such event, the City will schedule the hearing before the expiration of the notice period.

##### **2. Return to an Underlying Position**

222. Notwithstanding the preceding paragraphs, an employee who has permanent civil service status in a position and who returns to that position according to the Civil Service Rules upon involuntary separation from the employee's MEA position will be entitled to receive

### **ARTICLE III – PAY, HOURS AND BENEFITS**

as pay in lieu of notice, for the time prescribed above, the difference between the pay of the employee’s former MEA position and the employee’s pay in the underlying permanent civil service position.

#### **III.N. Severance Pay**

##### **1. Employees Without Permanent Civil Service Status**

223. Except as otherwise provided in this Section III.N., the City agrees that when involuntarily removing or releasing from employment a represented exempt employee, the employee shall also receive one week’s severance pay for each full year of continuous City service, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee’s employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof.

224. 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 Section III.M. or this Section III.N. Failure by the City to provide a general release within thirty (30) days of an involuntary removal or release will result in an automatic extension of the paid notice period until the release has been provided. The City will obtain signatures from its representatives on the severance agreement within a reasonable period after receipt by the City of the severance agreement signed by the employee and MEA.

##### **2. Employees With Permanent Civil Service Status**

225. Except as provided otherwise in this Section III.N., in the event the City involuntarily separates or returns an employee to an underlying permanent job code, that employee may elect to separate from City Service and shall receive one week’s severance pay for each full year of continuous City service, up to a maximum of 26 weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of employee’s employment or termination of that employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof. If the employee declines to elect severance within ten (10) working days of receiving an offer of severance, then the City will afford the employee all due process and appeal rights available under this Agreement, and no severance pay will be available to the employee.

226. 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

### **ARTICLE III – PAY, HOURS AND BENEFITS**

proper amount of notice or severance pay due under Section III.Q. or this Section III.R. Failure by the City to provide a general release, if the employee elects to fully separate from City service, within thirty (30) days of notice from the employee or MEA of the employee's election, will result in an automatic extension of the paid notice period until the release has been provided. The City will obtain the required signatures on the severance agreement within a reasonable period after receipt by the City of the severance agreement signed by the employee and MEA.

227. The City agrees to provide MEA with a current template for the release applicable to standard severance cases. This template may be updated as determined by the City. When such changes occur, the City will promptly provide an updated release template to MEA.
228. In order to receive severance pay, an eligible employee or MEA must notify the Appointing Officer or designee that the employee elects to receive severance pay within thirty (30) days of notification of involuntary release or removal from employment.
229. 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 Authority, 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 III.R.1. and III.R.2. above may receive severance pursuant to either, but not both.
230. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the department from which the employee was released for two years from the date of release.

#### **III.O. Holidays**

##### **1. Recognized Holidays**

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

January 1 (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

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The day after Thanksgiving  
December 25 (Christmas Day)

232. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
233. The City shall accommodate religious belief or observance of employees as required by law.
234. Five (5) additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee’s regular shift. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be earned or granted for floating holiday hours not taken.
235. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off for which the separating employee was eligible and had not yet taken off.
236. In addition, 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 shall be a holiday.
237. 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 the department head’s jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 16.4 of the Administrative Code. Those employees who work on a Friday which 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.
2. In-Lieu Holidays
238. An employee required by the employee’s Appointing Officer to work on any of the above specified holidays is entitled to an in-lieu holiday to compensate for the holiday worked, to be scheduled as described below.

### **ARTICLE III – PAY, HOURS AND BENEFITS**

239. 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.
240. In-lieu days will be assigned by the appointing officer or designee if not scheduled in accordance with the procedures described herein.
241. An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the appointing officer.
3. Holidays for Employees on Work Schedules Other Than Monday Through Friday
242. 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.
243. 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.
244. The provisions of this section shall apply to part-time employees on a pro-rata basis.
245. If the provisions of this section deprive an employee of the same number of 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 such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
4. Holiday Pay for Employees Laid Off
246. 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 their normal rate of compensation.
5. Employees Not Eligible for Holiday Compensation
247. Persons employed for holiday work only, or persons employed on a part-time work schedule which 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 immediately preceding or immediately following the legal holiday shall not receive holiday pay.
6. Part-time Employees Eligible for Holidays

### **ARTICLE III – PAY, HOURS AND BENEFITS**

248. 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.
249. 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.
250. 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.

#### **III.P. Vacation**

251. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.
252. For informational purposes only, portions of Article II of the Administrative Code are found at Appendix E.

#### **III.Q. Sick Leave**

##### **1. Accrual**

253. Award and accrual of sick leave benefits shall remain unchanged during the period of this Agreement. In addition, during the term of this agreement, no changes in sections of Civil Service Commission Rule 120 and 420 bargainable and arbitrable pursuant to Charter Section A8.409-3 may be implemented without the concurrence of the Association.
254. For informational purposes only, Civil Service Rule 120 prescribes the following rate of accrual for covered employees:

“Sick leave with pay credits shall be earned at the rate of .05 hours for each hour of regularly scheduled paid service excluding overtime exceeding forty (40) hours per week and holiday pay, except that an employee on disability leave shall earn sick leave with pay credits at the normal rate.”

##### **2. Sick Leave with Pay Limitation**



### **ARTICLE III – PAY, HOURS AND BENEFITS**

255. An employee who is absent because of disability leave and who is receiving disability indemnity payments may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's sick leave with pay credits so as to equal the net amount the employee would have earned for a regular work schedule minus premium pay adjustments. If the employee wishes to exercise this option, the employee must submit a signed statement to the employee's department no later than thirty (30) days following the employee's release from disability leave.
256. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.
257. Bereavement leave is administered according to Civil Service Rule 120, portions of which are repeated below for informational purposes only:
- Under the following circumstances and subject to the following conditions, an employee is permitted to use sick leave for bereavement:
- Absence because of the death of the employee's spouse or domestic partner, parents, step parents, grandparents, parents-in-law or parents of a domestic partner, sibling, child, step child, adopted child, a child for whom the employee has parenting responsibilities, aunt or uncle, legal guardian, or any person who is permanently residing in the household of the employee. Such leave shall not exceed three (3) working days and shall be taken within thirty (30) calendar days after the date of death; however two (2) additional working days shall be granted in conjunction with the bereavement leave if travel outside the State of California is required as a result of the death.
- For absence because of the death of any other person to whom the employee may be reasonably deemed to owe respect; leave shall be for not more than one (1) working day; however, two (2) additional working days shall be granted if travel outside the State of California is required as a result of the person's death.
258. For informational purposes only, the Citywide Wellness Policy is attached as Appendix G.

#### **III.R. State Disability Insurance (SDI)**

259. With the exception of employees appointed to positions that qualify them for disability pay under Labor Code Section 4850, all employees shall be enrolled in the State Disability Insurance Program. The City has determined that employees appointed to the following classifications are eligible to receive disability pay under Labor Code Section 4850:

8148 8556 Chief DA Investigator

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|      |      |                                  |
|------|------|----------------------------------|
| 8150 | 8558 | Principal DA Investigator        |
| 8317 | 8517 | Chief Deputy Sheriff             |
| 8315 | 8516 | Asst. Sheriff                    |
| 8348 | 8518 | Undersheriff                     |
| 8470 | -    | Exec. Dir., County Parole Comm.  |
| 8326 | 8574 | Asst. Dir., Log Cabin Ranch      |
| 8330 | 8576 | Dir., Log Cabin Ranch            |
| 8340 | 8578 | Asst. Dir., Juvenile Hall        |
| 8344 | 8580 | Dir., Juvenile Hall              |
| 8413 | 8582 | Asst. Chief Prob. Officer, Juv.  |
| 8416 | 8584 | Dir., Probation Services         |
| 8418 | 8586 | Chief Probation Officer, Juv.    |
| 8435 | 8588 | Div. Dir., Adult Prob.           |
| 8436 | 8590 | Chief Adult Prob. Officer        |
| 8438 | 8592 | Chief Deputy Adult Prob. Officer |

**III.S. Unpaid Furloughs**

260. There shall be no mandatory unpaid administrative leave (furlough) for represented employees.

**III.T. Management Flex Spending Compensation Package**

261. For July 1, 2014 through December 31, 2014 the City shall contribute the following based on the employee's enrollment status with the Health Service System:

Employee Only or Unenrolled: \$726.04 per month through December 31, 2014, and 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level thereafter, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 2 or more: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level including any additional charges assessed to Health Service System members by vote of the Health Services Board.

262. Effective January 1, 2015, the City shall make the following monthly contributions based on the employee's enrollment status with the Health Service System:

Employee Only or Unenrolled: 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any

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additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee Plus Two or More: 83% of the total health insurance premium for the plan selected inclusive of the contribution described in Charter section A8.428(b); provided, however, that the City’s contribution shall be capped at 83% of the Employee Plus Two or More premium of the second-highest-cost plan.

263. The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.
264. Employees shall not be eligible for the Management Cafeteria Plan during months in which they are not eligible to receive City-paid contributions for healthcare.
265. A plan year may be modified by mutual agreement. Such agreement must be confirmed in writing.
266. The elements of this package shall include but are not limited to: dependent health care, DCAP, disability insurance, term life insurance and other life insurance, accident insurance, and other authorized mutually agreed benefits. Specific plan design shall be subject to administrative feasibility and shall be determined in consultation with the Association. The benefits plan shall conform to provisions of IRS Code Section 125.
267. The City agrees to maintain health and dental benefits at present levels for the life of the Agreement.
268. Effective January 1, 2015, for employees with at least six (6) months’ continuous service who are enrolled in the Health Service System, the City shall provide, at its own cost, a Long-Term Disability (LTD) plan for members enrolled in Employee Plus Two or More. That plan will include, among other provisions, a ninety (90) day elimination period. The parties acknowledge that the City’s ordinances – which establish and administer the City’s Catastrophic Illness Program (“CIP”) – specify and control the criteria under which persons can participate in the CIP.
269. Employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
270. The City acknowledges its obligation to provide the cafeteria plan and its benefits. If the City is responsible for a violation of this Section (III.X), the City acknowledges that it is responsible to make the affected member whole, which may include providing the covered benefits described in the plan at issue or reimbursing the member for the cost of providing those benefits, as

**ARTICLE III – PAY, HOURS AND BENEFITS**

appropriate. The City agrees to make best efforts to expedite resolution of problems and disputes arising under this section.

**III.U. Provisional, Temporary and Temporary Exempt Eligibility for Health Service System**

271. Provisional, temporary and temporary exempt employees who have served more than 1,040 hours of continuous service, whose regular work week at the time of inclusion in the system is not less than twenty (20) hours, shall be eligible for membership in the Health Service System (health plan coverage).

**III.V. Retirement**

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

273. Represented employees who are members of SFERS agree to pay their own retirement contribution to SFERS. For employees who became members of SFERS prior to November 2, 1976 (Charter Section A8.509 Miscellaneous Plan), the City shall pick up one-half percent (0.5%) of the employee retirement contribution to SFERS.

274. The following is provided for informational purposes only. The Charter currently mandates a 7.5% contribution for miscellaneous employees who became members of SFERS on or after November 2, 1976, and 8.0% for miscellaneous employees who became members of SFERS prior to November 2, 1976. In addition, it provides for an increase or decrease to those contributions based upon the City’s contribution to SFERS:

| Employer Contribution Rate for Comparable SFERS Employees | \$50k < Misc < \$100k | Misc Safety >\$100k | Safety  |
|---|-----------------------|---------------------|---------|
| 0%  | (4.0%)                | (5.0%)              | (6.0%)  |
| 0.01% - 1.0%  | (4.0%)                | (4.5%)              | (5.0%)  |
| 1.01% - 2.5%  | (3.75%)               | (4.25%)             | (4.75%) |
| 2.51% - 4.0%  | (3.5%)                | (4.0%)              | (4.5%)  |
| 4.01% - 5.5%  | (2.5%)                | (3.0%)              | (3.5%)  |
| 5.51% - 7.0%  | (2.0%)                | (2.5%)              | (3.0%)  |
| 7.01% - 8.5%  | (1.5%)                | (2.0%)              | (2.0%)  |
| 8.51% - 10.0%   | (1.0%)                | (1.5%)              | (1.5%)  |
| 10.01% - 11.0%  | (0.5%)                | (0.5%)              | (0.5%)  |

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|                |       |       |       |
|----------------|-------|-------|-------|
| 11.01% - 12.0% | 0%    | 0%    | 0%    |
| 12.01% - 13.0% | 0.5%  | 0.5%  | 0.5%  |
| 13.01% - 15.0% | 1.0%  | 1.5%  | 1.5%  |
| 15.01% - 17.5% | 1.5%  | 2.0%  | 2.0%  |
| 17.51% - 20.0% | 2.0%  | 2.5%  | 3.0%  |
| 20.01% - 22.5% | 2.5%  | 3.0%  | 3.5%  |
| 22.51% - 25.0% | 3.5%  | 4.0%  | 4.5%  |
| 25.01% - 27.5% | 3.5%  | 4.0%  | 4.5%  |
| 27.51% - 30.0% | 3.75% | 4.25% | 4.75% |
| 30.01% - 32.5% | 3.75% | 4.25% | 4.75% |
| 32.51% - 35.0% | 4.0%  | 4.5%  | 5.0%  |
| 35.01% +       | 4.0%  | 5.0%  | 6.0%  |

Please consult the Charter for complete information and updates.

**275. Employee payment of employee contribution to CalPERS**

Represented employees in CalPERS shall pay the employee share of mandatory retirement contributions, effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member’s compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or percentage of, salary; and
- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

**276. Any City pickup of an employee’s mandatory contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of, or percentage of salary.**

**277. The retirement benefits for class 8315 Assistant Sheriff and class 8348 Undersheriff are established by Charter Section A8.506, which authorizes the Board of Supervisors to enter into a contract with the Public Employees Retirement System (PERS) for that purpose. In connection**

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with any recommendation by the City that the contract with PERS be amended, the Association agrees, on behalf of these employees, to enter into a cost sharing agreement, set forth in a side letter, which shall be filed with the Ordinance approving the contract amendment.

278. CALPERS Prop. C Employee Cost-Sharing:

A. The parties recognize the requirement under Charter Sections A8.409-9 and A8.590-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.409-9 and A8.590-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, CalPERS bargaining unit members shall make the mandatory statutory employee contribution described in Section III.Z. (Paragraph 279) plus an additional mandatory contribution to effectuate San Francisco Charter Sections A8.409-9 and A8.590-9 (the "Prop. C contribution"). The Prop. C contribution is determined as set forth in the chart below based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the additional payment to CalPERS (the "Prop. C. Contribution") will be 3% of covered compensation for bargaining unit members, except for members in safety classifications 8315 and 8348. For members in safety classifications 8315 and 8348, the Prop C Contribution will be 3.5% of covered compensation for FY2012-2013.

| Employer Contribution Rate for Comparable SFERS Employees | Misc Safety >\$100k | Safety  |
|---|---------------------|---------|
| 0%  | (5.0%)              | (6.0%)  |
| 0.01% - 1.0%  | (4.5%)              | (5.0%)  |
| 1.01% - 2.5%  | (4.25%)             | (4.75%) |
| 2.51% - 4.0%  | (4.0%)              | (4.5%)  |
| 4.01% - 5.5%  | (3.0%)              | (3.5%)  |
| 5.51% - 7.0%  | (2.5%)              | (3.0%)  |
| 7.01% - 8.5%  | (2.0%)              | (2.0%)  |
| 8.51% - 10.0%   | (1.5%)              | (1.5%)  |
| 10.01% - 11.0%  | (0.5%)              | (0.5%)  |
| 11.01% - 12.0%  | 0%                  | 0%      |
| 12.01% - 13.0%  | 0.5%                | 0.5%    |
| 13.01% - 15.0%  | 1.5%                | 1.5%    |

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|                |       |       |
|----------------|-------|-------|
| 15.01% - 17.5% | 2.0%  | 2.0%  |
| 17.51% - 20.0% | 2.5%  | 3.0%  |
| 20.01% - 22.5% | 3.0%  | 3.5%  |
| 22.51% - 25.0% | 4.0%  | 4.5%  |
| 25.01% - 27.5% | 4.0%  | 4.5%  |
| 27.51% - 30.0% | 4.25% | 4.75% |
| 30.01% - 32.5% | 4.25% | 4.75% |
| 32.51% - 35.0% | 4.5%  | 5.0%  |
| 35.01% +       | 5.0%  | 6.0%  |

**C. The Prop. C Contribution:**

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;
- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS account;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of salary.

D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under Section III.Z. (Paragraph 279) to the extent of the Prop. C Contribution.

Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase in the employee contribution to CALPERS for employees covered by this Agreement, either party may elect to reopen this

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Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set forth in Charter Section A8.409-4 or A8.590-5, as applicable.

279. The following represented classifications are currently members of PERS:

- 8148 Chief District Attorney’s Investigator
- 8150 Principal District Attorney’s Investigator, Special Unit
- 8315 Assistant Sheriff
- 8326 Assistant Director, Log Cabin Ranch
- 8330 Director, Log Cabin Ranch
- 8340 Assistant Director, Juvenile Hall
- 8344 Director, Juvenile Hall
- 8348 Undersheriff
- 8413 Asst. Chief Probation Officer
- 8415 Senior Supervising Probation Officer, Juvenile Court
- 8416 Director, Probation Services
- 8418 Chief Probation Officer, Juvenile Court
- 8435 Division Director, Adult Probation
- 8436 Chief Adult Probation Officer
- 8438 Chief Deputy Adult Probation Officer
- 8470 Executive Director, County Parole Commission

#### **III.W. Retirement Planning Seminar**

- 280. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
- 281. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be release 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.
- 282. All such seminars must be located within the Bay Area.
- 283. This section shall not be subject to the grievance procedure.

#### **III.X. Life Insurance**

- 284. The City shall purchase a \$50,000 life insurance policy for each employee. Effective January 1, 2021, the life insurance policy will increase to \$100,000. Effective January 1, 2022, the life insurance policy will increase to \$150,000. This section shall not diminish any existing rights of



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MEA employees to purchase supplemental coverage through the Management Flex Spending Compensation Package.

#### **III.Y. Parental Release Time**

285. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee’s children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
286. In order to qualify for Parental Leave, the employee must give reasonable notice to the employee’s immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that the employee participated in school/child care related activities on a specific date and at a particular time, if requested by management.
287. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child’s parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.
288. Denial of Parental Leave under this section is not subject to the grievance process.

#### **III.Z. Eye Examination**

289. All employees who are Health Service System members shall be eligible for one (1) annual eye examination and prescribed eyewear for computer use.

#### **III.AA. Jury Duty**

290. An employee shall be provided leave with pay on a work day when the employee serves jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
291. Employees assigned to jury duty whose regular work assignments are swing, graveyard, or weekend shifts shall not be required to work those shifts when serving jury duty, provided the employee gives prior notice of the jury duty to the supervisor.
292. To receive leave with pay for jury duty, employees must (1) provide written proof of jury service from the court to verify actual appearance for each day of jury duty, and (2) decline any payment from the court for jury duty.
293. If an employee is required to call-in during the work day for possible midday jury duty, the employee shall coordinate in advance with the employee’s supervisor about whether and when to report to work.

## **ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

### **ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

#### **IV.A. Management Training Funds**

294. The City shall make available and DHR shall budget \$250,000 each year for the purpose of management training of MEA-represented employees of which up to 125,000 may be used for the purchase of the equipment described in the following paragraph, to the extent that these items are used in the performance of City duties. Unused funds will not be carried over from year to year, with the exception of \$106,580 which was available from prior year rollovers as of June 30, 2019. If all funds are exhausted during any year of this Agreement, the City will increase its annual allocation the following year to \$300,000, and maintain that amount for the remaining term of the Agreement.
295. Any employee who regularly works at least twenty (20) hours per week with a minimum of one (1) year continuous service in any classification represented by MEA at the time of application is eligible for Management Training Fund reimbursement.
296. Professional development opportunities are intended to allow employees to improve job performance. Until such funds are exhausted, an employee may utilize up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences, executive coaching, and professional licenses, certificates, and association memberships, professional software, and books and subscriptions. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training, subject to the restrictions of applicable law, including Administrative Code Chapter 12X. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.
297. Employees may also use up to \$1,000 of the maximum funds available to them for the purchase of personal electronic equipment, to the extent that these items would be used in the performance of their City duties. Reimbursement is limited to no more than one device per employee per fiscal year. It is the employee's responsibility to comply with all privacy and security requirements, in accordance with state and federal law, and City and department policies.
298. In addition, subject to approval by the Department of Human Resources and to the extent funds are available, and as permissible under applicable law, including Administrative Code Chapter 12X, employees may utilize up to \$1,000 of the funds available to them for that fiscal year under this section IV.A. to pay for the cost of reasonable and necessary travel and lodging outside of the nine Bay Area Counties for approved training. Travel reimbursement rates shall be as specified by, and guidance regarding Chapter 12X provided in, the Controller's Accounting Policies and Procedures memo; however, a \$50 per diem allowance may be submitted when traveling on approved training. Management Training Funds may not be used for food. The City shall not utilize these funds to supplant existing budgeted training programs.

## **ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

299. An employee may submit a request for an expense incurred in the current fiscal year. Only with MEA approval may an employee submit a request for an expense that occurred in a prior fiscal year (i.e., must have already received MEA pre-approval). An employee cannot submit a request for an expense occurring in a future fiscal year. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion. If an employee provides notice of resignation, the employee must submit the expense report and receive all approvals before separating from the City to obtain reimbursement.

### **IV.B. Leadership Development Program**

300. The City agrees to fund, develop, and implement a leadership development program for City managers. In addition to the resources allocated to the program by DHR, \$75,000 will be provided by DHR to augment the program with professional coaching, specialized seminars and joint initiatives. The parties will meet annually to review and evaluate the program.
301. Upon mutual agreement between MEA and the City, completion of certain elements of the program may be identified as required of all managers. Unit members will participate on City time. Topics will include, but not be limited to, strategic planning, communication, fiscal management, knowledge transfer, emotional intelligence, and workforce planning. The program will be funded and presented through DHR.

### **IV.C. Paid Status During Training**

302. Represented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

### **IV.D. P.O.S.T. (Peace Officer Standards and Training) Premiums**

303. Employees in represented job codes which have Peace Officer or limited Peace Officer status pursuant to state law shall be eligible for a P.O.S.T. premium as follows:
304. A premium of 4% of base wage rate shall be paid for the possession and maintenance of an intermediate P.O.S.T. certificate OR a premium of 6% of base wage rate shall be paid for the possession and maintenance of an advanced P.O.S.T. certificate.

### **IV.E. Reimbursement for Licenses, Certificates, and Professional Memberships**

305. The City shall reimburse members for the cost of required professional licenses, certificates, and memberships.

### **IV.F. Direct Deposit of Payments and Paperless Pay Policy**

306. The Citywide “Paperless Pay” Policy applies to all City employees covered under this Agreement.

**ARTICLE IV – TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

307. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees without computer access or who otherwise wish to receive a paper statement shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
308. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
309. Under the policy, all employees will have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
310. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
311. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
312. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
313. The parties mutually agree that employees may print out pay advices during work hours.

## **ARTICLE V – WORKING CONDITIONS**

### **ARTICLE V: WORKING CONDITIONS**

#### **V.A. Health and Safety**

314. The City acknowledges its responsibility to provide a safe and healthful work environment for City employees. The Association agrees that it shares the responsibility for these efforts, as do City employees.
315. When an employee, in good faith, believes that a hazardous or unsafe condition exists, and that continuing to work under such conditions poses risks beyond those normally associated with the nature of the job, the employee shall so notify the Departmental Personnel Officer and/or Safety Committee and/or Safety Officer. If the Department agrees the assignment is hazardous or unsafe, the employee shall be reassigned, if possible, until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the Grievance Procedure at Step 3 for final resolution. The employee's assignment shall be continued until the dispute is resolved. Employees may be relieved of tasks which pose a threat to their health or safety provided the tasks are not essential functions of the jobs.

#### Right to Know

316. Material Safety Data sheets shall be available for inspection by employees or their Association representative.

#### **V.B. Return to Work**

317. The City will make a good faith effort to return employees who have sustained an injury or illness to temporary modified duty within the employee's medical restrictions. Duties of the modified assignment may differ from the employee's regular job duties and/or job duties regularly assigned to employees in the injured employee's job code. Decisions regarding temporary modified duty shall be subject to approval of the Appointing Officer or designee. The decision to provide modified duty and/or 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 the employee's regular rate of pay.

#### **V.C. Safety Equipment for Peace Officers**

318. The following provisions apply to employees in represented job codes which have peace officer or limited peace officer status pursuant to state law:
319. 1) The City will provide an adequate amount of on duty or practice ammunition during each year of this Agreement, as determined by the Appointing Officer, for employees authorized to carry firearms as part of their job duties.

## **ARTICLE V – WORKING CONDITIONS**

320. 2) The City will reimburse employees up to \$750.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts. For District Attorney Investigators the City will reimburse employees up to an additional \$750.00 for each year of this Agreement for miscellaneous safety equipment, as approved by the appointing officer and upon presentation of valid purchase receipts.
321. 3) The City will reimburse employees in class 8348 Undersheriff up to \$1000.00 one time during the term of this Agreement for required uniforms.

### **V.D. Mileage Reimbursement**

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

### **V.E. Parking Facilities**

323. Parking fees for represented employees will be set in accordance with Administrative Code Section 4.24 (See Appendix C).

### **V.F. Airport Employee Transit Pilot Program**

324. The San Francisco International Airport will implement a voluntary pilot program to encourage employees to use mass transportation to commute to and from SFIA work locations. Under the Airport Employee Public Transit Pilot Program, the SFIA is authorized to provide incentives consistent with Internal Revenue Code 132(a)(5) for the purpose stated above. This pilot program will be evaluated 12 months after implementation to determine whether it shall be continued. The Association waives all meet-and-confer on this pilot program. This program is not subject to the grievance procedure.

**ARTICLE VI – IMPLEMENTATION AND TERM OF AGREEMENT**

**ARTICLE VI: IMPLEMENTATION AND TERM OF AGREEMENT**

**VI.A. Scope of Agreement**

325. This Agreement sets forth the full and entire understanding of the parties. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

**VI.B. Savings Clause**

326. Should a court or administrative agency declare any provision of this Agreement invalid, inapplicable to any person or circumstance, or otherwise unenforceable, the remaining portion of this Agreement shall remain in full force and effect for the duration of the Agreement.

**VI.C. Omissions and Assumptions**

327. Conditions of employment, bargainable and arbitrable pursuant to Charter Section 8.409-3, in effect on the date of this Agreement, which are set forth in the rules and regulations of the Civil Service Commission and Charter, which are not inconsistent with the terms of this Agreement, shall be maintained in full force and effect during the term hereof except as otherwise specifically provided in this agreement except as mutually agreed.

**VI.D. Duration of Agreement**

328. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.





**Appendix A**

The parties agree that the removal of obsolete job codes from this Appendix A is not intended to impact civil service rights, if any, of former incumbents in such job codes.

**Municipal Executives Association Represented Job Codes**

| <b>Job Code</b> | <b>Title</b>  | <b>Group</b> |
|-----------------|---|--------------|
| 0922            | Manager I   | M            |
| 0923            | Manager II  | M            |
| 0931            | Manager III   | M            |
| 0932            | Manager IV  | M            |
| 0933            | Manager V   | M            |
| 0941            | Manager VI  | M            |
| 0942            | Manager VII   | M            |
| 0943            | Manager VIII  | M            |
| 0951            | Deputy Director I   | EM           |
| 0952            | Deputy Director II  | EM           |
| 0953            | Deputy Director III                                       | EM           |
| 0954            | Deputy Director IV  | EM           |
| 0955            | Deputy Director V   | EM           |
| 0961            | Department Head I   | EM           |
| 0962            | Department Head II  | EM           |
| 0963            | Department Head III                                       | EM           |
| 0964            | Department Head IV  | EM           |
| 0965            | Department Head V   | EM           |
| 0971            | Transitional Department Head                              | EM           |
| 1071            | IS Manager  | M            |
| 1110            | Executive Assistant to Executive Director, Retirement Sys | M            |
| 1114            | Senior Portfolio Manager                                  | M            |
| 1115            | Director  | M            |
| 1116            | Managing Director   | M            |
| 1117            | Deputy Director for Investments, Retirement System        | EM           |
| 1118            | Customer Services Division Manager                        | M            |
| 1119            | Chief Investment Officer                                  | EM           |
| 1160            | Exec. Asst. to Airport Director                           | M            |
| 1161            | Executive Assistant to the Administrator, SFGH            | M            |
| 1163            | Executive Assistant to the Director of Health             | M            |
| 1164            | Administrator, SFGH Medical Center                        | EM           |
| 1165            | Manager, Dept. of Health                                  | EM           |
| 1166            | Administrator, DPH  | EM           |
| 1167            | Physician Administrator, DPH                              | EM           |
| 1372            | Special Assistant XIII                                    | M-SA         |
| 1373            | Special Assistant XIV                                     | M-SA         |
| 1374            | Special Assistant XV                                      | M-SA         |

**APPENDIX A**

| <b>Job Code</b> | <b>Title</b>   | <b>Group</b> |
|-----------------|--|--------------|
| 1375            | Special Assistant XVI  | M-SA         |
| 1376            | Special Assistant XVII   | M-SA         |
| 1377            | Special Assistant XVIII  | M-SA         |
| 1378            | Special Assistant XIX  | M-SA         |
| 1379            | Special Assistant XX   | M-SA         |
| 1380            | Special Assistant XXI  | M-SA         |
| 1381            | Special Assistant XXII   | M-SA         |
| 1839            | Water Conservation Administrator                               | M            |
| 1843            | Executive Director, SE Community Facility Commission           | M            |
| 2143            | Hospital Assistant Administrator                               | M            |
| 2246            | Assistant Director of Clinical Services I                      | M            |
| 2248            | Assistant Director of Clinical Services II                     | M            |
| 2620            | Food Service Manager Administrator                             | M            |
| 2785            | Assistant General Services Manager                             | M            |
| 3233            | Marina Associate Manager                                       | M            |
| 3426            | Forester   | M            |
| 3464            | Area Supervisor, Parks, Squares & Facilities                   | M            |
| 3486            | Watershed Forester   | M            |
| 4310            | Commercial Division Assistant Supervisor                       | M            |
| 8148            | Chief District Attorney Investigator                           | M            |
| 8150            | Principal District Attorney's Investigator, Special Unit       | M-DA         |
| 8220            | Director, Parking Enforcement                                  | M            |
| 8229            | Mgr. Museum Security Services                                  | M            |
| 8263            | Crime Lab Manager  | M            |
| 8315            | Assistant Sheriff  | EM           |
| 8317            | Chief Deputy Sheriff (PERS)                                    | EM           |
| 8326            | Assistant Director, Log Cabin Ranch                            | M            |
| 8330            | Director, Log Cabin Ranch                                      | M            |
| 8340            | Assistant Director, Juvenile Hall                              | M            |
| 8344            | Director, Juvenile Hall  | M            |
| 8348            | Undersheriff   | EM           |
| 8413            | Assistant Chief Probation Officer, Juvenile Probation          | EM           |
| 8415            | Senior Supervising Probation Officer, Juvenile Court           | M            |
| 8416            | Director, Probation Services                                   | M            |
| 8418            | Chief Probation Officer, Juvenile Court                        | EM           |
| 8435            | Division Director, Adult Probation                             | EM           |
| 8436            | Chief Adult Probation Officer                                  | EM           |
| 8438            | Chief Deputy Adult Probation Officer                           | EM           |
| 8516            | Assistant Sheriff (SFERS)                                      | EM           |
| 8517            | Chief Deputy Sheriff (SFERS)                                   | EM           |
| 8518            | Undersheriff (SFERS)   | EM           |
| 8540            | Senior Supervising Probation Officer, Juvenile Court (SFERS)   | M            |
| 8556            | Chief District Attorney Investigator (SFERS)                   | M            |
| 8558            | Principal District Attorney Investigator, Special Unit (SFERS) | M-DA         |
| 8574            | Assistant Director, Log Cabin Ranch (SFERS)                    | M            |
| 8576            | Director, Log Cabin Ranch (SFERS)                              | M            |

**APPENDIX A**

| <b>Job Code</b> | <b>Title</b>  | <b>Group</b> |
|-----------------|---|--------------|
| 8578            | Assistant Director, Juvenile Hall (SFERS)                     | M            |
| 8580            | Director, Juvenile Hall (SFERS)                               | M            |
| 8582            | Assistant Chief Probation Officer, Juvenile Probation (SFERS) | EM           |
| 8584            | Director, Probation Services (SFERS)                          | M            |
| 8586            | Chief Probation Officer, Juvenile Court (SFERS)               | EM           |
| 8588            | Division Director, Adult Probation (SFERS)                    | EM           |
| 8590            | Chief Adult Probation Officer (SFERS)                         | EM           |
| 8592            | Chief Deputy Adult Probation Officer (SFERS)                  | EM           |
| 9247            | Airport Emergency Planning Coordinator                        | M            |
| 9251            | Public Relations Manager                                      | M            |
| 9252            | Communications Specialist                                     | M            |
| 9254            | Assistant to the Director, Public Affairs                     | M            |
| 9258            | Airport Assistant Deputy Director, Business and Finance       | M            |
| 9375            | Assistant Deputy Director, Port                               | M            |
| 9382            | Government and Public Affairs Manager                         | M            |
| 9978            | Technology Expert II  | M            |

**Appendix B**

Norman Brand  
Alexander “Buddy” Cohn  
Matthew Goldberg  
Carol Vendrillo  
Katherine Thomson  
Barbara Kong-Brown  
Martin Gran

\*This list may be amended by mutual agreement. Such agreement must be confirmed in writing.

**Appendix C**

For Reference: Administrative Code SEC. 4.24. PARKING FEE FOR CITY PARKING FACILITIES.

Where the City provides parking to City employees or to City tenants at facilities under the City's management or control, the City may charge the following monthly fee for parking to those employees or tenants:

The price of a Municipal Railway monthly pass plus \$10.00, or the existing amount being charged as of May 31, 2004, whichever is higher.

This section shall not apply to parking facilities under the management or control of the San Francisco Parking Authority, the Airport, or the Port. (Added by Ord. 182-04, File No. 040743, 7/22/2004)

**Appendix D**

Status Grants

Permanent employees will be granted status rights (no examination required) by the Human Resources Director if the top step of their current classification is 7 ½% or less than the top step of the new MCCP class.

The Human Resources Director will request authorization from the Civil Service Commission to grant status rights to permanent employees where the top step of their current classification is more than 7 ½% over the top step of the new MCCP class.

If probation was not completed at the time of the status grant appointment, the probationary period will be adjusted in the new classification to credit the probationary time already served.

Status rights exercised in the new classification in the same department will not require an examination or probationary period.

Requests for status grants must be completed by December 31, 2019. The City will discontinue allowing status grants into MCCP classifications for requests received after December 31, 2019, at which point this appendix shall expire.

**Appendix E**

Charter Section A8.440

Award and Accrual of Vacation

No employee is entitled to a vacation allowance until the employee has completed one year of continuous service.

For purposes of determining the vacation allowance the anniversary date for an employee shall be the first date of employment in the current period of continuous service.

An employee who has completed one year of service shall accrue vacation allowance at the rate of .0385 of an hour for each hour of qualifying service. An employee who has completed five years of continuous service shall accrue thereafter a vacation allowance at a rate of .0577 of an hour for each hour of paid service. An employee who has completed 15 years of continuous service shall accrue a vacation allowance at a rate of .077 of an hour for each hour of paid service.

No employee shall be credited with more than 2080 hours of paid service in any 12 month period for purposes of computing the vacation allowance.

The maximum number of vacation hours which an employee may accrue is as follows:

| Years of Continuous Service  | Maximum Accrual |
|------------------------------|-----------------|
| 1 through 5 years            | 320 hours       |
| more than 5 through 15 years | 360 hours       |
| more than 15 years           | 400 hours       |

**Appendix F**

I. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

II. Notice and Access

- A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

- B. Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.

C. Notice

1. Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.



## APPENDIX F

3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot

## **APPENDIX F**

for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.

1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
  2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
  3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Union orientation arrangements: Department of Emergency Management; Sheriff's Department; and Police Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

- H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

## *APPENDIX F*

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

### IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

**ATTACHMENT A**

|   |                                       |
|---|---------------------------------------|
| Adult Probation                               | Department of Technology              |
| Arts Commission                               | District Attorney's Office            |
| Asian Art Museum                              | Ethics Commission                     |
| Airport Commission                            | Fine Arts Museum                      |
| Board of Appeals                              | Fire Department (Non-Sworn)           |
| Board of Supervisors                          | General Services Agency               |
| Office of Economic & Workforce<br>Development | Health Service System                 |
| California Academy of Sciences                | Human Rights Commission               |
| Child Support Services                        | Juvenile Probation Department         |
| Children, Youth and Their Families            | Library                               |
| City Attorney's Office                        | Mayor's Office                        |
| City Planning Department                      | Office of the Assessor-Recorder       |
| Civil Service Commission                      | Office of the Controller              |
| Commission on the Status of Women             | Office of the Treasurer/Tax Collector |
| Department of Building Inspection             | Port of San Francisco                 |
| Department of Environment                     | Public Defender's Office              |
| Department of Elections                       | Rent Arbitration Board                |
| Department of Homelessness                    | SF Children and Families Commission   |
| Department of Human Resources                 | SF Employees' Retirement System       |
| Department of Police Accountability           | War Memorial & Performing Arts        |

***APPENDIX F***

**ATTACHMENT B**

|                                    |                                 |
|------------------------------------|---------------------------------|
| Airport                            | Municipal Transportation Agency |
| Department of Emergency Management | Public Utilities Commission     |
| Department of Public Health        | Recreation & Parks Department   |
| San Francisco Public Works         | Police Department (Non-Sworn)   |
| Human Services Agency              |                                 |

**Appendix G**

**City and County of San Francisco**

**Edwin M. Lee  
Mayor**



**Department of Human Resources**

**Micki Callahan  
Human Resources Director**

**MEMORANDUM**

**DHR No. 01-2015**

**DATE:** January 20, 2015  
**TO:** Appointing Officers  
 Departmental Personnel Officers  
**FROM:** Micki Callahan, Human Resources Director *Micki Callahan*  
**SUBJECT:** Encouraging Wellness Activities

The City and County of San Francisco launched its Wellness Plan for City employees in the fall of 2014. Wellness is the state of being in good physical and mental health, and the Wellness Plan was sponsored by the Mayor’s Office, the Controller’s Office, the Department of Human Resources (DHR), and the [Health Service System](#).

We chose a workplace wellness program because work time, lunch time, and commute time constitute over 50 percent of an employee’s waking hours on any given workday. Work environments, work culture, and coworkers can influence choices made during the workday, such as what to eat for lunch and what to do on a break. These decisions can have a significant impact on the health of each individual. Developing a culture of wellness will inspire and support healthy choices about exercise, nutrition, preventive care, stress management, and emotional well-being.

To this end, departments are encouraged to allow flexible work schedules where operationally feasible to facilitate the ability of employees to participate in wellness programs in conjunction with the workday. These flexible arrangements could include allowing later or earlier start and end times or longer lunches, with adjustments to start or end times to make up time (with supervisor approval). Floating holidays, vacation, and compensatory time off (CTO) are also available for these purposes.

The appropriate uses of sick leave are detailed in the Civil Service Commission Rules and the City’s [Employee Handbook](#). Sick leave is not generally available for wellness activities unless the activity is delivered or led by a licensed medical professional. Use of sick leave is appropriate when an employee is consulting with a licensed medical provider for such purposes as biometric screenings, flu shots, classes led by nurses or physical therapists, and other preventive care provided by a licensed medical professional.

The following chart provides guidance and examples of when paid leave or flex time may be appropriate:

| <b>Activity</b>     | <b>Approximate Length of Time</b>   | <b>Type of Time</b>  |
|---------------------|-------------------------------------|--|
| Biometric Screening | 30 minutes (15 minute appointments) | Lunch time, flexible scheduling, sick leave, vacation, floating holiday, CTO |
| Flu Shots           | 20 minutes (10 minute appointments) | Lunch time, flexible scheduling, sick leave, vacation, floating holiday, CTO |
| Wellness Coaching   | 30 minutes (20 minute appointments) | Lunch time, flexible scheduling, vacation, floating holiday, CTO             |

## APPENDIX G

Wellness activities

Page 2 of 2

|   |                                      |  |
|---|--------------------------------------|--|
| Interactive Seminars<br>(aka Lunch and Learns)              | 60 minutes (45 minute presentations) | Lunch time, flexible scheduling,<br>vacation, floating holiday, CTO  |
| Tobacco Cessation Classes<br>/ Weight Management<br>Classes | 2-3 hours – 7-10 days                | Flexible scheduling, vacation,<br>floating holiday, CTO  |
| Classes Offered by Medical<br>Provider or Health Plan       | 2 hours                              | Sick leave, vacation, floating holiday,<br>CTO   |
| Employee Assistance<br>Program (EAP) Counseling             | 60 minutes                           | Sick leave, vacation, floating holiday,<br>CTO   |
| EAP Work-Related<br>Training Programs                       | 1-8 hours depending on the training  | Work time if assigned by a supervisor<br>to attend for work-related purposes,<br>vacation, floating holiday, CTO |

Please visit [www.myhss.org/well-being](http://www.myhss.org/well-being) for more information about the City's Wellness Plan.

Should you have any questions about this policy, please contact DHR Chief of Policy Susan Gard at [susan.gard@sfgov.org](mailto:susan.gard@sfgov.org).

**Appendix H**

Upon request of the Association, the City agrees to meet with the Association regarding an onboarding checklist of documents for departments to provide to new hires, transfers, and promoted employees represented by the Association at the time of appointment. The parties will attempt to agree on the checklist no later than January 31, 2020, with an implementation date no later than March 1, 2020.



**Appendix I**

**SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO  
AND THE MUNICIPAL EXECUTIVES' ASSOCIATION**

Section III.Z. Retirement of the Agreement between the City and the Association provides that in addition to paying any required employee retirement contribution, represented employees in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The City has notified the Association and employees represented by the Association that from July 1, 2017 to April 19, 2019, the City under-deducted employees' Prop. C Contributions by 1.0%. The City has calculated that employees represented by the Association owe a total of Thirty-One Thousand, Four Hundred and Twenty-Nine Dollars, and Fifty-Seven Cents (\$31,429.57) (the "Unpaid Prop. C Contributions"). As part of the economic terms reached by the parties in negotiating the successor Agreement to be effective July 1, 2019, the City has agreed to waive collection of the Unpaid Prop. C Contributions. This Unpaid Prop. C Contribution is recognized as a cost to the City in the successor Agreement.

City and County of San Francisco  
Micki Callahan  
Human Resources Director



Department of Human Resources  
*Connecting People with Purpose*  
www.sfdhr.org

September 15, 2020

TO: Angela Calvillo, Clerk of the Board  
Board of Supervisors

FROM: Carol Isen, Employee Relations Director  
Department of Human Resources

RE: **MOU Amendments and Unrepresented Employees Ordinance**

### **Background**

Due to the unexpected deterioration of the City's financial condition resulting from the COVID-19 pandemic, the Mayor asked all labor organizations representing City employees to consider deferring negotiated wage increases due in FY 2020-21 and FY 2021-22. Labor organizations representing sworn members of the Fire and Police departments agreed to engage in discussions with the Mayor's office, resulting in tentative agreements as described in this transmittal memo. The total savings to the General Fund for FY 2020-21 is \$12 million, FY 2021-22 is \$29 million and FY 2022-23 is \$11 million. The remainder of the City's labor organizations declined to engage in discussions. Other MOU amendments, unrelated to wage deferrals, are also included in the transmittal memo.

### **Enclosed are eight (8) MOU Amendments and one (1) Unrepresented Employees Ordinance Amendment**

1. Second Amendment to the Fire Fighters' Local 798, Unit 1, MOU (July 1, 2018 through June 30, 2021)
2. Third Amendment to the Fire Fighters' Local 798, Unit 2, MOU (July 1, 2018 through June 30, 2021)
3. First Amendment to the Municipal Executives' Association - Fire, MOU (July 1, 2018 through June 30, 2021)
4. First Amendment to the San Francisco Police Officers' Association MOU (July 1, 2018 through June 30, 2021), part of a Tentative Agreement with the SFPOA that also includes settlement of two pending grievances
5. First Amendment to the Municipal Executives' Association - Police, MOU (July 1, 2018 through June 30, 2021)
6. Amendment to the Unrepresented Employees Ordinance
7. First Amendment to the Municipal Executives' Association, Misc., MOU (July 1, 2019 through June 30, 2022)
8. First Amendment to the Service Employees International Union, Local 1021, Staff and Per Diem Nurses, MOU (July 1, 2019 through June 30, 2022)
9. Second Amendment to the Service Employees International Union, Local 1021, Misc., MOU (July 1, 2019 through June 30, 2022)

Please find enclosed for each MOU Amendment:

- 1 signed MOU Amendment
- 1 signed TENTATIVE AGREEMENT (SFPOA only)
- 1 signed ORDINANCE on redline paper
- 1 redline MOU
- 1 clean MOU

Please find enclosed for the Unrepresented Employees Ordinance Amendment:

- 1 Signed ORDINANCE on redline paper
- 1 Legislative Digest

## Summary of Changes

### 1. Fire Fighters' Local 798, Unit 1, MOU Amendment No. 2

- **Wages**
  - 3.00% General Wage increase due on December 26, 2020, split and deferred as follows:
    - 1.00% deferred until COB June 30, 2022.
    - 2.00% deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retirement Restoration** – Retiring employees will be eligible for up to 12 months of restoration back pay for the 1.00% general wage increase deferred from December 26, 2020 through COB June 30, 2022 and the 2% general wage increase deferred from December 26, 2020 through COB June 30, 2023. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to now expire on June 30, 2023.

### 2. Fire Fighters' Local 798, Unit 2, MOU Amendment No. 3

- **Wages**
  - 3.00% General Wage increase due on December 26, 2020, split and deferred as follows:
    - 1.00% deferred until COB June 30, 2022.
    - 2.00% deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retirement Restoration** – Retiring employees will be eligible for up to 12 months of restoration back pay for the 1.00% general wage increase deferred from December 26, 2020 through COB June 30, 2022 and the 2% general wage increase deferred from December 26, 2020 through COB June 30, 2023. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to now expire on June 30, 2023.

### 3. Municipal Executives' Association, Fire, MOU Amendment No. 1

- **Wages**
  - 3.00% General Wage increase due on December 26, 2020, split and deferred as follows:
    - 1.00% deferred until COB June 30, 2022.
    - 2.00% deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retirement Restoration** – Retiring employees will be eligible for up to 12 months of restoration back pay for the 1.00% general wage increase deferred from December 26, 2020 through COB June 30, 2022 and the 2.00% general wage increase deferred from December 26, 2020 through COB June 30, 2023. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to now expire on June 30, 2023.

### 4. San Francisco Police Officers' Association Tentative Agreement

#### A. MOU, Amendment No. 1

- **Wages**
  - 2.00% General Wage Increase due on December 26, 2020 deferred until COB June 30, 2022.
  - 1.00% General Wage Increase due on COB June 30, 2021 deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retention Pay**
  - Retention pay restructuring and increases due on December 26, 2020 deferred until COB June 30, 2022.
  - Eliminate 1,700 hours worked (WKP) eligibility requirement for retention pay.
- **Retirement Restoration** – Employees retiring between December 26, 2020 and June 30, 2024 will be eligible for up to 12 months of restoration back pay for the 2.00% general wage increase due on December 26, 2020, the 1.00% general wage increase due on COB June 30, 2020, and the retention pay increases due on December 26, 2020. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to expire on June 30, 2023.

- **10B Overtime** – Employees are ineligible to work 10B overtime assignments:
  - During hours in which an employee is regularly scheduled to work; or
  - If the employee took more than twenty hours of paid sick leave in last three months as reviewed on a quarterly basis (excluding sick leave for birth/adoption of a child or death of a close family member).

## **B. Grievances Settlement**

The City and SFPOA agreed, as part of the overall tentative agreement, to enter a settlement agreement to resolve two grievances related to the retention premium pay benefit under the MOU. Under the agreement, the City will provide back pay to Police Officers who claimed they were wrongfully denied retention pay premiums in an amount not to exceed \$359,613.87. This amount is based on known back pay for the period July 1, 2018 through June 30, 2020 in the amount of \$134,613.87, and estimated back pay through implementation of the amended MOU retention pay provision (estimated at October 30, 2020) not to exceed \$225,000. The City will also waive its claims for overpayment of retention pay benefits.

## **5. Municipal Executives' Association, Police, MOU Amendment No. 1**

- **Wages**
  - 2.00% General Wage Increase due on December 26, 2020 deferred until COB June 30, 2022.
  - 1.00% General Wage Increase due on January 1, 2021 deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retention Pay**
  - Retention pay restructuring and increases due on December 26, 2020 deferred until COB June 30, 2022.
  - Eliminate 1,700 hours worked (WKP) eligibility requirement for retention pay.
- **Retirement Restoration** – Employees retiring between December 26, 2020 and June 30, 2024 will be eligible for up to 12 months of restoration back pay for the 2.00% general wage increase due on December 26, 2020, the 1.00% general wage increase due on COB June 30, 2021, and the retention pay increases due on December 26, 2020. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to expire on June 30, 2023.

## **6. Amendment to the Unrepresented Employees Ordinance**

- **Wages** – Mayoral Classifications 0885 – 0905 shall not receive general wage increases in FY20-21

**7. Municipal Executives' Association, Misc. MOU Amendment No. 1**

- **Grievance Procedures** – The Association will be able to grieve discipline for permanent civil service employees who have passed probation. Currently, the Association may only appeal discipline through a hearing process set out in San Francisco Charter Sections A8.341 and A8.342.
- **Expedited Arbitration** – Expedited arbitration will be required for suspensions of 10 days or less. Each expedited arbitration hearing for five days suspension or less will last a maximum of two hours. Each expedited arbitration hearing for six through ten days suspension will last a maximum of four hours.
- **Arbitrators** – Amends list of arbitrators in Appendix B.

**8. Service Employees International Union, Local 1021, Staff and Per Diem Nurses, Amendment No. 1**

- **Overtime** - For employees working any other work schedules (e.g., part-time, 12 hour shifts), any time worked under proper authorization of the appointing officer by a nurse in excess of twelve (12) hours in a day or eighty (80) hours per payroll period shall be compensated at one-and-one-half (1-1/2) the base hourly rate which shall include shift differential if applicable.
- For informational purposes only, effective July 1, 2020, the Department of Human Resources administratively changed the status of classification 2830 Public Health Nurse from “Z” to “N.”

**9. Service Employees International Union, Local 1021, Misc., Amendment No. 2**

- **Work Training Program** – Employees in permanent civil service appointment may be approved with pay to attend accredited educational institutions for up to eight (8) hours in any one (1) week, to attend classes during regular working hours. Participants in the Work Training Program must attend an accredited educational institution approved by the Human Resources Director. Employees approved to participate may enroll in classes through the program for up to two (2) years. Effective July 1, 2021, the City shall transfer \$258,143 to the Union’s Work Training Program fund; this amount represents the balance remaining on June 30, 2019. Thereafter, the cost to the City of the Work Training Program shall not exceed \$200,000 per fiscal year. With the exception of the one-time balance transfer of unused Work Training Program funds on July 1, 2021, unused funds shall not be carried forward from fiscal year to fiscal year.

Thank you.

Enclosures

Angela Calvillo  
September 15, 2020  
Page 6 of 6

cc: Ben Rosenfield, Controller  
Micki Callahan, Human Resources Director  
Kelly Kirkpatrick, Mayor's Budget Director  
Sophia Kittler, Mayor's Liaison to the Board of Supervisors  
Members, Government, Audit and Oversight Committee  
John Carroll, Assistant Clerk, Board of Supervisors  
Brent Jalipa, Legislative Clerk, Board of Supervisors  
Katharine Hobin Porter, Chief Labor Attorney, City Attorney's Office  
File