

File No. 180511

Committee Item No. 17

Board Item No. 16

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 11, 2018

Board of Supervisors Meeting:

Date: June 19, 2018

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Resolution                                   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER

- |                                     |                                     |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DHR Memo - May 11, 2018</u>                    |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Controller's Costing Letter - June 7, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral FYI - May 21, 2018</u>                |

Prepared by: John Carroll

Date: June 7, 2018

Prepared by: John Carroll

Date: June 11, 2018

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

3 **Ordinance adopting and implementing Amendment No. 1 to the 2014-2019**

4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to implement a "Union**  
6 **Access to New Employees" program.**

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

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

15 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1  
16 to the 2014-2019 Memorandum of Understanding ("MOU") between the City and County of  
17 San Francisco and the Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to  
18 implement a "Union Access to New Employees" program.

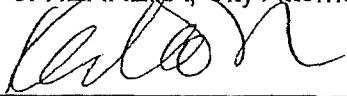
19 Amendment No. 1 to the MOU so implemented is on file with the Clerk of the Board of  
20 Supervisors in Board File No. 180511.

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

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 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of

1 Supervisors overrides the Mayor's veto of the ordinance.

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

4 By:   
5 KATHARINE HOBIN PORTER  
6 Chief Labor Attorney

7 n:\labor\as2017\1800050\01238907.docx

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**AMENDMENT No. 1  
TO THE 2014-2019 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
THE TRANSPORT WORKERS' UNION  
LOCAL 250-A, MULTI-UNIT  
(UNIT 28)**

The parties hereby agree to amend the Memorandum of Understanding to add Appendix B, Union Access to New Employees Program, as a new Appendix, subject to approval by the San Francisco Board of Supervisors. Appendix B is attached to this Amendment and incorporated by reference.

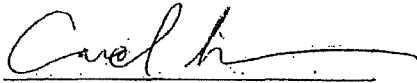
FOR THE CITY

Date: 5/2/18



Micki Callahan  
Human Resources Director

Date: 5/2/18



Carol Isen  
Employee Relations Director

APPROVED AS TO FORM:

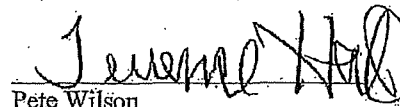
Date: 5/2/18



Katharine Hobin Porter  
Chief Labor Attorney

FOR THE UNION

Date: 4-30-18



Pete Wilson  
TWU, Local 250-A (Multi Unit)

Signed for Pete Wilson  
4/30/18

Secretary  
Treasurer

## APPENDIX B

### UNION ACCESS TO NEW EMPLOYEES PROGRAM

#### 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 E., 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.

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 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 E., 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.

### 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  
Arts Commission  
Asian Art Museum  
Airport Commission  
Board of Appeals  
Board of Supervisors  
Office of Economic & Workforce  
Development  
California Academy of Sciences  
Child Support Services  
Children, Youth and Their Families  
City Attorney's Office  
City Planning Department  
Civil Service Commission  
Commission on the Status of Women  
Department of Building Inspection  
Department of Environment  
Department of Elections  
Department of Homelessness  
Department of Human Resources  
Department of Police Accountability

Department of Technology  
District Attorney's Office  
Ethics Commission  
Fine Arts Museum  
Fire Department (Non-Sworn)  
General Services Agency  
Health Service System  
Human Rights Commission  
Juvenile Probation Department  
Library  
Mayor's Office  
Office of the Assessor-Recorder  
Office of the Controller  
Office of the Treasurer/Tax Collector  
Port of San Francisco  
Public Defender's Office  
Rent Arbitration Board  
SF Children and Families Commission  
SF Employees' Retirement System  
War Memorial & Performing Arts

ATTACHMENT B

Airport  
Department of Emergency Management  
Department of Public Health  
San Francisco Public Works  
Human Services Agency

Municipal Transportation Agency  
Public Utilities Commission  
Recreation & Parks Department  
Police Department (Non-Sworn)

City and County of San Francisco  
Micki Callahan  
Human Resources Director



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

**MEMORANDUM**

**DATE:** May 11, 2018

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

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

**RE:** Memoranda of Understanding

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Please find the following Successor MOUs:

1. San Francisco Fire Fighters, Local 798 Unit 1 Successor MOU
2. San Francisco Fire Fighters, Local 798 Unit 2 Successor MOU
3. San Francisco Police Officers' Association Successor MOU
4. Municipal Executives' Association, Fire Successor MOU
5. Municipal Executives' Association, Police Successor MOU
6. Unrepresented Employees Ordinance

Please find the following MOU Amendments:

1. Union of American Physicians and Dentists, Unit 17 – MOU Amendment #2
2. Union of American Physicians and Dentists, Unit 18 – MOU Amendment #2
3. SEIU, Local 1021, H-1 Fire Rescue Paramedics – MOU Amendment #6
4. Transport Workers Union Local 250-A, Multi-Unit – MOU Amendment #1
5. Transport Workers Union Local 250-A, 7410 – MOU Amendment #1
6. Crafts Coalition – MOU Amendment #1
7. International Federation of Professional and Technical Engineers, Local 21 – MOU Amendment #3

The following documents are enclosed:

Successor Agreements established by award of Arbitration Panel (Local 798, POA)

- Arbitration Award
- Original Ordinance + 2 Copies
- Copy Redline MOU
- Copy Final MOU

One South Van Ness Avenue, 4<sup>th</sup> Floor • San Francisco, CA 94103-5413 • (415) 557-4800

Successor Agreements established by agreement of the parties (MEA Fire, MEA Police)

- Original Ordinance + 2 Copies
- Copy of Redline MOU
- Copy of Final MOU

MOU Amendments (UAPD, SEIU 1021 – H-1, Local 21, TWU-250A (Multi), TWU 250-A (7410), Crafts Coalition)

- Original Ordinance + 2 Copies
- Copy of MOU Amendment

Unrepresented Employees Ordinance

- Original Ordinance + 2 Copies
- Unrepresented Digest + 2 Copies
- List of Classifications

Additional Documentation:

- Summary of changes for each MOU (Highlights)

Electronic copies have been sent via e-mail today. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO – June 6, 2018  
1<sup>st</sup> Hearing – June 19, 2018  
2<sup>nd</sup> Hearing – June 26, 2018

Copies of the MOUs and Amendments have been sent to the Controller, and by copy hereof, I request that costing information be submitted directly to the Board with copies to the Employee Relations Division.

Thank you.

Cc: Micki Callahan, Human Resources Director  
Ben Rosenfield, Controller  
Kelly Kirkpatrick, Mayor's Budget Director  
Jason Elliott, Mayor's Chief of Staff  
Andres Power, Mayor's Liaison to the Board of Supervisors  
Members, Government, Audit and Oversight Committee



**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield  
Controller  
Todd Rydstrom  
Deputy Controller

## MEMORANDUM

**TO:** Ms. Angela Calvillo  
Clerk of the Board of Supervisors

**FROM:** Ben Rosenfield

**DATE:** June 7, 2018

**SUBJECT:** File Numbers 180502 through 180514: Memoranda of Understanding (MOU) between the City and County of San Francisco and various collective bargaining units.

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Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 13 MOUs between the City and County of San Francisco and various employee collective bargaining units. The MOUs for the Firefighters Union, Police Officers' Association, Municipal Executives' Association – Fire, and Municipal Executives' Association – Police cover the period July 1, 2018 through June 30, 2021. The MOU for the Service Employees International Union, Local 1021, H-1 Fire Rescue Paramedics covers the period July 1, 2018 through June 30, 2020. All other MOU amendments cover one year, from July 1, 2018 to June 30, 2019.

Three of the MOU amendments (File Numbers 180511 through 180513) implement a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. These amendments reorganize the employee orientation process, but do not change the compensation of any employee or require additional staff. There is no clear cost increase or decrease directly attributable to these amendments.

In FY 2018-19, the MOUs and amendments affect 4,763 authorized positions with a salary base of approximately \$560 million and overall salary and benefits base of approximately \$780 million. Our analysis finds that in FY 2018-19, the MOUs will result in increased costs to the City of \$31 million, or 4.0%, of FY 2018-19 base wage and benefit cost. For safety MOUs that continue through FY 2020-21, the estimated increased costs are \$55 million in FY 2019-20 and \$84 million in FY 2020-21, or 7.7% and 11.7%, respectively, of safety only base wage and benefit costs in FY 2018-19 (\$715 million). About 90% of the increased cost is supported by the general fund.

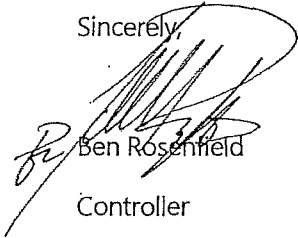
Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 could be delayed if the Joint Report projects a budget deficit of greater than \$200 million. These cost estimates assume that those increases will take

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place as scheduled. If the increases were delayed, the estimated cost in FY 2020-21 would be reduced to approximately \$78 million.

If you have additional questions or concerns, please contact me at 554-7500 or Carol Lu of my staff at 554-7647.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Rosenfield', is written over the typed name. The signature is stylized with several loops and a long horizontal stroke at the end.

Ben Rosenfield

Controller

cc: Carol Isen, ERD  
Harvey Rose, Budget Analyst

## Attachment A

| Combined Costs for All MOUs and Amendments |           | FY 2018-19    | FY 2019-20    | FY 2020-21    |
|--|-----------|---------------|---------------|---------------|
| Wages                                      |           | \$ 19,834,000 | \$ 36,794,000 | \$ 54,180,000 |
| Wage-Related Fringe Benefits               |           | 3,801,000     | 6,891,000     | 10,130,000    |
| Premiums                                   |           | 6,180,000     | 10,520,000    | 18,380,000    |
| Other Benefits                             |           | 1,145,000     | 1,055,000     | 1,055,000     |
|  | MOU Total | \$ 30,960,000 | \$ 55,260,000 | \$ 83,745,000 |

### Union Detail

File  
Number

Union

| File Number       | Union   | FY 2018-19    | FY 2019-20    | FY 2020-21    |
|-------------------|---|---------------|---------------|---------------|
| 180502/<br>180503 | San Francisco Fire Fighters Union, Local 798, Units 1 and 2 |               |               |               |
|                   | Wages   | \$ 7,650,000  | \$ 15,530,000 | \$ 23,650,000 |
|                   | Wage-Related Fringe Benefits                                | 1,380,000     | 2,800,000     | 4,260,000     |
|                   | Training and Education                                      | 1,080,000     | 3,350,000     | 5,180,000     |
|                   | Separation Wellness   | 180,000       | 90,000        | 0             |
|                   | Holiday Pay   | (390,000)     | (390,000)     | (390,000)     |
|                   | Surf Premium  | 470,000       | 480,000       | 500,000       |
|                   | Union President Release Time                                | 120,000       | 120,000       | 120,000       |
|                   | Employee Assistance Program                                 | 150,000       | 150,000       | 150,000       |
|                   | Tuition Reimbursement                                       | 10,000        | 10,000        | 10,000        |
|                   | Union Total   | \$ 10,650,000 | \$ 22,140,000 | \$ 33,480,000 |
| 180504            | San Francisco Police Officers' Association                  |               |               |               |
|                   | Wages   | \$ 10,270,000 | \$ 20,840,000 | \$ 29,910,000 |
|                   | Wage-Related Fringe Benefits                                | 1,970,000     | 4,010,000     | 5,750,000     |
|                   | Peace Officers Standards Trainings (POST) Rank Premium      | 3,290,000     | 6,580,000     | 6,580,000     |
|                   | Separation Wellness   | 1,010,000     | 0             | 0             |
|                   | Longevity (Retention) Premium                               | 0             | 0             | 5,920,000     |
|                   | Uniform Allowance   | 710,000       | 710,000       | 710,000       |
|                   | Bilingual Premium   | 280,000       | 280,000       | 280,000       |
|                   | Emergency Childcare   | 50,000        | 50,000        | 50,000        |
|                   | Union Total   | \$ 17,580,000 | \$ 32,470,000 | \$ 49,200,000 |
| 180505            | Municipal Executives' Association - Fire                    |               |               |               |
|                   | Wages   | \$ 70,000     | \$ 140,000    | \$ 210,000    |
|                   | Wage-Related Fringe Benefits                                | 10,000        | 20,000        | 40,000        |
|                   | Training and Education                                      | 10,000        | 40,000        | 60,000        |
|                   | Separation Wellness   | 0             | 0             | 0             |
|                   | Holiday Pay   | 0             | 0             | 0             |
|                   | Tuition Reimbursement                                       | 10,000        | 10,000        | 10,000        |
|                   | Union Total   | \$ 100,000    | \$ 210,000    | \$ 320,000    |

|                   |  |                     |                          |                           |
|-------------------|--|---------------------|--------------------------|---------------------------|
| 180506            | <b>Municipal Executives' Association - Police</b>                                | FY 2018-19          | FY 2019-20               | FY 2020-21                |
|                   | Wages  | \$ 140,000          | \$ 280,000               | \$ 410,000                |
|                   | Wage-Related Fringe Benefits   | 30,000              | 60,000                   | 80,000                    |
|                   | Peace Officers Standards Trainings (POST) Rank Premium                           | 40,000              | 80,000                   | 90,000                    |
|                   | Separation Wellness  | 0                   | 0                        | 0                         |
|                   | Longevity (Retention) Premium  | 0                   | 0                        | 150,000                   |
|                   | Uniform Allowance  | 5,000               | 5,000                    | 5,000                     |
|                   | Training   | 210,000             | 10,000                   | 10,000                    |
|                   | <b>Union Total</b>   | <b>\$ 425,000</b>   | <b>\$ 435,000</b>        | <b>\$ 745,000</b>         |
| 180508/<br>180509 | <b>Union of American Physicians and Dentists, Unit 17 and Unit 18</b>            | FY 2018-19          |                          |                           |
|                   | Wages  | \$ 1,400,000        | MOU Covers One Year Only |                           |
|                   | Wage-Related Fringe Benefits   | 330,000             |                          |                           |
|                   | Life Insurance   | 10,000              |                          |                           |
|                   | Employee Development   | 80,000              |                          |                           |
|                   | <b>Union Total</b>   | <b>\$ 1,820,000</b> |                          |                           |
| 180510            | <b>SEIU Local 1021 H1 Fire Rescue Paramedics</b>                                 | FY 2018-19          | FY 2019-20               | FY 2020-21                |
|                   | Wages  | \$ 4,000            | \$ 4,000                 | MOU Covers Two Years Only |
|                   | Wage-Related Fringe Benefits   | 1,000               | 1,000                    |                           |
|                   | <b>Union Total</b>   | <b>\$ 5,000</b>     | <b>\$ 5,000</b>          |                           |
| 180511            | <b>Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)</b>               |                     |                          |                           |
|                   | Revised employee orientation process   |                     | No Cost                  |                           |
| 180512            | <b>Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)</b> |                     |                          |                           |
|                   | Revised employee orientation process   |                     | No Cost                  |                           |
| 180513            | <b>Crafts Coalition</b>  |                     |                          |                           |
|                   | Revised employee orientation process   |                     | No Cost                  |                           |
| 180514            | <b>International Fed. of Prof. and Technical Engineers, Local 21</b>             | FY 2018-19          |                          |                           |
|                   | Wages  | \$ 80,000           | MOU Covers One Year Only |                           |
|                   | Wage-Related Fringe Benefits   | 20,000              |                          |                           |
|                   | <b>Union Total</b>   | <b>\$ 100,000</b>   |                          |                           |
| 180507            | <b>Compensation for Unrepresented Employees</b>                                  | FY 2018-19          |                          |                           |
|                   | Wages  | \$ 220,000          | MOU Covers One Year Only |                           |
|                   | Wage-Related Fringe Benefits   | 60,000              |                          |                           |
|                   | <b>Union Total</b>   | <b>\$ 280,000</b>   |                          |                           |



## Attachment B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 11 MOUs and MOU amendments between the City and County of San Francisco and various employee unions. The attached analysis reviews the MOUs and MOU amendments listed below:

- 180502/3 – San Francisco Fire Fighters Union, Local 798, Unit 1 and Unit 2
- 180504 – San Francisco Police Officers' Association
- 180505 – Municipal Executives' Association – Fire
- 180506 – Municipal Executives' Association – Police
- 180508/9 – Union of American Physicians and Dentists, Unit 17 and Unit 18
- 180510 – Service Employees International Union Local 1021 H1 Fire Rescue
- 180511 – Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)
- 180512 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)
- 180513 – Crafts Coalition
- 180514 – International Federation of Professional Technical Engineers, Local 21
- 180507 – Compensation for Unrepresented Employees

In FY 2018-19, the MOUs and MOU amendments affect 4,763 authorized positions with a salary base of approximately \$560 million and an overall salary and benefits base of approximately \$780 million. Our analysis finds that in FY 2018-19, the MOUs will result in increased costs to the City of \$31 million, or 4.0%, of FY 2018-19 base wage and benefit cost. For safety MOUs that continue through FY 2020-21, the estimated increased costs are \$55 million in FY 2019-20 and \$84 million in FY 2020-21, or 7.7% and 11.7%, respectively, of safety only base wage and benefit costs in FY 2018-19 (\$715 million).

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Certain wage and premium increases scheduled for FY 2020-21—including the wage increases for the safety unions, POST premium for the Police unions, and the training and education premium for the fire fighters unions—could be delayed by six months if the Joint Report projects a budget deficit of more than \$200 million. Our cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost in FY 2020-21 would be reduced to approximately \$78 million.

File Numbers 180502 and 180503 – San Francisco Fire Fighters Union, Local 798, Unit 1 and Unit 2

The MOU for the Fire Fighters Union, Local 798, affects 1,886 authorized positions with a base salary in FY 2018-19 of \$195 million and an overall pay and benefits base of approximately \$300 million. We

project the MOU will increase costs to the City by \$11 million in FY 2018-19, \$22 million in FY 2019-20, and \$33 million in FY 2020-21.

More than 80% of the total cost increase is attributable to the 3% wage increases in each year of the agreement. Increased premiums for surf duty and training and education account for about 15% of the cost increase.

File Number 180504 – San Francisco Police Officers’ Association

The MOU for the San Francisco Police Officers’ Association (POA) affects 2,584 authorized positions with a base salary in FY 2018-19 of \$305 million and an overall pay and benefits base of approximately \$410 million. We project the MOU will increase costs to the City by \$18 million in FY 2018-19, \$32 million in FY 2019-20, and \$49 million in FY 2020-21.

More than 70% of the total cost increase is attributable to the 3% wage increases in each year of the agreement (with the increase in the third year split between a 2% raise on July 1 and 1% on December 26). Increases to the Peace Officers Standards Training (POST) Rank Premium in FY 2018-19 and FY 2019-20 and the longevity premium in FY 2020-21 account for most of the remaining cost increase.

File Number 180505 – Municipal Executives’ Association – Fire

The MOU for the Municipal Executives’ Association (MEA) – Fire affects nine authorized positions with a base salary in FY 2018-19 of \$1.7 million and an overall pay and benefits base of approximately \$2.7 million. We project the MOU will increase costs to the City by \$100,000 in FY 2018-19, \$210,000 in FY 2019-20, and \$320,000 in FY 2020-21.

About 75% of the total cost increase is attributable to the 3% wage increases in each year of the agreement. Increases in the training and education premium of up to 3% by the third year of the agreement account for most of the remaining increase in cost to the City.

File Number 180506 – Municipal Executives Association – Police

The MOU for the Municipal Executives’ Association – Police affects 22 authorized positions with a base salary in FY 2018-19 of \$4.1 million and an overall pay and benefits base of approximately \$5.5 million. We project the MOU will increase costs to the City by \$425,000 in FY 2018-19, \$435,000 in FY 2019-20, and \$745,000 in FY 2019-20. The MOU also transferred certain command staff from the POA to MEA. Our projected costs include commanders as part of MEA, but we did not project the cost of transferring these positions from POA to MEA.

About 60% of the total cost increase is attributable to the 3% wage increases in each year of the agreement (with the increase in the third year split between a 2% raise on July 1 and 1% on December 26). The remaining cost increase is split between increases to Peace Officers Standards Training (POST) Rank Premium in FY 2018-19 and FY 2019-20, the longevity premium in FY 2020-21, and a lump-sum for training of \$200,000 in FY 2018-19.

File Numbers 180508 and 180509 – Union of American Physicians and Dentists, Unit 17 and Unit 18

The MOU for the Union of American Physicians and Dentists affects 204 authorized positions with a base salary in FY 2018-19 of \$45 million and an overall pay and benefits base of approximately \$58 million. We project the MOU, which only covers FY 2018-19, will increase costs to the City by \$1.8 million.

About 95% of the total cost increase is due to the 3% wage increase on July 1, 2018, with additional amounts for life insurance and employee development.

File Number 180510 – Service Employees International Union Local 1021 H1 Fire Rescue

The MOU for SEIU – H1 Fire Rescue affects three authorized positions with a base salary in FY 2018-19 of \$150,000 and an overall pay and benefits base of about \$180,000. We project the MOU will increase costs to the City by \$5,000 in FY 2018-19 and \$5,000 in FY 2019-20. The cost increase is entirely due to 3% wage increases in each year of the agreement.

File Number 180511 – Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180512 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180513 – Crafts Coalition

This amendment implements a “Union Access to New Employees” program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180514 – International Federation of Professional Technical Engineers, Local 21

This amendment gives a one-time, 6.4% wage increase to Public Safety Communications Coordinators (8240), affecting seven authorized positions with a base salary in FY 2018-19 of \$1.0 million and an overall pay and benefits base of \$1.4 million. The increase is projected to cost \$100,000.

File Number 180507 – Compensation for Unrepresented Employees

There are 90 authorized unrepresented employee positions with a base salary in FY 2018-19 of \$7.3 million and an overall pay and benefits base of \$9.3 million. A pay increase of 3% for FY 2018-19 is projected to cost the city \$280,000.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

## MEMORANDUM

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

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 21, 2018

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis Memoranda of  
Understanding - May 2018

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Farrell on May 15, 2018:

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. 180502 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 1]**

Ordinance adopting and implementing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 1, to be effective July 1, 2018, through June 30, 2021.

**File No. 180503 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 2]**

Ordinance adopting and implementing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to be effective July 1, 2018, through June 30, 2021.

BOARD of SUPERVISORS



City Hall  
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San Francisco 94102-4689  
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Fax No. 554-5163  
TDD/TTY No. 554-5227

**File No. 180504 [Memorandum of Understanding - San Francisco Police Officers' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers' Association, to be effective July 1, 2018, through June 30, 2021.

**File No. 180505 [Memorandum of Understanding - Municipal Executives' Association - Fire]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association - Fire, to be effective July 1, 2018, through June 30, 2021.

**File No. 180506 [Memorandum of Understanding - Municipal Executives' Association - Police]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association - Police, to be effective July 1, 2018, through June 30, 2021.

**File No. 180508 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 17)]**

Ordinance adopting and implementing Amendment No. 2 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17) to update certain terms and conditions of employment and extend the term of the Memorandum of Understanding through June 30, 2019.

BOARD of SUPERVISORS



City Hall  
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San Francisco 94102-4689  
Tel. No. 554-5184  
Fax No. 554-5163  
TDD/TTY No. 554-5227

**File No. 180509 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 18)]**

Ordinance adopting and implementing Amendment No. 2 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 18) to update certain terms and conditions of employment and extend the term of the Memorandum of Understanding through June 30, 2019.

**File No. 180510 [Memorandum of Understanding - Service Employees International Union, Local 1021 - H-1 Fire Rescue Paramedics]**

Ordinance adopting and implementing Amendment No. 6 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021 for H-1 Fire Rescue Paramedics by updating language and extending the term of the Memorandum of Understanding through June 30, 2020.

**File No. 180511 [Memorandum of Understanding - Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)]**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to implement a "Union Access to New Employees" program.

**File No. 180512 [Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)]**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to implement a "Union Access to New Employees" program.

**File No. 180513 [Memorandum of Understanding - Crafts Coalition]**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of the Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridges, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to implement a "Union Access to New Employees" program.

**File No. 180514 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]**

Ordinance adopting and implementing Amendment No. 3 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, by adding: a one-time base wage increase of 6.40% to Classification 8240 Public Safety Communications Coordinators, effective July 1, 2018; and \$150,000 in training funds for FY2018-2019 only, for total training funds for that year of \$900,000.

**File No. 180507 [Compensation for Unrepresented Employees]**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2018.

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



## **Carroll, John (BOS)**

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**From:** Carroll, John (BOS)  
**Sent:** Monday, May 21, 2018 5:10 PM  
**To:** Rosenfield, Ben (CON)  
**Cc:** Rydstrom, Todd (CON); Allersma, Michelle (CON); Lu, Carol (CON); Isen, Carol (HRD); Duong, Noelle (BOS)  
**Subject:** REFERRAL MOU - Board File Nos. 180502-180514 - Memorandum of Understanding - Various Bargaining Units Within the City and County  
**Categories:** 180502, 180503, 180504, 180505, 180506, 180507, 180508, 180509, 180511, 180513, 180512, 180514, 180510

Greetings:

On May 15, 2018, Mayor Farrell introduced 13 MOU amendment ordinances. The ordinances are assigned to the Government Audit and Oversight Committee and are pending committee action.

I am forwarding these introductions to you for cost analysis. Once your review of the introductions is complete, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

For your convenience, you may review each referral individually on our Legislative Research Center by following the links below:

[File No. 180502 \[Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 1\]](#)

[File No. 180503 \[Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 2\]](#)

[File No. 180504 \[Memorandum of Understanding - San Francisco Police Officers' Association\]](#)

[File No. 180505 \[Memorandum of Understanding - Municipal Executives' Association - Fire\]](#)

[File No. 180506 \[Memorandum of Understanding - Municipal Executives' Association - Police\]](#)

[File No. 180508 \[Memorandum of Understanding - Union of American Physicians and Dentists \(Unit 17\)\]](#)

[File No. 180509 \[Memorandum of Understanding - Union of American Physicians and Dentists \(Unit 18\)\]](#)

[File No. 180510 \[Memorandum of Understanding - Service Employees International Union, Local 1021 - H-1 Fire Rescue Paramedics\]](#)

[File No. 180511 \[Memorandum of Understanding - Transport Workers' Union, Local 250-A, Multi-Unit \(Unit 28\)\]](#)

[File No. 180512 \[Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers \(7410\)\]](#)

[File No. 180513 \[Memorandum of Understanding - Crafts Coalition\]](#)

[File No. 180514 \[Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21\]](#)

[File No. 180507 \[Compensation for Unrepresented Employees\]](#)

Thanks for the review.


**John Carroll**  
Assistant Clerk  
Board of Supervisors  
San Francisco City Hall, Room 244  
San Francisco, CA 94102  
(415) 554-4445

 Click [here](#) to complete a Board of Supervisors Customer Service Satisfaction form.

OFFICE OF THE MAYOR  
SAN FRANCISCO



MARK J. FARRELL  
MAYOR

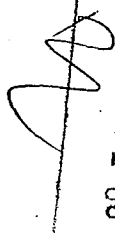
TO:  Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Mayor Farrell  
RE: Memorandum of Understanding - Transport Workers' Union, Local 250-A -  
Automotive Service Workers (7410)  
DATE: May 15, 2018

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Attached for introduction to the Board of Supervisors is an ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to implement a "Union Access to New Employees" program.

I respectfully request that this item be calendared in Government Audit & Oversight Committee on May 30, 2018.

Should you have any questions, please contact Andres Power (415) 554-5168.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 MAY 15 PM 2:06  
BY 

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200  
SAN FRANCISCO, CALIFORNIA 94102-4681  
TELEPHONE: (415) 554-6141