

BOARD of SUPERVISORS



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## MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Dean Preston, Chair  
Government Audit and Oversight Committee

FROM: Monique Crayton, Assistant Clerk

DATE: June 7, 2024

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, June 11, 2024

The following files should be presented as COMMITTEE REPORTS at the regular Board meeting on Tuesday, June 11, 2024. These ordinances were acted upon at the regular Government Audit and Oversight Committee meeting on Thursday, June 6, 2024, at 10:00 a.m., by the votes indicated.

### Item Nos. 41-69

**41. File No. 240514 [Memorandum of Understanding - Teamsters Local 856, San Francisco Building Inspectors]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters Local 856, San Francisco Building Inspectors to be effective July 1, 2024, through June 30, 2027.

**42. File No. 240515 [Memorandum of Understanding - Carpenters 46 Northern California Counties Conference Board, Carpenters Local Union No. 22, Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council and its Affiliated Local Union, and Carpenters Local Union No. 22 ("Local 22"), and Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34 (collectively "Union"), to be effective July 1, 2024, through June 30, 2027.

- 43. File No. 240516 [Memorandum of Understanding - Crafts Coalition]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers of LIUNA, Local 261; 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 Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; International Association of Sheet Metal, Air, Rail, and Transportation Workers, Sheet Metal Workers, Local Union No. 104; and Teamsters, Local 853, to be effective July 1, 2024, through June 30, 2027.
- 44. File No. 240517 [Collective Bargaining Agreement - The San Francisco District Attorney Investigators' Association]**  
Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and The San Francisco District Attorney Investigators' Association, to be effective July 1, 2024, through June 30, 2027.
- 45. File No. 240518 [Memorandum of Understanding - The San Francisco Deputy Probation Officers' Association]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2024, through June 30, 2027.
- 46. File No. 240519 [Collective Bargaining Agreement - San Francisco Deputy Sheriffs' Association]**  
Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2024, through June 30, 2027.
- 47. File No. 240520 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21, AFL-CIO]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO to be effective July 1, 2024, through June 30, 2027.
- 48. File No. 240521 [Collective Bargaining Agreement - The International Brotherhood of Electrical Workers, Local 6]**  
Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and The International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2024, through June 30, 2027.
- 49. File No. 240522 [Memorandum of Understanding - The International Union of Operating Engineers, Stationary Engineers, Local 39]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Engineers, Local 39, to be effective July 1, 2024, through June 30, 2027.

**50. File No. 240523 [Memorandum of Understanding - Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to be effective July 1, 2024, through June 30, 2027.

**51. File No. 240524 [Memorandum of Understanding - Laborers International Union, Local 261]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2024, through June 30, 2027.

**52. File No. 240525 [Memorandum of Understanding - Municipal Attorneys Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to be effective July 1, 2024, through June 30, 2027.

**53. File No. 240526 [Memorandum of Understanding - Municipal Executives' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association, to be effective July 1, 2024, through June 30, 2027.

**54. File No. 240527 [Collective Bargaining Agreement - The San Francisco Sheriffs' Managers and Supervisors Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and the San Francisco Sheriffs' Managers And Supervisors Association, to be effective July 1, 2024, through June 30, 2027.

**55. File No. 240528 [Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, to be effective July 1, 2024, through June 30, 2027.

**56. File No. 240529 [Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers, to be effective July 1, 2024, through June 30, 2027.

**57. File No. 240530 [Memorandum of Understanding - San Francisco City Workers United (Painters)]**  
Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to be effective July 1, 2024, through June 30, 2027.

**58. File No. 240531 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2024, through June 30, 2027.

**59. File No. 240532 [Collective Bargaining Agreement - Service Employees International Union, Local 1021]**  
Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2024, through June 30, 2027.

**60. File No. 240533 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2024, through June 30, 2027.

**61. File No. 240534 [Collective Bargaining Agreement - The Transport Workers Union, AFL-CIO, Local 200]**  
Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 200, to be effective July 1, 2024, through June 30, 2027.

**62. File No. 240535 [Collective Bargaining Agreement - Transport Workers Union, Local 250-A, Multi-Unit (Unit 28)]**  
Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union, Local 250-A, Multi-Unit (Unit 28), to be effective July 1, 2024, through June 30, 2027.

**63. File No. 240536 [Collective Bargaining Agreement - Transport Workers Union of America, AFL-CIO, Local 250-A, Automotive Service Workers (7410)]**  
Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to be effective July 1, 2024, through June 30, 2027.

**64. File No. 240537 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 17]**  
Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2024, through June 30, 2027.



**65. File No. 240538 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 18]**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2024, through June 30, 2027.

**66. File No. 240539 [Memorandum of Understanding Amendment - San Francisco Police Officers Association]**

Ordinance adopting and implementing the First Amendment to the 2023-2026 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association.

**67. File No. 240540 [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, 2024.

**68. File No. 240553 [Memorandum of Understanding - Teamsters, Local 856, Freight Checkers, Clerical Employees & Helpers, (Supervising Registered Nurses, Unit 47)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856, Freight Checkers, Clerical Employees & Helpers, (Supervising Registered Nurses, Unit 47, to be effective July 1, 2024, through June 30, 2027.

**69. File No. 240554 [Memorandum of Understanding - Service Employees International Union, Local 1021 - Staff and Per Diem Nurses]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, Staff and Per Diem Nurses, to be effective July 1, 2024, through June 30, 2027.

**RECOMMENDED AS A COMMITTEE REPORT**

Vote: Supervisor Dean Preston - Aye  
Supervisor Catherine Stefani - Aye  
Supervisor Connie Chan - Aye

Cc: Board of Supervisors  
Angela Calvillo, Clerk of the Board  
Alisa Somera, Legislative Deputy  
Anne Pearson, Deputy City Attorney

File No. 240517

Committee Item No. 7

Board Item No. 44

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight  
Board of Supervisors Meeting:

Date: June 6, 2024  
Date: June 11, 2024

#### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- CBA FY's - FY2024-2027 - Clean
- CBA FY's - FY2024-2027 - Redline
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract / DRAFT Mills Act Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

#### OTHER

- Arbitration Decision and Award 051324
- Bargaining Summary 2024
- DHR Memo 05/15/24
- MYR Memo 05/21/24
- MYR 30 Day Waiver Req 052124
- MOU Referral 052824
- Comm Rpt Rqst Memo 053024
- CON Rpt 060324
- HRD Presentation 060624

Prepared by: Monique Crayton  
Prepared by: Monique Crayton  
Prepared by: \_\_\_\_\_

Date: May 31, 2024  
Date: June 7, 2024  
Date: \_\_\_\_\_

1 [Collective Bargaining Agreement - The San Francisco District Attorney Investigators’  
2 Association]

3 **Ordinance adopting and implementing the decision and award of the Arbitration Board**  
4 **under Charter, Section A8.409-4, establishing the Collective Bargaining Agreement**  
5 **between the City and County of San Francisco and the San Francisco District Attorney**  
6 **Investigators’ Association, to be effective July 1, 2024, through June 30, 2027.**

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 ~~*strikethrough italics Times New Roman font*~~.  
10 **Board amendment additions** are in double-underlined Arial font.  
11 **Board amendment deletions** are in ~~strikethrough 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 the decision and  
16 award of the Arbitration Board under Charter Section A8.409-4, establishing the Collective  
17 Bargaining Agreement (“CBA”) between the City and County of San Francisco and The San  
18 Francisco District Attorney Investigators’ Association, to be effective July 1, 2024 through  
19 June 30, 2027.

20 The Arbitration Board decision and award and the CBA so implemented are on file with  
21 the Clerk of the Board of Supervisors in Board File No. 240517.

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

24  
25

1 Section 3. This ordinance shall become effective upon enactment. Enactment occurs  
2 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not  
3 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the  
4 Mayor's veto of the ordinance.

5  
6 APPROVED AS TO FORM:  
7 DAVID CHIU, City Attorney

8 By: /s/  
9 JONATHAN C. ROLNICK  
Chief Labor Attorney

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# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**THE SAN FRANCISCO DISTRICT ATTORNEY  
INVESTIGATORS' ASSOCIATION**

**JULY 1, 2024 TO JUNE 30, 2027**

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**ARTICLE I - REPRESENTATION**

1. **THIS COLLECTIVE BARGAINING AGREEMENT** (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representatives and the San Francisco District Attorney Investigators' Association (hereinafter "Association").

**I.A. RECOGNITION**

2. The City acknowledges that the Association has been properly certified as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance, for the following classifications:

<i>Class</i>	<i>OT Symbol</i>	<i>Title</i>
8146	L	District Attorney's Investigator
8147	L	Senior District Attorney's Investigator
8149	Z	Assistant Chief District Attorney's Investigator
8550	L	District Attorney's Investigator (SFERS)
8552	L	Senior District Attorney's Investigator (SFERS)
8554	Z	Assistant Chief District Attorney's Investigator (SFERS)

3. Recognition shall be extended to individual classes appropriately accreted to existing bargaining units covered by this Agreement, and this Agreement shall apply prospectively to such classes.

**I.B. INTENT**

4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adoption or acceptance by the Board of Supervisors by appropriate action in accord with City Charter §A8.409 and ratification by the Association.
5. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter §A8.409.

**I.C. OBJECTIVE OF THE CITY**

6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
7. The Association recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the



**ARTICLE I - REPRESENTATION**

performance of each employee or group of employees.

8. Employees who work at less than acceptable levels of performance as determined by the District Attorney may be subject to disciplinary measures in accordance with any rights they may have under Government Code 3300 et seq. Nothing in this Agreement shall be construed to alter, modify, or restrict in any manner the exercise of the rights, authority or discretion conferred on the District Attorney by Charter Section 10.104(13) which states that District Attorney's Investigators "serve at the pleasure of the appointing authority."

**I.D. MANAGEMENT RIGHTS**

9. The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the District Attorney's Office and its employees. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This Paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

**I.E. NO STRIKE PROVISION**

10. During the period of time this Agreement is in effect, the Association and members of the bargaining unit agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism, sympathy strike, or any other disruptive activities which are detrimental to the conduct of City and County business and services.

**I.F. NEGOTIATION RESPONSIBILITY**

11. 1. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in matters within the scope of representation as specified in Government Code §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.
12. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
13. 2. If the Association does not respond within fifteen (15) calendar days from the date of receipt or written notification of a proposed change as described above in subsection 1, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
14. 3. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes within fifteen (15) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

**ARTICLE I - REPRESENTATION**

15. 4. Except as provided in subsection 3, above, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration of this Agreement.
16. 5. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Agreement may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

**I.G. GRIEVANCE PROCEDURE**

17. A grievance is any dispute, which involves the interpretation or application of any provisions of the Collective Bargaining Agreement relating to working conditions arising out of this Agreement, including the denial of a step increase under paragraph 153 (Satisfactory Performance). Grievances may be initiated by either an employee or the Association; provided, however, only the Association may submit a grievance to arbitration. Disciplinary matters are excluded from the provisions of this Section. Grievances must be in writing and include:
  - 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 Agreement which the Grievant believes has been violated; and
  - c. The remedy or solution being sought by the Grievant.
18. The City shall return any grievance that does not include the information specified above. The Grievant may resubmit a grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If the Grievant submits the amended grievance within fourteen (14) calendar days from the date the City returned the grievance, the City will not deny the grievance based on timeliness, unless the City asserts the original grievance was not timely. Failure of the Grievant to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step. Grievances shall be processed in the following manner:
  1. Step I
19. a. The grievance shall be presented either by the employee or by an authorized Association representative to the designated supervisor of the employee within fifteen (15) calendar days after the cause of such grievance occurs.
20. b. The designated supervisor shall have fifteen (15) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily

**ARTICLE I - REPRESENTATION**

adjusted within this period, within fifteen (15) calendar days of receipt of the supervisor's response, the grievance shall be presented in writing either by the employee or by an authorized Association representative to the department head or to such representative as the department head may designate.

2. Step II
  21. a. The Step II grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.
  22. b. The department head or a designee shall have fifteen (15) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, within fifteen (15) calendar days of receipt of the department head's decision, the grievance shall be presented in writing either by the employee or by an authorized Association representative to the Employee Relations Division or designee.
3. Step III
  23. a. The Step III grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The Step III grievance shall also include copies of all earlier correspondence (i.e. earlier grievance submissions and responses), materials, and evidence submitted at the earlier Steps of the Grievance Procedure, and any evidence to support the submission at Step III.
  24. b. The Employee Relations Division (ERD) shall have thirty (30) calendar days from date of receipt of the grievance in which to respond. If the grievance is not satisfactorily adjusted by ERD, within fifteen (15) calendar days of receipt of the ERD response, the Association has the right to advance the grievance to final and binding arbitration before an impartial arbitrator by submitting a request for arbitration to the ERD Director. 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 ERD Director, via US mail, within thirty (30) calendar 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) calendar days of that letter, the grievance is deemed withdrawn. The City Attorney's Office and the Association shall pick an impartial arbitrator by mutual agreement. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any. 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.
25. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City and County of San

**ARTICLE I - REPRESENTATION**

Francisco. It is the intent of this provision that Arbitrator Awards be implemented.

26. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance.
27. Proposals to add to or change this Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Agreement or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
28. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the District Attorney or the authorized representative. Only such complaints which allege that employees are not being compensated in accordance with the provisions of this Agreement shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Agreement which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.
29. In no event shall a grievance include a claim for monetary relief for more than a thirty (30) calendar day period prior to the initiation of the grievance, nor shall an arbitrator award such monetary relief.
30. Time Off for Grievances. If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative reasonable time off during regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or authorized representative shall obtain the approval of their immediate supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.

**I.H. EMPLOYEE REPRESENTATIVES**

31. On July 1 of each year, the Union shall furnish to the Department of Human Resources Employee Relations Division a written list of Union Representatives with their assigned roles. During the course of the year, the Union shall amend the list as needed to ensure that the list is accurate and up to date.
32. Employee representatives shall be allowed to distribute Association material and contact members on City property, provided the contact will be made during the employees' rest periods or before or after their work.
33. Up to two (2) official Association representatives shall be allowed time off without loss of pay to meet and confer with representatives of the City and County of San Francisco on matters within the scope of representation as provided in Administrative Code §16.218, which is appended for informational purposes only.

34. A DAIA representative shall not represent an employee in a disciplinary matter if the representative is a witness or otherwise personally involved in the matter.

**I.I. ASSOCIATION SECURITY**

**1. AUTHORIZATION FOR PAYROLL DEDUCTIONS**

35. a. The Association shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Association Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Association. "Contributions" as used in this Section I.I. means Association membership dues, initiation fees, premiums for Association 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 Association.
36. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Association of a request, in accordance with the Procedure. The Procedure shall include, and the Association must provide with each request, a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Contributions, the Association 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 Association, and make the requested deduction changes only upon receipt of a proper certification.
37. c. The Procedure is the exclusive method for the Association to request the City to initiate, change or cancel deductions for Contributions.
38. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Association, but only if the Association 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.
39. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Association authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Association 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 Association a copy of any authorization form that it receives directly from a represented employee.



ARTICLE I - REPRESENTATION

40. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Association, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Association a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
41. 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 Association in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
42. h. With the exception of subsection (e) above, the Association 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 Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the Association and represented employees about Association 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 Association. The Association shall respond to such employee inquiries within no less than 10 business days.

2. INDEMNIFICATION

43. The Association 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 judgements, arising from or related to the City's compliance with this Section I.I. The Association 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 Association; (ii) the City shall provide any assistance that the Association may reasonably request for the defense of the claim; and (iii) the Association 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 Association 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 related to

**ARTICLE I - REPRESENTATION**

compliance with this Section I.I. brought by the Association 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 Contributions deduction, as provided in subsection 1.

**I.J. ASSOCIATION ACCESS**

44. The City shall provide the Association reasonable access to all work locations 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 as any rules and regulations agreed to by a City agency or department and the Association.
45. The 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.
46. The 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.
47. The City may require an agency or department representative to escort Association representatives (other than active DA Investigators) when the Association 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.
48. Nothing in this Section is intended to disturb existing City agency or departmental Association access policies. Further, City agencies or departments may implement additional rules and regulations after meeting and conferring with the Association.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION CLAUSE**

49. The City and the Association 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 rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
50. Neither the City nor the Association shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.

**II.B. FAIR LABOR STANDARDS ACT**

51. The City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.



**II.C. INJURY RELATED LEAVES**

52. The City will make a good faith effort to return employees who have sustained an occupational or non-occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's class. Where appropriate modified duty is not available within the employee's classification, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in another department, provided the assignment must be approved by the District Attorney and does not violate Section 3303(j) of the Government Code. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration, except that alleged violations of Government Code Section 3303(j) shall be subject to grievance and/or arbitration. Modified duty assignments may not exceed three (3) months.
53. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's Appointing Officer's approval.
54. An employee who wishes to not supplement, or wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
55. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
56. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
57. Nothing in this Agreement is intended to affect any rights an employee covered by this Agreement may have under Labor Code Section 4850.

**II.D. LAYOFFS**

58. Advance Notice. Any employee whose position is eliminated shall be given at least thirty (30) calendar days' advance written notice. The Association shall receive a copy of any layoff notice.
59. Displacements. The City will provide ten (10) business days' notice to employees who are

**ARTICLE II – EMPLOYMENT CONDITIONS**

subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in the employee's classification and department for the remainder of the notice period.

60. Request to Meet & Confer. Prior to any layoff, the Association shall have ten (10) calendar days from the date of the layoff notice, as specified in subsection 1 above, to make a written request to meet and confer with the City. If such request is provided, the City shall meet and confer to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.
61. The Association's rights under this provision shall not alter the effective date of the layoffs without the written agreement of the City.

**II.E. LABOR MANAGEMENT COMMITTEE**

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

Scope:

63. a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
64. b. to give advice and make recommendations regarding issues which both the City and the Association agree to submit to the Joint Labor Management Committee;
65. The Joint Labor Management Committee shall meet at a minimum on a quarterly basis, and otherwise as needed. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
66. The Committee will begin with a review of workload. The parties recognize that though workload fluctuates for various reasons, an employee's normal workload should conform to a regular 40-hour workweek to the extent possible.
67. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

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

**III.A. SCHEDULES OF COMPENSATION**

- 68. Compensation for the respective classifications of employment shall be paid for services under a normal work schedule as defined in Section III hereof. Compensations listed are gross amounts and are paid on a biweekly basis unless otherwise specified. The salary grade plan of seniority increments is contained herein. Wage rates are set forth in Attachment A.
- 69. Base wages shall be increased as follows:
- 70. Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.
- 71. Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.
- 72. Effective June 30, 2025, at close of business, represented employees shall receive a 1% wage increase.
- 73. Effective July 1, 2025, represented employees shall receive a 1% wage increase.
- 74. Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.
- 75. Effective June 30, 2026, at close of business, represented employees shall receive a 2% wage increase.
- 76. Effective January 2, 2027, represented employees shall receive a 2% wage increase.
- 77. Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.
- 78. Because of the wage structure of this proposal, no wage deferrals/offramps will be utilized.
- 79. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.

**III.B. WORK SCHEDULES**

- 1. **NORMAL WORK SCHEDULES**
- 80. a. Unless otherwise provided in this agreement, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.
- 81. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty hour-a-week employees.
- 82. All classifications of employees having a normal work day of eight (8) hours

within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights the employee may have on the same subject.

83. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.
84. b. A normal work week is a tour of duty on each of five consecutive days.
- c. City-Wide Voluntary Reduced Work Week
85. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, 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 nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.
- d. Exceptions
86. Covered employees unable to work due to inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances shall be compensated as follows:
87. (i.) Employees who receive at least 2-hours advance notice that work is not available shall receive no compensation.
88. (ii.) Employees who are not given at least 2-hours advance notice and who report to work and are informed no work is available shall be paid for a minimum of two (2) hours.
89. (iii.) Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

## 2. PART-TIME WORK SCHEDULE

90. A part-time work schedule is a tour of duty of less than forty hours per week.

3. SCHEDULING OF LUNCH AND REST BREAKS

91. Due to the unpredictable requirements, demands and nature of the investigative work performed by DA Investigators, members shall be afforded flexibility to schedule their unpaid lunch and rest breaks to efficiently perform their duties and accommodate the workflow of the Office of the District Attorney. Such scheduling requests shall be subject to approval of the Chief Investigator or the Captain in their absence. The Chief Investigator, or the Captain in their absence, shall take into consideration the needs, requirements and mission of the Department. This flexibility in scheduling is not intended to create a routine schedule of members taking their first or last hour of their shift for lunch and rest breaks. The Association and Chief Investigator will meet on a regular basis to ensure that the interests of the Department and Investigators are being met. This provision is intended to create a pilot program which will expire at the end of the term of this agreement and any disputes between the parties regarding this provision will not be subject to the grievance process set forth herein.

**III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. PART-TIME WORK SCHEDULE

92. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

**III.D. ADDITIONAL COMPENSATION**

1. SUPERVISORY DIFFERENTIAL ADJUSTMENT

93. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

94. a. 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.

95. b. The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

96. c. The classifications 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.

97. d. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.

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

98. e. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
99. If the application of this Section adjusts the compensation schedule of an employee in excess of the employee's immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of the employee's highest paid subordinate, provided that the applicable conditions under this section are also met.
100. f. The decision of the Department of Human Resources as to whether the compensation schedule of the supervisory employee shall be adjusted in accordance with this section shall be final and shall not be grievable.
101. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
102. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.
103. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).
104. i. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
105. j. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content or subordinate work and possess education and/or experience appropriate to the technical assignment.

**2. STANDBY PAY**

106. Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten percent (10) of their regular straight time rate of pay for the period of such standby service. To qualify for standby pay the Department must provide the employee with a cell phone or another type of electronic communication device and must assign the employee in writing to standby pay. When



ARTICLE III – PAY, HOURS AND BENEFITS

employees are called to perform their regular duties in emergencies during the period of standby service, they shall be paid while engaged in emergency service the usual rate of pay for service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.

107. Employees assigned to standby status as part of the officer-involved shooting team shall be compensated for the period of standby status as follows: Employees may be assigned to standby when normally off-duty from 8 a.m. Monday to 8 a.m. the following Monday (“duty week”). For each duty week the employee is assigned to standby status, the employee shall receive eighteen (18) hours of compensatory time. When the Monday ending the employee’s standby assignment is an observed holiday, the employee’s standby assignment shall continue until Tuesday at 8 a.m. In such circumstances, the employee covering the Monday assignment shall receive an additional two (2) hours of compensatory time, and the employee assuming the standby assignment on Tuesday shall receive sixteen (16) hours of compensatory time for the employee’s assignment. Employees assigned to standby duties during the Thanksgiving and Christmas holidays shall receive an additional four (4) hours of compensatory time. In addition, when such employees are called to perform their regular duties in emergencies during the period of such standby status, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.
108. If employees assigned to the child abduction unit or the arson task force are assigned to standby status when normally off-duty, the City shall notify the Association and agree to meet and confer regarding the compensation of such employees while on standby status.

3. CALL BACK

109. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of the employee’s work day and departure from the employee’s place of employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - “Z” employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee’s work day shall not be adjusted to avoid the payment of this minimum.

4. ACTING ASSIGNMENT PAY

110. Adjustment of compensation shall occur if all the following conditions are met:

- 1) The assignment shall be in writing;
- 2) Assigned position must be budgeted;
- 3) The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive work days, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.

111. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee’s base salary and that does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a

rate which includes the acting assignment pay.

112. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within sixty (60) calendar days of not receiving acting assignment pay.
113. An employee who is asked to perform the duties of a higher classification is entitled to have the assignment in writing.

5. TIME OFF FOR VOTING

114. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

6. JURY DUTY

115. 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.
116. 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.
117. 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.
118. 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.

**III.E. OVERTIME COMPENSATION**

119. 1. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or the appointing officer's designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate; provided that employees working in classifications that are designated in Section III.B. of this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.



120. There shall be no eligibility for overtime compensation if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
121. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
122. No appointing officer shall require an employee not designated by a “Z” symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to subsection 2, below.
123. 2. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off (“CTO”) at the rate of one-and-one-half times for time worked in excess of normal work schedules. Except as provided below, those employees occupying positions designated "Z" shall not accumulate in excess of (300) hours calculated at time and one half; provided, however, that the 8149/8554 Assistant Chief District Attorney Investigator (“ACDAI”) assigned to the Officer Involved Shooting (“OIS”) detail shall be allowed to accrue and maintain a compensatory time balance of four hundred and eighty (480) hours while the employee is assigned to that detail. Once that ACDAI is no longer in that position and on that detail, the employee will not be able to earn additional CTO until the employee is under the three hundred (300) hour cap Any employees who has a compensatory time balance in excess of three hundred (300) hours on July 1, 2019 may maintain their compensatory balance, but may not accrue any additional compensatory time until their balance drops below three hundred (300) hours.
- a. Those employees subject to the provisions of the Fair Labor Standards Act and designated as non-“Z” and “L”, who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Those employees occupying positions designated non-“Z” or "L", shall not accumulate in excess of three hundred (300) hours. Any employee designated non-Z or L who has a compensatory time balance in excess of three hundred (300) hours on July 1, 2019 may maintain their compensatory balances, but may not accrue any additional compensatory time until their balance drops below three hundred (300) hours. Employees who accrue CTO when their CTO balances are 300 hours or more will be paid cash overtime pay. The City may, in its discretion, pay off CTO balances in excess of 300 hours back down to 300 hours. Subject to availability of funds, a non-“Z” classified employee, upon the employee’s request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer. An employee who is appointed to a position in another department shall have the employee’s entire

compensatory time balances paid out at the rate of the underlying classification prior to appointment. An employee who is appointed to a position in a higher, Non-“Z” or “L” designated classification shall have the employee’s entire compensatory time balances paid out at the rate of the lower classification prior to promotion. Non-“Z” or “L” classified employee, at the employee’s option, may carry over forty (40) hours of accrued compensatory time to the position in a higher classification within the department.

124. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.

**III.F. HOLIDAYS AND HOLIDAY PAY**

125. 1. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:

January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s birthday)  
the third Monday in February (Presidents' Day)  
the last Monday in May (Memorial Day)  
June 19 (Juneteenth)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Indigenous Peoples Day, Italian American Heritage Day)  
November 11 (Veterans' Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

126. Provided further, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

127. 2. 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.

**III.G. HOLIDAY ELIGIBILITY**

128. Four (4) floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. Employees (both full time and part-time) establish initial eligibility for the floating days off upon appointment. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off shall be carried forward from one fiscal year to the next except with the approval of the Appointing Authority. No compensation of any kind shall be earned or granted for floating days off not taken off.

**III.H. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

129. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

**III.I. HOLIDAYS THAT FALL ON A SATURDAY**

130. 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. 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 or next fiscal year.

**III.J. HOLIDAY COMPENSATION FOR TIME WORKED**

131. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section III.E.2.
132. Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

**III.K. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

133. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

**III.L. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

134. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
135. 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 scheduled to work in a bi-weekly pay period. The computation of holiday time off shall be rounded to the nearest hour.

136. 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 appointing officer.

**III.M EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

137. Persons employed for holiday work only, or persons employed on a part-time 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.

**III.N. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

138. 1. 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
139. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have the respective salary adjusted to that step in the promotive class as follows:
140. (1) If the employee is receiving a salary in the employee's present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
141. (2) If the employee is receiving a salary in the employee's present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
142. (3) If the appointment deemed promotive described above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with subsections 1 & 2, above.

143. For purpose of this section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.

b. Non-Promotive Appointment

144. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then 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 schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.

c. Appointment above Entrance Rate

145. Appointments may be made by an appointing officer at any step in the salary grade under one or more of the following conditions: experience, education/training, skill and/or performance.

d. Exempt Appointive Position

146. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary schedule, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

e. Reappointment within Six Months

147. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

2. COMPENSATION ADJUSTMENTS

148. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year the employee's salary shall be adjusted on July 1, to the rate the employee would have received had the employee been promoted in the current fiscal year.

149. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional.



3. FEDERAL MINIMUM WAGE

150. Notwithstanding any of the other provisions contained herein, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

**III.O. METHODS OF CALCULATION**

1. BI-WEEKLY

151. 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.

2. PER DIEM OR HOURLY

152. 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.

**III.P. SENIORITY INCREMENTS**

1. ENTRY AT THE FIRST STEP

153. Employees who, at the time of hire, have one (1) year or less of law enforcement experience, shall be placed at the first step of the salary range. Permanent employees shall advance to the second step and to each successive step upon completion of the one year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

154. Employees who, at the time of hire, have two (2) or more years of law enforcement experience, shall be placed at the step of the salary range corresponding with their years of law enforcement experience (e.g., an employee with four (4) years of prior law enforcement experience shall be placed at Step 4 or higher); provided, however, the District Attorney may place the employee at a lower step if this action is accompanied by a written explanation to the Association setting forth the lawful basis relied upon by the District Attorney for assigning the employee to a lower step. For example, a lower step may be justified by a significant break in service. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

3. DATE INCREMENT DUE

155. Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

4. EXCEPTIONS

156. An employee shall not receive a salary adjustment based upon service as herein

provided if the employee has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

157. Satisfactory Performance. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall notify an affected employee at least sixty (60) calendar days prior to the employee's salary anniversary date of intent to withhold a step increase. However, if unsatisfactory performance occurs within the sixty days before the employee's salary anniversary date, the Appointing Officer shall provide notice of intent to withhold a step increase within a reasonable time. The notice shall be in writing and shall provide reason(s) and/or explanation for the denial.
158. The denial of a step increase is subject to the grievance procedure, including final and binding grievance arbitration. An employee's performance evaluation(s) may be used as evidence by either party in a grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.
159. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year. However, at any time before that date, the Appointing Officer, in the Appointing Officer's sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed.
160. An employee's salary anniversary date shall be unaffected by this provision.
161. In administering this subsection (a), the City affirms its commitment to a meaningful employee performance evaluation and notice process.

### III.Q. ADDITIONAL BENEFITS

162. The following contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, 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.
1. HEALTH AND WELFARE AND DENTAL INSURANCE
163. 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.

164. a. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of these bargaining unit members.
165. b. Hepatitis B Vaccine. The City shall provide at its expense Hepatitis B vaccine immunization for all bargaining unit members.
166. c. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

2. HEALTH COVERAGE EFFECTIVE JANUARY 1, 2015

167. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

**a. Employee Only:**

168. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

**b. Employee Plus One:**

169. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

**c. Employee Plus Two or More:**

170. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.



**d. Contribution Cap**

171. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

**e. Average Contribution Amount**

172. For purposes of this agreement, and to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual "average contribution." The parties intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

**3. MEDICALLY SINGLE EMPLOYEES OUTSIDE OF HEALTH COVERAGE AREAS**

173. Notwithstanding any other provision of this Agreement, for "medically single employees" (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this Agreement, the City shall continue to contribute one hundred percent (100%) of the premium for the employees' own health care benefit coverage.

**III.R. RETIREMENT**

174. Employees in CalPERS shall pay their own employee retirement contribution in the amount of nine percent (9%) of covered gross salary. Employees in SFERS shall pay their own retirement contribution in the amount required by the San Francisco Charter.

**1. Proposition C Employee Cost-Sharing:**

175. The parties recognize the requirement under Charter Section A8.409-9 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. 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%.

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

176. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory statutory employee contribution described in paragraph 177, plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (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 Prop. C Contribution will be 2.5% of covered compensation for miscellaneous safety bargaining unit members in CalPERS earning at the annual rate of less than \$100,000, and 3% of covered compensation for such bargaining unit members earning at the annual rate of \$100,000 or more.

Employer Contribution Rate for Comparable SFERS Employees	Misc Safety <\$100k	Misc Safety >\$100k
0%	(4.0%)	(5.0%)
0.01% - 1.0%	(4.0%)	(4.5%)
1.01% - 2.5%	(3.75%)	(4.25%)
2.51% - 4.0%	(3.5%)	(4.0%)
4.01% - 5.5%	(2.5%)	(3.0%)
5.51% - 7.0%	(2.0%)	(2.5%)
7.01% - 8.5%	(1.5%)	(2.0%)
8.51% - 10.0%	(1.0%)	(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%	1.0%	1.5%
15.01% - 17.5%	1.5%	2.0%
17.51% - 20.0%	2.0%	2.5%
20.01% - 22.5%	2.5%	3.0%
22.51% - 25.0%	3.5%	4.0%
25.01% - 27.5%	3.5%	4.0%
27.51% - 30.0%	3.75%	4.25%
30.01% - 32.5%	3.75%	4.25%
32.51% - 35.0%	4.0%	4.5%
35.01% +	4.0%	5.0%

177. 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);

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- (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.
178. 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 paragraph 177 to the extent of the Prop. C Contribution.
179. Any City pickup of an employee's mandatory retirement contribution shall not be considered as a part of an employee's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of our percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.
180. 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 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.
2. Employee payment of employee contribution to CalPERS
181. For the duration of this agreement, members of the bargaining unit 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 a 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.
182. Pursuant to San Francisco Administrative Code Section 16.61-1(4)(a), the Association has elected to place all employees covered by this agreement into a full retirement status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
183. Although not a mandatory subject of bargaining, if requested in writing by the Association, the City agrees to meet and confer with the Association over a mutually satisfactory amendment to the City's contract with PERS to effect safety retirement improvements for represented employees. As set forth in Charter Section A8.506-2, any contract amendment shall be cost neutral. As set forth in Charter Sections A8.409-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.
184. Retirement Seminar Release Time. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this agreement to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
185. 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 released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
186. All such seminars must be located within the Bay Area.
187. This section shall not be subject to the grievance procedure.

**III.S. POST AND/OR EDUCATION PREMIUM PAY**

188. Employees in classifications 8146 District Attorney Investigator, 8147 Senior District Attorney Investigator and 8149 Assistant Chief District Attorney Investigator, and any other District Attorney Investigator classification with peace officer status subsequently accreted to this

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bargaining unit, who successfully maintain the State required minimum of completing twenty-four (24) hours of POST training within a twenty-four (24) month period, shall receive a premium equal to Four (4%) Percent of their base rate of pay.

189. Any employee who (1) was hired as a 8146 District Attorney Investigator, 8147 Senior District Attorney Investigator or 8149 Assistant Chief District Attorney Investigator (or any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit) before July 1, 1990, or (2) possesses a valid Advanced POST Certificate, shall receive a premium equal to Six point Eight Four (6.84%) of the employee's base rate of pay. Any employee who receives the 6.84% premium shall not receive the 4% premium described in paragraph 188.

**III.T. BILINGUAL PAY**

190. Subject to the Department of Human Resources' approval, employees who are certified as bilingual and assigned to positions designated as bilingual by the department shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, "bilingual" means the ability to interpret and/or translate non-English languages, including sign language for the hearing impaired and Braille for the visually impaired, and "certified" means the employee has successfully passed a language proficiency test approved by the Director of Human Resources. Given the small size of this bargaining unit, and the fact that the Investigators' work throughout the City, the Appointing Officer is authorized to designate as bilingual as many positions as the Appointing Officer believes is appropriate.
191. Effective January 1, 2020, at the City's discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

**III.U. SEVERANCE PAY**

192. The City agrees that when removing or releasing a represented employee from employment, the appointing officer will endeavor to inform the employee at least thirty (30) calendar days before the employee's final day<sup>1</sup> of work. In the event that the appointing officer fails or declines to inform an 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.
193. Due to the status of the represented employees as exempt from the City's civil service selection, appointment and removal procedures (as provided by the Charter), the City and the Association agree that in addition to the notice or pay in lieu thereof provided above, a represented employee who is removed or released from City service shall receive the following severance benefit in exchange for a release, in a form acceptable to the City, signed by the represented employee, and signed by the Association in its representative capacity for the employee, of any and all claims arising out of the employee's employment, removal or release from City service that the employee or the Association may have against the City, including any officer or employee thereof, and shall include a waiver of any right the employee may have to return to City employment, a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act, 29 U.S.C. 29 § 621 through U.S.C § 634: 1 week of pay per completed year of service.

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194. For the purposes of this provision, "service" means paid service in job codes, 8146, 8147 or 8149 with a break of no more than two consecutive years in such service.
195. For purposes of this provision, "removed or released from City service" as used in paragraph 189 shall be interpreted and applied as follows for purposes of determining eligibility for severance pay:
  196. a. A represented employee in job codes 8146, 8147, 8149, 8550, 8552 or 8554 who is reassigned to and accepts another position with the City is not entitled to severance pay;
  197. b. A represented employee in job codes 8146, 8147, or 8149 who is reassigned to a position in job code 8132, may either (1) accept the reassignment and not receive severance pay or (2) treat the proposed reassignment as a release or removal from service and receive severance pay;
  198. c. A represented employee in job code 8149 who is reassigned to job code 8146 or 8147, or a represented employee in job code 8147 who is reassigned to job code 8146, shall not be entitled to severance pay regardless of whether or not the employee chooses the reassignment.
199. Severance payments shall be made within thirty (30) days of the City receiving a fully executed release pursuant to this MOU.

**III.V. CHAPTER 12W PAID SICK LEAVE ORDINANCE**

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

**III.W. VOLUNTEER/PARENTAL RELEASE TIME**

201. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
202. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.



## ARTICLE IV - WORKING CONDITIONS

### IV.A. SAFETY EQUIPMENT AND TRAINING ACCOUNT FOR DISTRICT ATTORNEY INVESTIGATORS

203. All items in this Section apply solely to employees in classifications 8146/8550 – District Attorney Investigator, 8147/8552 – Senior District Attorney Investigator and 8149/8554 – Assistant Chief District Attorney Investigator (and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit).
204. a. Effective July 1, 2019, the City shall provide to employees in the bargaining unit a one-time wage adjustment of one percent (1%) to their base wages. This adjustment is intended to cover through the term of the MOU and on-going successor MOUs: (1) all reasonable and necessary expenses incurred in the course of employment, and (2) trainings including for all P.O.S.T Certified trainings beyond the amount reimbursed by P.O.S.T. and non-P.O.S.T trainings.
205. The reasonable and necessary expenses that the City and the Association intend these monies to cover are the following items:
- Flashlight, flashlight charger or batteries, flashlight holder
  - Shooting glasses, ear protection
  - Gun cleaning kit
  - Fanny gun pack or other type of plain clothes gun carrying case
  - Attaché case or Briefcase
  - Duffel bag/equipment bag for carrying or storing BDU gear
  - Wallet flat badge, belt holder for issued badge, plain clothes badge holder that hangs from neck chain
  - Utility folding knife
  - SFDAI polo shirts, jacket cap
  - Riot gear (helmet, shield, 36” baton and grommet)
  - Binoculars
  - Cellular telephone, car adapter, and spare battery
  - Various books, e.g. Thomas Street Guide, California Penal Code, Criminal Investigations Manual
  - Luggage Cart
  - Vinyl portfolio or metal report folder
  - Gloves
  - Uniform patches
  - Whistle
  - Raingear – jacket, pants, hood
  - The replacement of Department-Issued Safety Equipment
206. b. The trainings that the City and the Association intend these monies to cover are the following:

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- California Department of Justice – Organized Crime Training
- National White Collar Crime Center Training
- California Welfare Fraud Investigators Training
- California State District Attorney Investigator Training
- Child Abduction and Recovery Training
- Child Abduction Intervention and Resource Training
- California Arson Investigators Training
- Environmental/Hazard Material Investigators Training
- California Sexual Assault Investigators Training
- High Tech Crime Investigators Training
- Cyber Crime Training
- California Insurance Fraud Training
- Real Estate Fraud Training
- Narcotics-related Training
- Elder Abuse Training
- Domestic Violence Training
- Northern California Fraud Investigators Training
- Training offered at the FBI National Academy and Federal Law Enforcement Center
- Training on Interviewing and Preparing Children for Court
- Training by the California Law Enforcement Association of Background Investigation
- Consumer Fraud Training

207. The City will provide each District Attorney Investigator with peace officer status (classes 8146/8550, 8147/8552 and 8149/8554 and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit) with body armor, specifically soft body armor vests, that meet the National Institute of Justice Standard 0101.03 and a minimum threat level protection IIIA. Soft body armor replacement shall be made available in accord with the manufacturer's recommended replacement schedule.

208. The City agrees to provide each District Attorney Investigator in classifications 8146/8550, 8147/8552 and 8149/8554, who is new to City employment, with the following items:

a. Department-Issued Safety Equipment

Boots – Rocky Black
Windbreaker (Raid Jacket)
Vest Carrier
5.11 Tactical Jacket with ID Panels

Effective July 1, 2022, current employees are eligible to receive a Vest Carrier and a 5.11 Tactical Jacket with ID Panels.



**ARTICLE IV – WORKING CONDITIONS**

- b. Department-Issued Safety Equipment, which shall be returned upon separation from City service or transfer out of the department:

.40 Caliber Semi-Automatic Handgun (shall be registered to the City)  
ASP Baton  
Holster  
Digital Recorder  
Handcuffs, handcuff keys  
Cellular telephone

209. The City shall establish a \$6,000.00 annual training fund to be used to provide training to employees covered by this Agreement that is relevant to the job of District Attorney Investigator. All such trainings must be approved in advance by the District Attorney and costs will be reimbursed according to the Controller's reimbursement guidelines. Once the \$6,000.00 cap has been reached, no further funds will be made available.

**IV.B. PAPERLESS PAY POLICY**

**DIRECT DEPOSIT OF PAYMENTS**

210. The Citywide “Paperless Pay” Policy applies to all City employees covered under this agreement.
211. 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. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
212. 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.
213. Under the policy, all employees will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
214. 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;

**ARTICLE IV – WORKING CONDITIONS**

215. 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.
216. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
217. The parties mutually agree that employees may print out pay advices during work hours.

**IV.C. TELECOMMUTE**

Telecommute

218. An employee who meets the Telecommuting Program eligibility criteria and guidelines may apply to participate in the Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Either a telecommuting employee or the City may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City's Human Resources Director, whose decision shall be final and binding. Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedure of this Agreement.

**ARTICLE V – SCOPE**

**V.A. SCOPE OF AGREEMENT**

219. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.
220. In the event the City seeks to institute any change in methods or operations within the scope of representation, which it believes is not covered by this Agreement, the City shall so notify the Association and shall meet and confer with the Association pursuant to the provisions of the Meyers-Milias-Brown Act prior to instituting such change.
221. The City agrees to meet with the Association, upon the Association's request, after the new District Attorney has taken office to discuss work schedules, including the Association's request to have paid meal breaks.

**V.B. DURATION OF AGREEMENT**

222. The term of this Agreement shall be from July 1, 2024 through and inclusive of June 30, 2027, with no reopeners.

**V.C. SAVINGS CLAUSE**

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





## **ATTACHMENT A – Compensation Grades**

**For current rates of pay, please refer to the City and County of San Francisco’s Classification & Compensation database located at <https://sfdhr.org/classification-and-compensation-database>.**

## **APPENDIX A: ASSOCIATION ACCESS TO NEW EMPLOYEES PROGRAM**

### **I. Purpose**

The purpose of this agreement is to memorialize the rights and obligations of the City and the Association in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Association 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 Association 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 Association 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 Association agrees to provide the City with a single point of contact (hereinafter, Association NEO Coordinator) and the City agrees to provide the Association with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Association 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 Association. 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 Association 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 Association 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 Association 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 Association 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 Association 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 Association shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Association's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Association to meet with newly-hired employees is limited to only those employees whose classifications fall within the Association's bargaining unit. The City shall ensure privacy for the Association'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 Association presentations on the agenda. The Association's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Association's representatives may be an Association member designated by the Association. 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 Association may request release of a Association 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 Association agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures:** In the event the Association identifies one or more new employees who did not attend the Association's presentation as described in Section E., above, the Association may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15)

minute time slot for the Association 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 Association 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 Association's representatives may be a Association member designated by the Association, 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 Association may request release of a Association 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 Association 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 Association 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 Association 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 Association NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Association'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 Association in lieu of attending a Citywide or Departmental NEO, a private meeting with the Association as provided for in Section F., above, or a Periodic Association Orientation as provided for in Section G., below.
- G. Process for Periodic Association Orientations:** By mutual agreement, the Association NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Association orientations. Periodic Association orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Association 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 Association access to 311 Customer Service Agent Training.

- H. Association Orientation Presentations:** The Association agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Association 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 Association membership.

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Association 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 Association 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 Association agrees to hold the City harmless for any disputes that arise between the Association 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)**



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**AND**

**THE SAN FRANCISCO DISTRICT ATTORNEY  
INVESTIGATORS' ASSOCIATION**

**JULY 1, 2024 TO JUNE 30, 2027**

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**ARTICLE I - REPRESENTATION**

- 1. **THIS COLLECTIVE BARGAINING AGREEMENT** (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") through its designated representatives and the San Francisco District Attorney Investigators' Association (hereinafter "Association").

**I.A. RECOGNITION**

- 2. The City acknowledges that the Association has been properly certified as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance, for the following classifications:

*Class OT Symbol Title*

8146	L	District Attorney's Investigator
8147	L	Senior District Attorney's Investigator
8149	Z	Assistant Chief District Attorney's Investigator
8550	L	District Attorney's Investigator (SFERS)
8552	L	Senior District Attorney's Investigator (SFERS)
8554	Z	Assistant Chief District Attorney's Investigator (SFERS)

- 3. Recognition shall be extended to individual classes appropriately accreted to existing bargaining units covered by this Agreement, and this Agreement shall apply prospectively to such classes.

**I.B. INTENT**

- 4. It is the intent of the parties signatory hereto that the provisions of this Agreement shall not become binding until adoption or acceptance by the Board of Supervisors by appropriate action in accord with City Charter §A8.409 and ratification by the Association.
- 5. Upon adoption, the provisions of this Agreement shall supersede and control over contrary or contradictory Charter provisions, ordinances, resolutions, rules or regulations of the City to the extent permissible by Charter §A8.409.

**I.C. OBJECTIVE OF THE CITY**

- 6. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
- 7. The Association recognizes the City's right to establish and/or revise performance levels, standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules, and to measure the

performance of each employee or group of employees.

8. Employees who work at less than acceptable levels of performance as determined by the District Attorney may be subject to disciplinary measures in accordance with any rights they may have under Government Code 3300 et seq. Nothing in this Agreement shall be construed to alter, modify, or restrict in any manner the exercise of the rights, authority or discretion conferred on the District Attorney by Charter Section 10.104(13) which states that District Attorney's Investigators "serve at the pleasure of the appointing authority."

**I.D. MANAGEMENT RIGHTS**

9. The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the District Attorney's Office and its employees. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This Paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

**I.E. NO STRIKE PROVISION**

10. During the period of time this Agreement is in effect, the Association and members of the bargaining unit agree not to initiate, engage in, cause, instigate, encourage or condone a strike, work stoppage, slowdown, mass absenteeism, sympathy strike, or any other disruptive activities which are detrimental to the conduct of City and County business and services.

**I.F. NEGOTIATION RESPONSIBILITY**

11. 1. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in matters within the scope of representation as specified in Government Code §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.
12. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
13. 2. If the Association does not respond within fifteen (15) calendar days from the date of receipt or written notification of a proposed change as described above in subsection 1, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
14. 3. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes within fifteen (15) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

15. 4. Except as provided in subsection 3, above, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration of this Agreement.
16. 5. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Agreement may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

**I.G. GRIEVANCE PROCEDURE**

17. A grievance is any dispute, which involves the interpretation or application of any provisions of the Collective Bargaining Agreement relating to working conditions arising out of this Agreement, including the denial of a step increase under paragraph 153 (Satisfactory Performance). Grievances may be initiated by either an employee or the Association; provided, however, only the Association may submit a grievance to arbitration. Disciplinary matters are excluded from the provisions of this Section. Grievances must be in writing and include:
  - 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 Agreement which the Grievant believes has been violated; and
  - c. The remedy or solution being sought by the Grievant.
18. The City shall return any grievance that does not include the information specified above. The Grievant may resubmit a grievance adding missing information, and all dates and other provisions shall be triggered off the new submission date. If the Grievant submits the amended grievance within fourteen (14) calendar days from the date the City returned the grievance, the City will not deny the grievance based on timeliness, unless the City asserts the original grievance was not timely. Failure of the Grievant to follow the time limits, unless mutually extended, shall cause the grievance to be withdrawn. Failure of the City to follow the time limits shall serve to move the grievance to the next step. Grievances shall be processed in the following manner:
  1. Step I
19. a. The grievance shall be presented either by the employee or by an authorized Association representative to the designated supervisor of the employee within fifteen (15) calendar days after the cause of such grievance occurs.
20. b. The designated supervisor shall have fifteen (15) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily

adjusted within this period, within fifteen (15) calendar days of receipt of the supervisor's response, the grievance shall be presented in writing either by the employee or by an authorized Association representative to the department head or to such representative as the department head may designate.

2. Step II
  21. a. The Step II grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step.
  22. b. The department head or a designee shall have fifteen (15) calendar days from date of receipt of grievance in which to respond. If the grievance is not satisfactorily adjusted within this period, within fifteen (15) calendar days of receipt of the department head's decision, the grievance shall be presented in writing either by the employee or by an authorized Association representative to the Employee Relations Division or designee.
3. Step III
  23. a. The Step III grievance shall contain a specific description of the basis for the grievance, the resolution desired, and specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. **The Step III grievance shall also include copies of all earlier correspondence (i.e. earlier grievance submissions and responses), materials, and evidence submitted at the earlier Steps of the Grievance Procedure, and any evidence to support the submission at Step III.**
  24. b. The Employee Relations Division (ERD) shall have thirty (30) calendar days from date of receipt of the grievance in which to respond. If the grievance is not satisfactorily adjusted by ERD, within fifteen (15) calendar days of receipt of the ERD response, the Association has the right to advance the grievance to final and binding arbitration before an impartial arbitrator by submitting a request for arbitration to the ERD Director. 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 ERD Director, via US mail, within thirty (30) calendar 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) calendar days of that letter, the grievance is deemed withdrawn. The City Attorney's Office and the Association shall pick an impartial arbitrator by mutual agreement. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation including preparation and post hearing briefs, if any. 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.
  25. Decisions of arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the City and County of San

Francisco. It is the intent of this provision that Arbitrator Awards be implemented.

26. No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance.
27. Proposals to add to or change this Agreement or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate Agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator shall have the power to amend or modify this Agreement or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
28. All complaints involving or concerning the payment of compensation shall be initially filed in writing with the District Attorney or the authorized representative. Only such complaints which allege that employees are not being compensated in accordance with the provisions of this Agreement shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Agreement which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.
29. In no event shall a grievance include a claim for monetary relief for more than a thirty (30) calendar day period prior to the initiation of the grievance, nor shall an arbitrator award such monetary relief.
30. Time Off for Grievances. If an employee desires the assistance of a representative of the Association in the processing of a grievance, the City agrees to permit one (1) Association representative reasonable time off during regular work hours, without loss of compensation or other benefits for this purpose. The grievant and/or authorized representative shall obtain the approval of their immediate supervisor before leaving their duty or work station or assignment for the purpose of processing a grievance.

#### I.H. EMPLOYEE REPRESENTATIVES

**30a. On July 1 of each year, the Union shall furnish to the Department of Human Resources Employee Relations Division a written list of Union Representatives with their assigned roles. During the course of the year, the Union shall amend the list as needed to ensure that the list is accurate and up to date.**

31. Employee representatives shall be allowed to distribute Association material and contact members on City property, provided the contact will be made during the employees' rest periods or before or after their work.
32. Up to two (2) official Association representatives shall be allowed time off without loss of pay to meet and confer with representatives of the City and County of San Francisco on matters within the scope of representation as provided in Administrative Code §16.2198, which is appended for informational purposes only.

33. A DAIA representative shall not represent an employee in a disciplinary matter if the representative is a witness or otherwise personally involved in the matter.

**I.I. ASSOCIATION SECURITY**

**1. AUTHORIZATION FOR PAYROLL DEDUCTIONS**

34. a. The Association shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Association Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Association. "Contributions" as used in this Section I.I. means Association membership dues, initiation fees, premiums for Association 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 Association.
35. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Association of a request, in accordance with the Procedure. The Procedure shall include, and the Association must provide with each request, a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Contributions, the Association 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 Association, and make the requested deduction changes only upon receipt of a proper certification.
36. c. The Procedure is the exclusive method for the Association to request the City to initiate, change or cancel deductions for Contributions.
37. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Association, but only if the Association 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.
38. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Association authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Association 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 Association a copy of any authorization form that it receives directly from a represented employee.



39. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Association, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Association a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
40. 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 Association in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
41. h. With the exception of subsection (e) above, the Association 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 Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the Association and represented employees about Association 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 Association. The Association shall respond to such employee inquiries within no less than 10 business days.

## 2. INDEMNIFICATION

42. The Association 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 judgements, arising from or related to the City's compliance with this Section I.I. The Association 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 Association; (ii) the City shall provide any assistance that the Association may reasonably request for the defense of the claim; and (iii) the Association 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 Association 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 related to

compliance with this Section I.I. brought by the Association 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 Contributions deduction, as provided in subsection 1.

**I.J. ASSOCIATION ACCESS**

43. The City shall provide the Association reasonable access to all work locations 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 as any rules and regulations agreed to by a City agency or department and the Association.
44. The 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.
45. The 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.
46. The City may require an agency or department representative to escort Association representatives (other than active DA Investigators) when the Association 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.
47. Nothing in this Section is intended to disturb existing City agency or departmental Association access policies. Further, City agencies or departments may implement additional rules and regulations after meeting and conferring with the Association.

**ARTICLE II – EMPLOYMENT CONDITIONS**

**ARTICLE II – EMPLOYMENT CONDITIONS**

**II.A. NON DISCRIMINATION CLAUSE**

48. The City and the Association 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 rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
49. Neither the City nor the Association shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.

**II.B. FAIR LABOR STANDARDS ACT**

50. The City agrees that it will, at a minimum, compensate in a manner and consistent with the Fair Labor Standards Act. No employee covered by this Agreement shall suffer any reduction in benefits as the result of the application of this language.

**II.-C. INJURY RELATED LEAVES**

51. The City will make a good faith effort to return employees who have sustained an occupational or non-occupational injury or illness to temporary modified duty within the employee’s medical restriction. Duties of the modified assignment may differ from the employee’s regular job duties and/or from job duties regularly assigned to employees in the injured employee’s class. Where appropriate modified duty is not available within the employee’s classification, on the employee’s regular shift, and in the employee’s department, the employee may be temporarily assigned pursuant to this section to work in another classification, on a different shift, and/or in another department, provided the assignment must be approved by the District Attorney and does not violate Section 3303(j) of the Government Code. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration, except that alleged violations of Government Code Section 3303(j) shall be subject to grievance and/or arbitration. Modified duty assignments may not exceed three (3) months.
52. An employee who is absent because of an occupational or non-occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee’s accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee’s Appointing Officer’s approval.
53. An employee who wishes to not supplement, or wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee’s normal salary unless the employee makes an alternative election as provided in this section.
54. Salary may be paid on regular time-rolls and charged against the employee’s sick leave with pay, vacation or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
55. Sick leave with pay, vacation or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
56. Nothing in this Agreement is intended to affect any rights an employee covered by this Agreement may have under Labor Code Section 4850.

**II.D. LAYOFFS**

57. Advance Notice. Any employee whose position is eliminated shall be given at least thirty (30) calendar days’ advance written notice. The Association shall receive a copy of any layoff notice.
58. Displacements. The City will provide ten (10) business days’ notice to employees who are

subject to displacement due to layoffs. To the extent this notice period extends beyond the date the displacing employee is to start in the position, the employee who is to be displaced will be placed in a temporary exempt position in the employee’s classification and department for the remainder of the notice period.

- 59. Request to Meet & Confer. Prior to any layoff, the Association shall have ten (10) calendar days from the date of the layoff notice, as specified in subsection 1 above, to make a written request to meet and confer with the City. If such request is provided, the City shall meet and confer to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.
- 60. The Association’s rights under this provision shall not alter the effective date of the layoffs without the written agreement of the City.

**II.E. LABOR MANAGEMENT COMMITTEE**

- 61. The parties have established a Joint Labor Management Committee with equal representation from both the City and the Association.  
Scope:
  - 62. a. to give advice and make recommendations regarding the meaning, interpretation, or application of this Agreement;
  - 63. b. to give advice and make recommendations regarding issues which both the City and the Association agree to submit to the Joint Labor Management Committee;
- 64. The Joint Labor Management Committee shall meet at a minimum on a quarterly basis, and otherwise as needed. By mutual agreement, the Committee may discuss grievance matters subject to arbitration.
- 65. The Committee will begin with a review of workload. The parties recognize that though workload fluctuates for various reasons, an employee’s normal workload should conform to a regular 40-hour workweek to the extent possible.
- 66. The Committee is specifically empowered to establish such sub-committees as may be needed to consider and recommend solutions to workplace issues and concerns.

## ARTICLE III - PAY, HOURS AND BENEFITS

### III.A. SCHEDULES OF COMPENSATION

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

68. Base wages shall be increased as follows:

~~Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.~~

~~Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 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 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.~~

~~Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 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 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.~~

**68a. Effective July 1, 2024, represented employees shall receive a 1.5% wage increase.**

**68b. Effective January 4, 2025, represented employees shall receive a 1.5% wage increase.**

**68c. Effective June 30, 2025, at close of business, represented employees shall receive a 1% wage increase.**

**68d. Effective July 1, 2025, represented employees shall receive a 1% wage increase.**

**68e. Effective January 3, 2026, represented employees shall receive a 1.5% wage increase.**

**68f. Effective June 30, 2026, at close of business, represented employees shall receive a 2% wage increase.**

**68g. Effective January 2, 2027, represented employees shall receive a 2% wage increase.**

**68h. Effective June 30, 2027, at close of business, represented employees shall receive a 2.5% wage increase.**

**68i. Because of the wage structure of this proposal, no wage deferrals/offramps will be**

**utilized.**

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

**III.B. WORK SCHEDULES**

**1. NORMAL WORK SCHEDULES**

70. a. Unless otherwise provided in this agreement, a normal work day is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

71. Upon request of the appointing officer, the Department of Human Resources may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour work week in four, five or six consecutive days. Such change in the number of work days shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-day, forty hour-a-week employees.

72. All classifications of employees having a normal work day of eight (8) hours within nine (9) hours may voluntarily work in flex-time programs authorized by appointing officers and may voluntarily work more than or less than eight (8) hours within twelve (12) hours, provided, that the employee must work five (5) days a week, eighty (80) hours per payroll period, and must execute a document stating that the employee is voluntarily participating in a flex-time program and waiving any rights the employee may have on the same subject.

73. The Employee Relations Division of the Department of Human Resources may authorize any department head, board or commission to meet and confer with an employee, group of employees, or their representatives on proposals offered by the employee, group of employees, or their representatives or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include but are not limited to core-hour flex time, full time work weeks of less than five (5) days, work days of less than eight (8) hours or a combination of plans which are mutually agreeable to the employee, group of employees, and their representatives and the department concerned. Any such agreement shall be submitted to the Mayor's Budget Office for its approval or rejection.

74. b. A normal work week is a tour of duty on each of five consecutive days.

c. City-Wide Voluntary Reduced Work Week

75. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the Human Resources Director, 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 nor less than three (3) continuous months during the fiscal year. Pay, Vacation, Holidays and Sick Pay shall be reduced in accordance with such reduced work week.



d. Exceptions

76. Covered employees unable to work due to inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances shall be compensated as follows:
77. (i.) Employees who receive at least 2-hours advance notice that work is not available shall receive no compensation.
78. (ii.) Employees who are not given at least 2-hours advance notice and who report to work and are informed no work is available shall be paid for a minimum of two (2) hours.
79. (iii.) Employees who begin their shift and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

2. PART-TIME WORK SCHEDULE

80. A part-time work schedule is a tour of duty of less than forty hours per week.

3. SCHEDULING OF LUNCH AND REST BREAKS

81. Due to the unpredictable requirements, demands and nature of the investigative work performed by DA Investigators, members shall be afforded flexibility to schedule their unpaid lunch and rest breaks to efficiently perform their duties and accommodate the workflow of the Office of the District Attorney. Such scheduling requests shall be subject to approval of the Chief Investigator or the Captain in their absence. The Chief Investigator, or the Captain in their absence, shall take into consideration the needs, requirements and mission of the Department. This flexibility in scheduling is not intended to create a routine schedule of members taking their first or last hour of their shift for lunch and rest breaks. The Association and Chief Investigator will meet on a regular basis to ensure that the interests of the Department and Investigators are being met. This provision is intended to create a pilot program which will expire at the end of the term of this agreement and any disputes between the parties regarding this provision will not be subject to the grievance process set forth herein.

**III.C. COMPENSATION FOR VARIOUS WORK SCHEDULES**

1. PART-TIME WORK SCHEDULE

82. Salaries for part-time services shall be calculated upon the compensation for normal work schedules proportionate to the hours actually worked.

**III.D. ADDITIONAL COMPENSATION**

1. SUPERVISORY DIFFERENTIAL ADJUSTMENT

83. The Human Resources Director is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the

following conditions:

84. a. 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.
85. b. The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.
86. c. The classifications 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.
87. d. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
88. e. The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding, one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised.
89. If the application of this Section adjusts the compensation schedule of an employee in excess of the employee’s immediate supervisor, the pay of such immediate supervisor covered by this agreement shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of the employee’s highest paid subordinate, provided that the applicable conditions under this section are also met.
90. f. The decision of the Department of Human Resources as to whether the compensation schedule of the supervisory employee shall be adjusted in accordance with this section shall be final and shall not be grievable.
91. g. Compensation adjustments are effective retroactive to the beginning of the current fiscal year of the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.
92. To be considered, requests for adjustment under the provisions of this section must be received in the offices of the Department of Human Resources not later than the end of the current fiscal year.
93. h. In no event will the Human Resources Director approve a supervisory salary adjustment in excess of 2 full steps (approximately 10%) over the supervisor’s current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Human Resources Director may again review the

circumstances and may grant an additional salary adjustment not to exceed 2 full steps (approximately 10%).

- 94. i. It is the responsibility of the appointing officer to immediately notify the Department of Human Resources of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending.
- 95. j. An employee shall be eligible for supervisory differential adjustments only if they actually supervise the technical content or subordinate work and possess education and/or experience appropriate to the technical assignment.

## 2. STANDBY PAY

- 96. Employees who, as part of the duties of their positions are required by the appointing officer to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten percent (10) of their regular straight time rate of pay for the period of such standby service. To qualify for standby pay the Department must provide the employee with a cell phone or another type of electronic communication device and must assign the employee in writing to standby pay. When employees are called to perform their regular duties in emergencies during the period of standby service, they shall be paid while engaged in emergency service the usual rate of pay for service as provided herein. However, standby pay shall not be allowed in classes whose duties are primarily administrative in nature.
- 97. Employees assigned to standby status as part of the officer-involved shooting team shall be compensated for the period of standby status as follows: Employees may be assigned to standby when normally off-duty from 8 a.m. Monday to 8 a.m. the following Monday (“duty week”). For each duty week the employee is assigned to standby status, the employee shall receive eighteen (18) hours of compensatory time. When the Monday ending the employee’s standby assignment is an observed holiday, the employee’s standby assignment shall continue until Tuesday at 8 a.m. In such circumstances, the employee covering the Monday assignment shall receive an additional two (2) hours of compensatory time, and the employee assuming the standby assignment on Tuesday shall receive sixteen (16) hours of compensatory time for the employee’s assignment. Employees assigned to standby duties during the Thanksgiving and Christmas holidays shall receive an additional four (4) hours of compensatory time. In addition, when such employees are called to perform their regular duties in emergencies during the period of such standby status, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein.
- 98. If employees assigned to the child abduction unit or the arson task force are assigned to standby status when normally off-duty, the City shall notify the Association and agree to meet and confer regarding the compensation of such employees while on standby status.

## 3. CALL BACK

- 99. Employees (except those at remote locations where city supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of the employee’s work day and departure from the employee’s place of

employment, shall be granted a minimum of four (4) hours compensation (pay or compensatory time off as appropriate - “Z” employees can only take overtime in the form of compensatory time off) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on standby status. The employee’s work day shall not be adjusted to avoid the payment of this minimum.

4. ACTING ASSIGNMENT PAY

100. Adjustment of compensation shall occur if all the following conditions are met:

- 1) The assignment shall be in writing;
- 2) Assigned position must be budgeted;
- 3) The employee is assigned to perform the duties of a higher classification for eleven (11) consecutive work days, after which acting assignment pay shall be retroactive to the first (1<sup>st</sup>) day of the assignment.

101. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary grade that represents at least 5% above the employee’s base salary and that does not exceed the maximum step of the salary grade of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.

102. Where the above requirements are satisfied but an employee does not receive a premium, the employee must file a grievance within sixty (60) calendar days of not receiving acting assignment pay.

103. An employee who is asked to perform the duties of a higher classification is entitled to have the assignment in writing.

5. TIME OFF FOR VOTING

104. If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

6. JURY DUTY

105. 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.

106. 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.

107. 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.

108. 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.

**III.E. OVERTIME COMPENSATION**

109. 1. Appointing officers may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the appointing officer or the appointing officer’s designated representative or any hours suffered to be worked by an employee, exclusive of part-time employees, in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate; provided that employees working in classifications that are designated in Section III.B. of this Agreement as having a normal work day of less than eight (8) hours or a normal work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified normal hours until they exceed eight (8) hours per day or forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eight hours in a day or eighty hours per payroll period. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
110. There shall be no eligibility for overtime compensation if there has been sick pay, sick leave or disciplinary time off on the preceding workday, or if sick pay, sick leave or disciplinary time off occurs on the workday following the last overtime assignment.
111. The Department of Human Resources shall determine whether work in excess of eight (8) hours a day performed within a sixteen (16) hour period following the end of the last preceding work period shall constitute overtime or shall be deemed to be work scheduled on the next work day.
112. No appointing officer shall require an employee not designated by a “Z” symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are legally unavailable to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half, pursuant to subsection 2, below.
113. 2. Employees occupying positions determined by the Department of Human Resources as being exempt from the Fair Labor Standards Act and designated by a "Z", shall not be paid for over-time worked but may be granted compensatory time off (“CTO”) at the rate of one-and-one-half times for time worked in excess of normal work schedules. Except as provided below, those employees occupying positions designated "Z" shall not accumulate in excess of (300) hours calculated at time and one half; provided, however, that the 8149/8554 Assistant Chief District Attorney Investigator (“ACDAI”) assigned to the Officer Involved Shooting (“OIS”) detail shall be allowed to accrue and maintain a compensatory time balance of four hundred and eighty (480) hours while the employee is assigned to that detail. Once that ACDAI is no longer in that position and on that detail, the employee will not be able to earn additional CTO until the employee is under the three hundred (300) hour cap Any employees who has a compensatory time

balance in excess of three hundred (300) hours on July 1, 2019 may maintain their compensatory balance, but may not accrue any additional compensatory time until their balance drops below three hundred (300) hours.

- a. Those employees subject to the provisions of the Fair Labor Standards Act and designated as non-“Z” and “L”, who are required or suffered to work overtime shall be paid in salary unless the employee and the Appointing Officer mutually agree that in lieu of paid overtime, the employee shall be compensated with compensatory time off. Compensatory time shall be earned at the rate of time and one half. Those employees occupying positions designated non-“Z” or “L”, shall not accumulate in excess of three hundred (300) hours. Any employee designated non-Z or L who has a compensatory time balance in excess of three hundred (300) hours on July 1, 2019 may maintain their compensatory balances, but may not accrue any additional compensatory time until their balance drops below three hundred (300) hours. Employees who accrue CTO when their CTO balances are 300 hours or more will be paid cash overtime pay. The City may, in its discretion, pay off CTO balances in excess of 300 hours back down to 300 hours. Subject to availability of funds, a non-“Z” classified employee, upon the employee’s request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer. An employee who is appointed to a position in another department shall have the employee’s entire compensatory time balances paid out at the rate of the underlying classification prior to appointment. An employee who is appointed to a position in a higher, Non-“Z” or “L” designated classification shall have the employee’s entire compensatory time balances paid out at the rate of the lower classification prior to promotion. Non-“Z” or “L” classified employee, at the employee’s option, may carry over forty (40) hours of accrued compensatory time to the position in a higher classification within the department.

114. The use of any sick leave shall be excluded from determining hours worked in excess of 40 hours in a week for determining eligibility for overtime payment.

**III.F. HOLIDAYS AND HOLIDAY PAY**

115. 1. A holiday is calculated based on an eight-hour day. The following days are designated as holidays:

- January 1 (New Year's Day)
- the third Monday in January (Martin Luther King, Jr.’s birthday)
- the third Monday in February (Presidents' Day)
- the last Monday in May (Memorial Day)
- June 19 (Juneteenth)
- July 4 (Independence Day)
- the first Monday in September (Labor Day)
- the second Monday in October (Indigenous Peoples Day, Italian American Heritage Day)
- November 11 (Veterans' Day)
- Thanksgiving Day

the day after Thanksgiving  
December 25 (Christmas Day)

116. Provided further, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
117. 2. 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.

### **III.G. HOLIDAY ELIGIBILITY**

118. Four (4) floating days off in each fiscal year to be taken on days selected by the employee subject to the approval of the appointing officer subject to prior scheduling approval of the appointing officer. Employees (both full time and part-time) ~~must complete six (6) months continuous service to~~ establish initial eligibility for the floating days off upon appointment. Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off ~~may not~~ shall be carried forward from one fiscal year to the next except with the approval of the Appointing Authority. No compensation of any kind shall be earned or granted for floating days off not taken off.

### **III.H. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

119. Employees who have established initial eligibility for floating days off and who subsequently separate from City employment, may, at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

### **III.I. HOLIDAYS THAT FALL ON A SATURDAY**

120. 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. 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 or next fiscal year.

### **III.J. HOLIDAY COMPENSATION FOR TIME WORKED**

121. Employees required by their respective appointing officers to work on any of the above specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one additional day's pay at time-and-one-half the usual rate in the amount of 12 hours pay for 8 hours worked or a proportionate amount for less than 8 hours worked provided, however, that at the employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section III.E.2.
122. Executive, administrative and professional employees designated in the Annual Salary



Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of-one-and-one-half times for work on the holiday.

**III.K. HOLIDAY PAY FOR EMPLOYEES LAID OFF**

- 123. An employee who is laid off at the close of business the day before a holiday who has worked not less than five previous consecutive work days shall be paid for the holiday.

**III.L. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS**

- 124. Part-time employees, including employees on a reduced work week schedule, who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holidays as provided herein on a proportionate basis.
- 125. 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 scheduled to 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.
- 126. 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 appointing officer.

**III.M. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION**

- 127. Persons employed for holiday work only, or persons employed on a part-time 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.

**III.N. SALARY STEP PLAN AND SALARY ADJUSTMENTS**

- 128. 1. 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
- 129. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Department of Human Resources shall have the respective salary adjusted to that step in the promotive class as follows:
- 130. (1) If the employee is receiving a salary in the employee’s present

classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

131. (2) If the employee is receiving a salary in the employee's present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of 7.5% above the salary received in the class from which promoted. The proper step shall be determined by the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
132. (3) If the appointment deemed promotive described above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with subsections 1 & 2, above.
133. For purpose of this section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.
- b. Non-Promotive Appointment
134. An employee or officer who is a permanent appointee following completion of the probationary period or six months of permanent service, and who accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then 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 schedule. Further increments shall be based upon the seniority increment anniversary date in the prior appointment.
- c. Appointment above Entrance Rate
135. Appointments may be made by an appointing officer at any step in the salary grade under one or more of the following conditions: experience, education/training, skill and/or performance.
- d. Exempt Appointive Position
136. An employee who holds an exempt appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another exempt appointive position with the same or lesser salary schedule, shall receive a salary in the second position based upon the

relationship of the duties and responsibilities and length of prior continuous service as determined by the Department of Human Resources.

e. Reappointment within Six Months

137. A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

2. **COMPENSATION ADJUSTMENTS**

138. When an employee promoted to a higher class during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same schedule step during the current fiscal year the employee's salary shall be adjusted on July 1, to the rate the employee would have received had the employee been promoted in the current fiscal year.

139. The Department of Human Resources is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional.

3. **FEDERAL MINIMUM WAGE**

140. Notwithstanding any of the other provisions contained herein, no employee working in a federally funded position shall be paid at a rate less than the established Federal Minimum Wage if that is a condition upon receipt of the Federal funds.

**III.O. METHODS OF CALCULATION**

1. **BI-WEEKLY**

141. 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.

2. **PER DIEM OR HOURLY**

142. 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.

**III.P. SENIORITY INCREMENTS**

1. **ENTRY AT THE FIRST STEP**

143. Employees who, at the time of hire, have one (1) year or less of law enforcement experience, shall be placed at the first step of the salary range. Permanent employees shall advance to the second step and to each successive step upon completion of the one

year required service.

2. ENTRY AT OTHER THAN THE FIRST STEP

144. Employees who, at the time of hire, have two (2) or more years of law enforcement experience, shall be placed at the step of the salary range corresponding with their years of law enforcement experience (e.g., an employee with four (4) years of prior law enforcement experience shall be placed at Step 4 or higher); provided, however, the District Attorney may place the employee at a lower step if this action is accompanied by a written explanation to the Association setting forth the lawful basis relied upon by the District Attorney for assigning the employee to a lower step. For example, a lower step may be justified by a significant break in service. Employees who enter a classification at a rate of pay at other than the first step shall advance one step upon completion of the one year required service. Further increments shall accrue following completion of the required service at this step and at each successive step.

3. DATE INCREMENT DUE

145. Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class, unless otherwise provided herein.

4. EXCEPTIONS

146. An employee shall not receive a salary adjustment based upon service as herein provided if the employee has been absent by reason of suspension or on any type of leave without pay (excluding a military, educational, or industrial accident leave) for more than one-sixth of the required service in the anniversary year, provided that such employee shall receive a salary increment when the aggregate time worked since the employee's previous increment equals or exceeds the service required for the increment, and such increment date shall be the employee's new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

147. Satisfactory Performance. An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Appointing Officer shall notify an affected employee at least sixty (60) calendar days prior to the employee's salary anniversary date of intent to withhold a step increase. However, if unsatisfactory performance occurs within the sixty days before the employee's salary anniversary date, the Appointing Officer shall provide notice of intent to withhold a step increase within a reasonable time. The notice shall be in writing and shall provide reason(s) and/or explanation for the denial.

148. The denial of a step increase is subject to the grievance procedure, including final and binding grievance arbitration. An employee's performance evaluation(s) may be used as evidence by either party in a grievance arbitration; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

149. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement on the employee's salary anniversary date the following fiscal year.

However, at any time before that date, the Appointing Officer, in the Appointing Officer's sole discretion, may grant the employee the withheld step increase, to be effective on or after the first pay period following the Appointing Officer's decision, with no retroactive payment allowed.

- 150. An employee's salary anniversary date shall be unaffected by this provision.
- 151. In administering this subsection (a), the City affirms its commitment to a meaningful employee performance evaluation and notice process.

**III.Q. ADDITIONAL BENEFITS**

152. The following contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings, compensation for overtime worked, premium pay, 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.

**1. HEALTH AND WELFARE AND DENTAL INSURANCE**

153. 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.

154. a. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of these bargaining unit members.

155. b. Hepatitis B Vaccine. The City shall provide at its expense Hepatitis B vaccine immunization for all bargaining unit members.

156. c. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

**2. HEALTH COVERAGE EFFECTIVE JANUARY 1, 2015**

157. Effective January 1, 2015, the contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), as described below:

**a. Employee Only:**

158. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

**b. Employee Plus One:**

159. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

**c. Employee Plus Two or More:**

160. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

**d. Contribution Cap**

161. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

**e. Average Contribution Amount**

162. For purposes of this agreement, and to ensure that all employees enrolled in health insurance through the City’s Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City’s health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

**3. MEDICALLY SINGLE EMPLOYEES OUTSIDE OF HEALTH COVERAGE AREAS**

163. Notwithstanding any other provision of this Agreement, for “medically single employees” (Employee Only) who are permanently assigned by the City to work in areas outside of the health coverage areas of Kaiser and Blue Shield for the term of this

Agreement, the City shall continue to contribute one hundred percent (100%) of the premium for the employees’ own health care benefit coverage.

**III.R. RETIREMENT**

164. Employees in CalPERS shall pay their own employee retirement contribution in the amount of nine percent (9%) of covered gross salary. Employees in SFERS shall pay their own retirement contribution in the amount required by the San Francisco Charter.

1. Proposition C Employee Cost-Sharing:

165. The parties recognize the requirement under Charter Section A8.409-9 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. 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%.

166. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory statutory employee contribution described in paragraph 177, plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.409-9 (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 Prop. C Contribution will be 2.5% of covered compensation for miscellaneous safety bargaining unit members in CalPERS earning at the annual rate of less than \$100,000, and 3% of covered compensation for such bargaining unit members earning at the annual rate of \$100,000 or more.

Employer Contribution Rate for Comparable SFERS Employees	Misc Safety <\$100k	Misc Safety >\$100k
0%	(4.0%)	(5.0%)
0.01% - 1.0%	(4.0%)	(4.5%)
1.01% - 2.5%	(3.75%)	(4.25%)
2.51% - 4.0%	(3.5%)	(4.0%)
4.01% - 5.5%	(2.5%)	(3.0%)
5.51% - 7.0%	(2.0%)	(2.5%)
7.01% - 8.5%	(1.5%)	(2.0%)
8.51% - 10.0%	(1.0%)	(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%	1.0%	1.5%
15.01% - 17.5%	1.5%	2.0%
17.51% - 20.0%	2.0%	2.5%
20.01% - 22.5%	2.5%	3.0%
22.51% - 25.0%	3.5%	4.0%
25.01% - 27.5%	3.5%	4.0%
27.51% - 30.0%	3.75%	4.25%
30.01% - 32.5%	3.75%	4.25%
32.51% - 35.0%	4.0%	4.5%
35.01% +	4.0%	5.0%

167. 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.

168. 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

paragraph 177 to the extent of the Prop. C Contribution.

169. Any City pickup of an employee’s mandatory retirement contribution shall not be considered as a part of an employee's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of our percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.
170. 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 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.
2. Employee payment of employee contribution to CalPERS
171. For the duration of this agreement, members of the bargaining unit 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 a 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.
172. Pursuant to San Francisco Administrative Code Section 16.61-1(4)(a), the Association has elected to place all employees covered by this agreement into a full retirement status. The parties recognize that the implementation of full contribution rather than reduced contribution is irrevocable.
173. Although not a mandatory subject of bargaining, if requested in writing by the Association, the City agrees to meet and confer with the Association over a mutually satisfactory amendment to the City's contract with PERS to effect safety retirement improvements for represented employees. As set forth in Charter Section A8.506-2, any contract amendment shall be cost neutral. As set forth in Charter Sections A8.409-5 and A8.506-2, the parties acknowledge that any disputes remaining after meet and confer on a PERS contract amendment are not subject to the impasse resolution procedures in Charter Section A8.409.

174. Retirement Seminar Release Time. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this agreement to attend a pre-retirement planning seminar sponsored by SFERS or PERS.
175. 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 released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
176. All such seminars must be located within the Bay Area.
177. This section shall not be subject to the grievance procedure.

### **III.S. POST AND/OR EDUCATION PREMIUM PAY**

178. Employees in classifications 8146 District Attorney Investigator, 8147 Senior District Attorney Investigator and 8149 Assistant Chief District Attorney Investigator, and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit, who successfully maintain the State required minimum of completing twenty-four (24) hours of POST training within a twenty-four (24) month period, shall receive a premium equal to Four (4%) Percent of their base rate of pay.
179. Any employee who (1) was hired as a 8146 District Attorney Investigator, 8147 Senior District Attorney Investigator or 8149 Assistant Chief District Attorney Investigator (or any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit) before July 1, 1990, or (2) possesses a valid Advanced POST Certificate, shall receive a premium equal to ~~Six and One Half~~ Six point Eight Four Percent (~~6.5%~~6.84%) of the employee's base rate of pay. Any employee who receives the (~~6.5%~~) 6.84% premium shall not receive the 4% premium described in paragraph ~~184~~178.

### **III.T. BILINGUAL PAY**

180. Subject to the Department of Human Resources' approval, employees who are certified as bilingual and assigned to positions designated as bilingual by the department shall receive a bilingual premium of sixty dollars (\$60) per pay period. For purposes of this section, "bilingual" means the ability to interpret and/or translate non-English languages, including sign language for the hearing impaired and Braille for the visually impaired, and "certified" means the employee has successfully passed a language proficiency test approved by the Director of Human Resources. Given the small size of this bargaining unit, and the fact that the Investigators' work throughout the City, the Appointing Officer is authorized to designate as bilingual as many positions as the Appointing Officer believes is appropriate.
181. Effective January 1, 2020, at the City's discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

**III.U. SEVERANCE PAY**

182. The City agrees that when removing or releasing a represented employee from employment, the appointing officer will endeavor to inform the employee at least thirty (30) calendar days before the employee’s final day of work. In the event that the appointing officer fails or declines to inform an 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.
183. Due to the status of the represented employees as exempt from the City's civil service selection, appointment and removal procedures (as provided by the Charter), the City and the Association agree that in addition to the notice or pay in lieu thereof provided above, a represented employee who is removed or released from City service shall receive the following severance benefit in exchange for a release, in a form acceptable to the City, signed by the represented employee, and signed by the Association in its representative capacity for the employee, of any and all claims arising out of the employee's employment, removal or release from City service that the employee or the Association may have against the City, including any officer or employee thereof, and shall include a waiver of any right the employee may have to return to City employment, a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act, 29 U.S.C. 29 § 621 through U.S.C § 634:1 week of pay per completed year of service
184. For the purposes of this provision, "service" means paid service in job codes, 8146, 8147 or 8149 with a break of no more than two consecutive years in such service.
185. For purposes of this provision, “removed or released from City service” as used in paragraph 189 shall be interpreted and applied as follows for purposes of determining eligibility for severance pay:
186. a. A represented employee in job codes 8146, 8147, 8149, 8550, 8552 or 8554 who is reassigned to and accepts another position with the City is not entitled to severance pay;
187. b. A represented employee in job codes 8146, 8147, or 8149 who is reassigned to a position in job code 8132, may either (1) accept the reassignment and not receive severance pay or (2) treat the proposed reassignment as a release or removal from service and receive severance pay;
188. c. A represented employee in job code 8149 who is reassigned to job code 8146 or 8147, or a represented employee in job code 8147 who is reassigned to job code 8146, shall not be entitled to severance pay regardless of whether or not the employee chooses the reassignment.
189. Severance payments shall be made within thirty (30) days of the City receiving a fully executed release pursuant to this MOU.

**III.V. CHAPTER 12W PAID SICK LEAVE ORDINANCE**

190. San Francisco Administrative Code, Chapter 12W, Paid Sick Leave Ordinance, is expressly

waived in its entirety with respect to employees covered by this Agreement.

**III.W. VOLUNTEER/PARENTAL RELEASE TIME**

191. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
192. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. The employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

## ARTICLE IV - WORKING CONDITIONS

### IV.A. SAFETY EQUIPMENT AND TRAINING ACCOUNT FOR DISTRICT ATTORNEY INVESTIGATORS

193. All items in this Section apply solely to employees in classifications 8146/8550 – District Attorney Investigator, 8147/8552 – Senior District Attorney Investigator and 8149/8554 – Assistant Chief District Attorney Investigator (and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit).
194. a. Effective July 1, 2019, the City shall provide to employees in the bargaining unit a one-time wage adjustment of one percent (1%) to their base wages. This adjustment is intended to cover through the term of the MOU and on-going successor MOUs: (1) all reasonable and necessary expenses incurred in the course of employment, and (2) trainings including for all P.O.S.T Certified trainings beyond the amount reimbursed by P.O.S.T. and non-P.O.S.T trainings.
195. The reasonable and necessary expenses that the City and the Association intend these monies to cover are the following items:
- Flashlight, flashlight charger or batteries, flashlight holder
  - Shooting glasses, ear protection
  - Gun cleaning kit
  - Fanny gun pack or other type of plain clothes gun carrying case
  - Attaché case or Briefcase
  - Duffel bag/equipment bag for carrying or storing BDU gear
  - Wallet flat badge, belt holder for issued badge, plain clothes badge holder that hangs from neck chain
  - Utility folding knife
  - SFDAI polo shirts, jacket cap
  - Riot gear (helmet, shield, 36” baton and grommet)
  - Binoculars
  - Cellular telephone, car adapter, and spare battery
  - Various books, e.g. Thomas Street Guide, California Penal Code, Criminal Investigations Manual
  - Luggage Cart
  - Vinyl portfolio or metal report folder
  - Gloves
  - Uniform patches
  - Whistle
  - Raingear – jacket, pants, hood
  - The replacement of Department-Issued Safety Equipment
196. b. The trainings that the City and the Association intend these monies to cover are the following:

- California Department of Justice – Organized Crime Training
- National White Collar Crime Center Training
- California Welfare Fraud Investigators Training
- California State District Attorney Investigator Training
- Child Abduction and Recovery Training
- Child Abduction Intervention and Resource Training
- California Arson Investigators Training
- Environmental/Hazard Material Investigators Training
- California Sexual Assault Investigators Training
- High Tech Crime Investigators Training
- Cyber Crime Training
- California Insurance Fraud Training
- Real Estate Fraud Training
- Narcotics-related Training
- Elder Abuse Training
- Domestic Violence Training
- Northern California Fraud Investigators Training
- Training offered at the FBI National Academy and Federal Law Enforcement Center
- Training on Interviewing and Preparing Children for Court
- Training by the California Law Enforcement Association of Background Investigation
- Consumer Fraud Training

197. The City will provide each District Attorney Investigator with peace officer status (classes 8146/8550, 8147/8552 and 8149/8554 and any other District Attorney Investigator classification with peace officer status subsequently accreted to this bargaining unit) with body armor, specifically soft body armor vests, that meet the National Institute of Justice Standard 0101.03 and a minimum threat level protection IIIA. Soft body armor replacement shall be made available in accord with the manufacturer's recommended replacement schedule.

198. The City agrees to provide each District Attorney Investigator in classifications 8146/8550, 8147/8552 and 8149/8554, who is new to City employment, with the following items:

a. Department-Issued Safety Equipment

Boots – Rocky Black
Windbreaker (Raid Jacket)
Vest Carrier
5.11 Tactical Jacket with ID Panels

Effective July 1, 2022, current employees are eligible to receive a Vest Carrier and a 5.11 Tactical Jacket with ID Panels.

- b. Department-Issued Safety Equipment, which shall be returned upon separation from City service or transfer out of the department:

.40 Caliber Semi-Automatic Handgun (shall be registered to the City)  
ASP Baton  
Holster  
Digital Recorder  
Handcuffs, handcuff keys  
Cellular telephone

199. The City shall establish a \$6,000.00 annual training fund to be used to provide training to employees covered by this Agreement that is relevant to the job of District Attorney Investigator. All such trainings must be approved in advance by the District Attorney and costs will be reimbursed according to the Controller's reimbursement guidelines. Once the \$6,000.00 cap has been reached, no further funds will be made available.

#### **IV.B. PAPERLESS PAY POLICY**

##### **DIRECT DEPOSIT OF PAYMENTS**

200. The Citywide “Paperless Pay” Policy applies to all City employees covered under this agreement.
201. 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. Employees without computer access or who otherwise wish to receive a paper statement shall be able to receive hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
202. 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.
203. Under the policy, all employees will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
204. 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;



- 205. 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.
- 206. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
- 207. The parties mutually agree that employees may print out pay advices during work hours.

**IV.C. TELECOMMUTE**

Telecommute

- 208. An employee who meets the Telecommuting Program eligibility criteria and guidelines may apply to participate in the Telecommuting Program. As described more fully in the Telecommuting Program materials, telecommuting is a cooperative arrangement subject to the telecommuting appeal process. Either a telecommuting employee or the City may end a telecommuting arrangement at any time, however, telecommuting arrangements will not be denied or ended for an arbitrary or capricious reason. In the event a represented employee has a good faith belief that a telecommuting request is denied for an arbitrary or capricious reason, or that an existing telecommuting agreement was terminated for an arbitrary or capricious reason, the member may appeal the decision to the City’s Human Resources Director, whose decision shall be final and binding. Neither the Telecommuting Program nor this Section are subject to the grievance and arbitration procedure of this Agreement.

## ARTICLE V – SCOPE

### V.A. SCOPE OF AGREEMENT

209. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This agreement may be modified, but only in writing, upon the mutual consent of the parties.
210. In the event the City seeks to institute any change in methods or operations within the scope of representation, which it believes is not covered by this Agreement, the City shall so notify the Association and shall meet and confer with the Association pursuant to the provisions of the Meyers-Milias-Brown Act prior to instituting such change.
211. The City agrees to meet with the Association, upon the Association’s request, after the new District Attorney has taken office to discuss work schedules, including the Association’s request to have paid meal breaks.

### V.B. DURATION OF AGREEMENT

212. The term of this Agreement shall be from July 1, 2022~~4~~ through and inclusive of June 30, 2024~~7~~, with no reopeners.

### V.C. SAVINGS CLAUSE

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



## ATTACHMENT A – Compensation Grades

For current rates of pay, please refer to the City and County of San Francisco’s Classification & Compensation database located at <https://sfdhr.org/classification-and-compensation-database>.

## **APPENDIX A: ASSOCIATION ACCESS TO NEW EMPLOYEES PROGRAM**

### **I. Purpose**

The purpose of this agreement is to memorialize the rights and obligations of the City and the Association in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Association 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 Association 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 Association 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 Association agrees to provide the City with a single point of contact (hereinafter, Association NEO Coordinator) and the City agrees to provide the Association with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Association 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 Association. 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 Association 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 Association 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 Association 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 Association 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 Association 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 Association shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Association's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Association to meet with newly-hired employees is limited to only those employees whose classifications fall within the Association's bargaining unit. The City shall ensure privacy for the Association'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 Association presentations on the agenda. The Association's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Association's representatives may be an Association member designated by the Association. 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 Association may request release of a Association 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 Association agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures:** In the event the Association identifies one or more new employees who did not attend the Association's presentation as described in Section E., above, the Association may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15)

minute time slot for the Association 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 Association 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 Association's representatives may be a Association member designated by the Association, 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 Association may request release of a Association 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 Association 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 Association 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 Association 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 Association NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Association'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 Association in lieu of attending a Citywide or Departmental NEO, a private meeting with the Association as provided for in Section F., above, or a Periodic Association Orientation as provided for in Section G., below.

**G.** Process for Periodic Association Orientations: By mutual agreement, the Association NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Association orientations. Periodic Association orientations may be scheduled on an every-other-month, quarterly, or other basis.

The following Departments shall maintain existing Association 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 Association access to 311 Customer Service Agent Training.

**H.** Association Orientation Presentations: The Association agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Association 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 Association membership.

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Association 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 Association 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 Association agrees to hold the City harmless for any disputes that arise between the Association 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 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

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)

MATTHEW GOLDBERG  
 Arbitrator ♦ Mediator ♦ Attorney at Law  
 Oakland, California 94611

IN INTEREST ARBITRATION PROCEEDINGS PURSUANT TO  
 THE SAN FRANCISCO CITY CHARTER

In the Matter of a Controversy between:	)	
	)	
DISTRICT ATTORNEY INVESTIGATORS’	)	AWARD OF THE
ASSOCIATION,	)	ARBITRATION BOARD
	)	
Union,	)	
	)	
and	)	
	)	
THE CITY AND COUNTY OF	)	
SAN FRANCISCO,	)	
	)	
Employer.	)	
	)	

This arbitration arises pursuant to the impasse resolution procedures of the San Francisco City Charter. Impasse was reached in negotiations for a successor to the 2022-2024 Collective Bargaining Agreement between the **DISTRICT ATTORNEYS INVESTIGATOR’S ASSOCIATION** (“Association” or “Union” below) with the **CITY AND COUNTY OF SAN FRANCISCO** (“City” or “Employer” below).

**MATTHEW GOLDBERG** was selected to serve as Neutral Member of the Mediation/Arbitration Board (“Board”). **ROCKNE LUCIA** of Rains, Lucia, Stern served as Union panel member while **ANDREA MORELAND**, Chief Investigator for San Francisco District Attorney's Office, served as the City’s Board Member.

Formal mediation sessions took place on May 1 and 2, 2024, and resulted in resolution of all issues save one, “POST and/or Education Premium Pay,” contained in Contract Section III.S, paragraph 179. That issue was the subject of a formal arbitration hearing conducted on

May 3. All parties had full opportunity to examine and cross-examine witnesses, and to submit evidence and argument, which was done primarily by Power Point presentations. Oral closing statements followed.

**APPEARANCES:**

On behalf of the Union:

**PETER HOFFMAN**, Esq., of **RAINS LUCIA STERN ET AL., PC.**, 2300 Contra Costa Blvd, Suite 500, Pleasant Hill, CA 94523-3973

On behalf of the Employer:

**ARTHUR A. HARTINGER**, Esq., of **RENNE PUBLIC LAW GROUP LLP**, 350 Sansome Street, Floor 3, San Francisco, CA 94104-1307

**RELEVANT PORTIONS OF THE CITY CHARTER**

**A8.409-4 IMPASSE RESOLUTION PROCEDURES**

(a) Subject to Section A8.409-4(g), disputes pertaining to wages, hours, benefits or other terms and conditions of employment which remain unresolved after good faith bargaining between the City and County of San Francisco, on behalf of its departments, boards and commissions, and a recognized employee organization representing classifications of employees covered under this part shall be submitted to a three-member Mediation/Arbitration Board (“the Board”) upon declaration of impasse either by the authorized representative of City and County of San Francisco or by the authorized representative of the recognized employee organization involved in the dispute. . . .

(c) Any proceeding convened pursuant to this Section shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Board may hold public hearings, receive evidence from the parties and, at the request of either party, cause a transcript of the proceedings to be prepared. The Board, in the exercise of its discretion, may meet privately with the parties to mediate or mediate/arbitrate the dispute. The Board may also adopt other procedures designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the cost of the arbitration process.

(d) In the event no agreement is reached prior to the conclusion of the arbitration hearings, the Board shall direct each of the parties to submit, within such time limit as the Board may establish, a last offer of settlement on each of the remaining issues in dispute. The Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds by a preponderance of the evidence presented during the arbitration most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including, but not limited to: changes in the average consumer price index for goods and services; the wages,

hours, benefits and terms and conditions of employment of employees performing similar services; the wages, hours, benefits and terms and conditions of employment of other employees in the City and County of San Francisco; health and safety of employees; the financial resources of the City and County of San Francisco, including a joint report to be issued annually on the City's financial condition for the next three fiscal years from the Controller, the Mayor's budget analyst and the budget analyst for the Board of Supervisors; other demands on the City and County's resources including limitations on the amount and use of revenues and expenditures revenue projections the power to levy taxes and raise revenue by enhancements or other means; budgetary reserves; and the City's ability to meet the costs of the decision of the Arbitration Board. In addition the Board shall issue written findings on each and every one of the above factors as they may be applicable to each and every issue determined in the award. Compliance with the above provisions shall be mandatory.

### **THE ISSUE**

As indicated, this controversy focuses on the amount of the increase to the premium which should be paid to eligible employees pursuant to Contract Article III. S, 179.

The Union proposed that the premium be raised from the former 6.5% to 7.5% of the employee's base rate of pay. The City proposed that the increase should be from 6.5% to 6.84%.

Those eligible to receive the premium included unit members in the 8146 (District Attorney Investigator), 8147 (Senior District Attorney Investigator), and 8149 (Assistant Chief District Attorney Investigator) classifications and any other DA Investigator with peace officer status who was accreted to this bargaining unit hired before July 1, 1990 or possesses a valid Advanced POST Certificate.

### **DISCUSSION**

In support of its proposal, the Association points to the fact that this unit comprises such a small portion of the City's work force (36 FTE's with 33 active, or 1%) that the financial impact of its proposal would be negligible. As its members are sworn peace officers, the Association compares its wages, benefits, etc. to other members who are peace officers employed by the City, namely police and deputy sheriffs. Police receive 8% for advanced POST pay, while deputy sheriffs were paid 7%.<sup>1</sup> For external comparisons, the Association relies on the

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<sup>1</sup>In the current round of negotiations, the City agreed to increase advanced POST pay for Deputy Sheriffs to 7.5%.

employees performing similar services in jurisdictions named in the Charter (Alameda, Contra Costa, Marin, San Mateo, and Santa Clara Counties) regarding pay for elected officials, including the District Attorney. Unit members are below market, as defined by these counties, both in wage and total compensation. Even including the four additional jurisdictions that the City uses as benchmarks (Solano, Napa, Sonoma and Santa Cruz Counties), the bargaining unit is still behind comparable employees in total compensation.

The City countered that the members of the unit primarily perform trial support work, and thus their jobs are much different than the peace officers who do patrol work like police officers or custodial work like the deputy sheriffs. The vast majority of unit members are receiving the advanced POST premium. They are a well-compensated group which enjoys a panoply of benefits in addition to a high salary. The City is unique in that it has its own retirement agency which allows retirees from one jurisdiction to receive their CALPERS retirement benefits while being employed by the City. 13 members of the unit are able to take advantage of this arrangement. Moreover, equity comparisons with the City's other peace officer groups are not appropriate because while these groups have serious recruitment and retention issues, such problems do not exist in this unit, which has no difficulty attracting and retaining new hires.

For external compensation comparisons among non-elected employees over the past twenty years, the City has used a broader metropolitan statistical area from the Bureau of Labor statistics comprised of nine Bay Area counties. These are the areas where the employees the City competes for live and work. This unit's salaries are 1.62% above that market. Insofar as advanced POST pay is concerned, the unit is 1.13% above it. As regards internal comparisons, certain peace officers in the City, such as the sergeants in the Sheriff's Office, also receive a 6.5% or lower advanced POST premium.

The City is committed to achieving parity City-wide among its employment groups for

increases in compensation. The number which has been agreed upon among these groups is 13.25% over three years. The City has made it clear that this was the maximum it could provide, with 13% allocated to salary and an additional .25% to be used for certain unique compensation components within each bargaining group. The small size of this unit does not warrant a modification to the City's consistent compensation policy. Moreover, the compensation increases which the City has offered have outpaced inflation and the CPI.

**AWARD**

It is determined that the City's proposal for Article III.S paragraph 179 most nearly conforms to those factors traditionally taken into consideration per Charter Section A8.409-4(d) in the determination of wages, hours, benefits and terms and conditions of public and private employment.

The City's proposal on this issue is accordingly adopted.

Dated: May 9, 2024

Dated:

DocuSigned by:  
*Matthew Goldberg*  
s/ \_\_\_\_\_  
MATTHEW GOLDBERG  
Neutral Board Member

DocuSigned by:  
*Rockne Lucia*  
\_\_\_\_\_ 51BD37CAC131438...  
ROCKNE LUCIA  
Association Board Member  
 Concur  Dissent

Dated: 5/13/2024

Dated: 5/13/2024

DocuSigned by:  
*Andrea Moreland*  
\_\_\_\_\_ F0B2B8EF76DB43B  
ANDREA MORELAND  
City Board Member  
 Concur  Dissent

5/13/2024



**District Attorney Investigators' Association Bargaining Summary**

<b>Issue</b>	<b>MOU Section</b>	<b>Summary</b>
<b>Wages</b>	III.A.	<p>All employees will receive the following base wage increase:</p> <p>July 1, 2024: 1.5%</p> <p>January 4, 2025: 1.5%</p> <p>June 30, 2025, at close of business: 1%</p> <p>July 1, 2025: 1%</p> <p>January 3, 2026: 1.5%</p> <p>June 30, 2026, at close of business: 2%</p> <p>January 2, 2027: 2%</p> <p>June 30, 2027, at close of business: 2.5%</p> <p>July 1, 2024, employees shall earn no less than \$25.00 an hour.</p>
<b>Duration</b>	V.B.	July 1, 2024 – June 30, 2027
<b>Grievance Procedure</b>	I.G.	The Union will provide copies of all earlier correspondence, materials, and evidence submitted at the earlier steps of the grievance procedure, and any evidence to support the submission at Step III.
<b>Representatives List</b>	I.H.	The Union will provide the City an updated representatives list annually (July 1 of each year) and amended as needed.
<b>Floating Holidays</b>	III.G.	Floating holidays eligibility established at appointment and if not used in one fiscal year shall be carried to the next.
<b>Part Time Holiday Compensation</b>	III.L.	Part-time employees will now receive holiday pay based on their regular work schedule instead of hours actually worked.
<b>POST Premium Pay</b>	III.S.	POST Premium Pay increases from 6.5% to 6.84%.



City and County of San Francisco  
Carol Isen  
Human Resources Director



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

May 15, 2024

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

FROM: Ardis Graham, Employee Relations Director  
Department of Human Resources

RE: **Memoranda of Understanding**

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2024 MAY 15 PM 3:24  
BY AK

1. Building Inspectors Association (July 1, 2024, through June 30, 2027)
2. Consolidated Crafts (July 1, 2024, through June 30, 2027)
3. Carpenters, Local 22 (July 1, 2024, through June 30, 2027)
4. Deputy Probation Officers' Association (July 1, 2024, through June 30, 2027)
5. Deputy Sheriffs' Association (July 1, 2024, through June 30, 2027)
6. District Attorney Investigators' Association (July 1, 2024, through June 30, 2027)
7. International Brotherhood of Electrical Workers, Local 6 (July 1, 2024, through June 30, 2027)
8. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2024, through June 30, 2027)
9. The Laborers' International Union, Local 261 (July 1, 2024, through June 30, 2027)
10. Machinists Union, Local 1414 (July 1, 2024, through June 30, 2027)
11. Municipal Attorneys' Association (July 1, 2024, through June 30, 2027)
12. Municipal Executives' Association (July 1, 2024, through June 30, 2027)
13. Operating Engineers, Local 3 (July 1, 2024, through June 30, 2027)
14. Supervising Probation Officers (July 1, 2024, through June 30, 2027)
15. San Francisco City Workers United (July 1, 2024, through June 30, 2027)
16. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2024, through June 30, 2027)
17. Service Employees International Union, Local 1021, Citywide (July 1, 2024, through June 30, 2027)
18. Stationary Engineers, Local 39 (July 1, 2024, through June 30, 2027)
19. Teamsters, Local 856 (Multi-Unit) (July 1, 2024, through June 30, 2027)
20. Transport Workers Union 200 (July 1, 2024, through June 30, 2027)
21. Transport Workers Union 250-A (7410) (July 1, 2024, through June 30, 2027)
22. Transport Workers Union 250-A (Multi) (July 1, 2024, through June 30, 2027)
23. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2024, through June 30, 2027)
24. Union of American Physicians and Dentists, Unit 17 (July 1, 2024, through June 30, 2027)
25. Union of American Physicians and Dentists, Unit 18 (July 1, 2024, through June 30, 2027)
26. Unrepresented Employees Ordinance (July 1, 2024, through June 30, 2025)
27. Amendment No. 1 to San Francisco Police Officers Association (July 1, 2023, through June 30, 2026)

Please find enclosed for each Memorandum of Understanding:

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy REDLINE MOU w/ attached arbitration decision/award (if awarded)
- 1 original and 1 copy FINAL MOU

Additional Documentation:

- 1 original and 1 copy Summary of changes for each MOU (Highlights)

Please find enclosed for the Unrepresented Employees Ordinance:

Angela Calvillo  
May 15, 2024  
Page 2 of 2

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy LEGISLATIVE DIGEST
- LIST OF UNREPRESENTED JOB CODES 001
- LIST OF UNREPRESENTED JOB CODES 002

Please find enclosed for Amendment No. 1 to San Francisco Police Officers Association

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of MOU amendment
- 1 original and 1 copy REDLINE MOU
- 1 original and 1 copy FINAL MOU

We request a waiver of the 30-day rule from the Board President and request a hearing at the Government Audit and Oversight Committee on June 6 or earlier.

Thank you.

Enclosures

cc: Carol Isen, Human Resources Director  
Kate Howard, Managing Deputy Director, DHR  
Mawuli Tugbenyoh, Deputy Director, Policy and External Affairs, DHR  
Jonathan Rolnick, Chief Labor Attorney  
Greg Wagner, Controller  
Eileen McHugh, Executive Assistant, Board of Supervisors  
Tom Paulino, Liaison to the Board of Supervisors  
Alisa Somera, Legislative Deputy Director, San Francisco Board of Supervisors  
Monique Crayton, Assistant Clerk for Board of Supervisors  
File

OFFICE OF THE MAYOR  
SAN FRANCISCO



LONDON N. BREED  
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Tom Paulino, Liaison to the Board of Supervisors  
RE: Collective Bargaining Agreement - The San Francisco District Attorney  
Investigators' Association  
DATE: May 21, 2024

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**Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and the The San Francisco District Attorney Investigators' Association, to be effective July 1, 2024 through June 30, 2027.**

Should you have any questions, please contact Tom Paulino at 415-554-6153.



TO: Angela Calvillo, Clerk of the Board of Supervisors; Aaron Peskin, President of the Board of Supervisors  
FROM: Tom Paulino  
RE: 30-day Waiver Request for Memorandums of Understanding (MOU)  
DATE: May 21, 2024

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A formal request to waive the 30-day hold on the following Memorandums of Understanding (MOU):

**MOU's**

1. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2024 through June 30, 2027.
2. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2024 through June 30, 2027.
3. Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and The International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2024 through June 30, 2027.
4. Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and The San Francisco District Attorney Investigators' Association, to be effective July 1, 2024 through June 30, 2027.
5. Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.590-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2024 through June 30, 2027.
6. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 200, to be effective July 1, 2024 through June 30, 2027.
7. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to be effective July 1, 2024 through June 30, 2027.
8. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union, Local 250-A, Multi-Unit (Unit 28), to be effective July 1, 2024 through June 30, 2027.

9. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2024 through June 30, 2027.
10. Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2024 through June 30, 2027.
11. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council and its Affiliated Local Union, and Carpenters Local Union No. 22 (“Local 22”), and Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34 (collectively “Union”), to be effective July 1, 2024, through June 30, 2027.
12. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers of LIUNA, Local 261; 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 Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; International Association of Sheet Metal, Air, Rail, and Transportation Workers, Sheet Metal Workers, Local Union No. 104; and Teamsters, Local 853, to be effective July 1, 2024, through June 30, 2027.
13. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO to be effective July 1, 2024 through June 30, 2027.
14. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2024 through June 30, 2027.
15. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190 to be effective July 1, 2024 through June 30, 2027.
16. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to be effective July 1, 2024 through June 30, 2027.
17. Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.409-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives’ Association, to be effective July 1, 2024 through June 30, 2027.
18. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers, to be effective July 1, 2024 through June 30, 2027.
19. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union No. 3 of the

International Union of Operating Engineers, AFL-CIO to be effective July 1, 2024 through June 30, 2027.

20. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters Local 856, San Francisco Building Inspectors to be effective July 1, 2024 through June 30, 2027.
21. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2024 through June 30, 2027.
22. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Engineers, Local 39, to be effective July 1, 2024 through June 30, 2027.
23. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2024 through June 30, 2027.
24. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2024 through June 30, 2027.
25. Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.409-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to be effective July 1, 2024 through June 30, 2027.
26. Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, Staff and Per Diem Nurses to be effective July 1, 2024 through June 30, 2027.
27. Memorandum of Understanding - Teamsters, Local 856, Freight Checkers, Clerical Employees & Helpers, (Supervising Registered Nurses, Unit 47

### **Unrepresented Employees Ordinance**

1. 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, 2024.

### **Amendments**

1. Ordinance adopting and implementing the First Amendment to the 2023-2026 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association.

Should you have any questions, please contact Tom Paulino at 415-554-6153.

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689  
Tel. No. (415) 554-5184  
Fax No. (415) 554-5163  
TDD/TTY No. (415) 554-5227

## MEMORANDUM

TO: Greg Wagner, City Controller, Office of the Controller

FROM: Monique Crayton, Assistant Clerk, GAO Committee, Board of Supervisors

DATE: May 28, 2024

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of Understanding – 2024

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on May 21, 2024:

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. 240514 \[Memorandum of Understanding - Teamsters Local 856, San Francisco Building Inspectors\]](#)

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters Local 856, San Francisco Building Inspectors to be effective July 1, 2024, through June 30, 2027.

[File No. 240515 \[Memorandum of Understanding - Carpenters 46 Northern California Counties Conference Board, Carpenters Local Union No. 22, Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34\]](#)

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council and its Affiliated Local Union, and Carpenters Local Union No. 22 ("Local 22"), and Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34 (collectively "Union"), to be effective July 1, 2024, through June 30, 2027.

c: Office of Chair Preston

**[File No. 240516 \[Memorandum of Understanding - Crafts Coalition\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers of LIUNA, Local 261; 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 Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; International Association of Sheet Metal, Air, Rail, and Transportation Workers, Sheet Metal Workers, Local Union No. 104; and Teamsters, Local 853, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240517 \[Collective Bargaining Agreement - The San Francisco District Attorney Investigators' Association\]](#)**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and The San Francisco District Attorney Investigators' Association, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240518 \[Memorandum of Understanding - The San Francisco Deputy Probation Officers' Association\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240519 \[Collective Bargaining Agreement - San Francisco Deputy Sheriffs' Association\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240520 \[Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21, AFL-CIO\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO to be effective July 1, 2024, through June 30, 2027.



**[File No. 240521 \[Collective Bargaining Agreement - The International Brotherhood of Electrical Workers, Local 6\]](#)**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and The International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240522 \[Memorandum of Understanding - The International Union of Operating Engineers, Stationary Engineers, Local 39\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Engineers, Local 39, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240523 \[Memorandum of Understanding - Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240524 \[Memorandum of Understanding - Laborers International Union, Local 261\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240525 \[Memorandum of Understanding - Municipal Attorneys Association\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240526 \[Memorandum of Understanding - Municipal Executives' Association\]](#)**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Memorandum of Understanding between the

City and County of San Francisco and the Municipal Executives' Association, to be effective July 1, 2024, through June 30, 2027

**[File No. 240527 \[Collective Bargaining Agreement - The San Francisco Sheriffs' Managers and Supervisors Association\]](#)**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-4, establishing the Collective Bargaining Agreement between the City and County of San Francisco and the San Francisco Sheriffs' Managers And Supervisors Association, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240528 \[Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240529 \[Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240530 \[Memorandum of Understanding - San Francisco City Workers United \(Painters\)\]](#)**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to be effective July 1, 2024, through June 30, 2027.

**[File No. 240531 \[Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of

the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240532 \[Collective Bargaining Agreement - Service Employees International Union, Local 1021\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240533 \[Memorandum of Understanding - Teamsters, Local 856 \(Multi-Unit\)\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2024, through June 30, 2027.

**[File No. 240534 \[Collective Bargaining Agreement - The Transport Workers Union, AFL-CIO, Local 200\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 200, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240535 \[Collective Bargaining Agreement - Transport Workers Union, Local 250-A, Multi-Unit \(Unit 28\)\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union, Local 250-A, Multi-Unit (Unit 28), to be effective July 1, 2024, through June 30, 2027.

**[File No. 240536 \[Collective Bargaining Agreement - Transport Workers Union of America, AFL-CIO, Local 250-A, Automotive Service Workers \(7410\)\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to be effective July 1, 2024, through June 30, 2027.

**[File No. 240537 \[Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 17\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240538 \[Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 18\]](#)**

Ordinance adopting and implementing the Collective Bargaining Agreement between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240539 \[Memorandum of Understanding Amendment - San Francisco Police Officers Association\]](#)**

Ordinance adopting and implementing the First Amendment to the 2023-2026 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association.

**[File No. 240540 \[Compensation for Unrepresented Employees\]](#)**

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, 2024.

**[File No. 240553 \[Memorandum of Understanding - Teamsters, Local 856, Freight Checkers, Clerical Employees & Helpers, \(Supervising Registered Nurses, Unit 47\)\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856, Freight Checkers, Clerical Employees & Helpers, (Supervising Registered Nurses, Unit 47, to be effective July 1, 2024, through June 30, 2027.

**[File No. 240554 \[Memorandum of Understanding - Service Employees International Union, Local 1021 - Staff and Per Diem Nurses\]](#)**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, Staff and Per Diem Nurses, to be effective July 1, 2024, through June 30, 2027.

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

Member, Board of Supervisors  
District 5



City and County of San Francisco

## DEAN PRESTON

---

DATE: May 30, 2024  
TO: Angela Calvillo  
Clerk of the Board of Supervisors  
FROM: Supervisor Dean Preston, Chair, Government Audit and Oversight Committee  
RE: Government Audit and Oversight Committee  
COMMITTEE REPORT

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Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee, I have deemed the following matters of an urgent nature and request they be considered by the full Board on Tuesday, June 11, 2024, as Committee Reports:

1. 240415 [Hosting Panda Bears at the San Francisco Zoo - Behested Payment Waiver]
2. 240510 [Urging Mayor to Restore \$25 Million Reduction in the Department of Children, Youth and Their Families' Program Funding for FY2024-2025 Through a Public-Private Campaign Drive]
3. 240514 [Memorandum of Understanding - Teamsters Local 856, San Francisco Building Inspectors]
4. 240515 [Memorandum of Understanding - Carpenters 46 Northern California Counties Conference Board, Carpenters Local Union No. 22, Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34]
5. 240516 [Memorandum of Understanding - Crafts Coalition]
6. 240517 [Collective Bargaining Agreement - The San Francisco District Attorney Investigators' Association]
7. 240518 [Memorandum of Understanding - The San Francisco Deputy Probation Officers' Association]
8. 240519 [Collective Bargaining Agreement - San Francisco Deputy Sheriffs' Association]
9. 240520 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21, AFL-CIO]
10. 240521 [Collective Bargaining Agreement - The International Brotherhood of Electrical Workers, Local 6]
11. 240522 [Memorandum of Understanding - The International Union of Operating Engineers, Stationary Engineers, Local 39]
12. 240523 [Memorandum of Understanding - Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190]
13. 240524 [Memorandum of Understanding - Laborers International Union, Local 261]
14. 240525 [Memorandum of Understanding - Municipal Attorneys Association]
15. 240526 [Memorandum of Understanding - Municipal Executives' Association]
16. 240527 [Collective Bargaining Agreement - The San Francisco Sheriffs' Managers and Supervisors Association]
17. 240528 [Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO]

18. 240529 [Memorandum of Understanding - Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO Supervising Probation Officers]
19. 240530 [Memorandum of Understanding - San Francisco City Workers United (Painters)]
20. 240531 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]
21. 240532 [Collective Bargaining Agreement - Service Employees International Union, Local 1021]
22. 240533 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]
23. 240534 [Collective Bargaining Agreement - The Transport Workers Union, AFL-CIO, Local 200]
24. 240535 [Collective Bargaining Agreement - Transport Workers Union, Local 250-A, Multi-Unit (Unit 28)]
25. 240536 [Collective Bargaining Agreement - Transport Workers Union of America, AFL-CIO, Local 250-A, Automotive Service Workers (7410)]
26. 240537 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 17]
27. 240538 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 18]
28. 240539 [Memorandum of Understanding Amendment - San Francisco Police Officers Association]
29. 240540 [Compensation for Unrepresented Employees]
30. 240553 [Memorandum of Understanding - Teamsters, Local 856, Freight Checkers, Clerical Employees & Helpers, (Supervising Registered Nurses, Unit 47)]
31. 240554 [Memorandum of Understanding - Service Employees International Union, Local 1021 - Staff and Per Diem Nurses]

These matters will be heard in the Government Audit and Oversight Committee at a Regular Meeting on Thursday, June 6, 2024, at 10:00 a.m.

Best,



Dean Preston  
District 5 Supervisor  
Committee Chair

City Hall • 1 Dr. Carlton B. Goodlett Place • Room 274 • San Francisco, California 94102-4689 • (415) 554-7630  
Fax (415) 554-7634 • TDD/TTY (415) 554-5227 • E-mail: [Dean.Preston@sfgov.org](mailto:Dean.Preston@sfgov.org)





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

Greg Wagner  
Controller

Todd Rydstrom  
Deputy Controller

June 3, 2024

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Numbers 240111, 240156, 240514, 240515, 240517, 240518, 240520–240538, 240540, 240553, and 240554: Memoranda of Understanding (MOU) between the City and County of San Francisco and various Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 28 MOUs representing miscellaneous bargaining units. The MOUs for all unions cover the period July 1, 2024 through June 30, 2027.

The MOUs affect approximately 27,000 authorized positions with an overall salary and benefits base of approximately \$4.3 billion in FY 2024-25. Our analysis finds that the MOUs will result in increased costs to the City of \$130.8 million (or 3.1%) of base wage and benefit cost in FY 2024-25; \$293.3 million (or 6.9%) in FY 2025-26; and \$471.6 million (or 11.1%) in FY 2026-27. There is a wage increase of 2.5% at the close of business on June 30, 2027 that has no cost over the three year term of these contracts, but will create additional costs in FY 2027-28. Approximately 65% 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. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

If you have additional questions or concerns, please contact me at (415)-554-7500 or Carol Lu of my staff at (415)-554-7647.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Wagner".

Greg Wagner  
Controller

cc: Ardis Graham, Employee Relations Director  
Severin Campbell, Budget Analyst

## Attachment A

Combined Costs for All MOUs and Amendments	FY 2024-25	FY 2025-26	FY 2026-27
Wages	\$ 78,632,000	\$ 206,063,000	\$ 346,959,000
Wage-Related Fringe Benefits	16,335,000	42,816,000	72,089,000
Job Class Equity Adjustments	13,681,000	20,876,000	27,899,000
Premiums	3,249,000	3,184,000	3,270,000
Other Benefits	18,932,000	20,312,000	21,351,000
<b>MOU Total</b>	<b>\$ 130,829,000</b>	<b>\$ 293,251,000</b>	<b>\$ 471,568,000</b>
<i>% of Wage and Benefits Base</i>	<i>3.08%</i>	<i>6.90%</i>	<i>11.1%</i>

### Union Detail

File Number	Union	FY 2024-25	FY 2025-26	FY 2026-27
240111	Deputy Sheriffs' Association			
	Wages	\$ 2,948,000	\$ 7,726,000	\$ 13,008,000
	Wage-Related Fringe Benefits	890,000	2,332,000	3,927,000
	Longevity Premium	1,335,000	1,375,000	1,423,000
	POST Premium	433,000	446,000	462,000
	Emergency Services Premium	54,000	56,000	58,000
	Detective Premium	65,000	67,000	69,000
	<b>Union Total</b>	<b>\$ 5,725,000</b>	<b>\$ 12,002,000</b>	<b>\$ 18,947,000</b>
	<i>% of Wage and Benefits Base</i>	<i>3.33%</i>	<i>6.99%</i>	<i>11.0%</i>
240156	Crafts Coalition			
	Wages	\$ 885,000	\$ 2,318,000	\$ 3,903,000
	Wage-Related Fringe Benefits	174,000	455,000	766,000
	Job Class Equity Adjustments	4,000	9,000	9,000
	Specialized Equipment Premium	61,000	61,000	61,000
	Truck & Sweeper Premium	21,000	21,000	21,000
	Placard Vehicle Premium	15,000	15,000	15,000
	Truck Driver Salary Steps	23,000	24,000	25,000
	<b>Union Total</b>	<b>\$ 1,183,000</b>	<b>\$ 2,903,000</b>	<b>\$ 4,800,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.50%</i>	<i>6.13%</i>	<i>10.14%</i>
240514	San Francisco Building Inspectors' Association			
	Wages	\$ 235,000	\$ 617,000	\$ 1,039,000
	Wage-Related Fringe Benefits	49,000	129,000	217,000
	Job Class Equity Adjustments	128,000	267,000	278,000
	Certification Premiums	13,000	13,000	14,000
	<b>Union Total</b>	<b>\$ 425,000</b>	<b>\$ 1,026,000</b>	<b>\$ 1,548,000</b>
	<i>% of Wage and Benefits Base</i>	<i>3.34%</i>	<i>8.06%</i>	<i>12.2%</i>

240515	Carpenters, Local 22; Pile Drivers, Local 34	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 329,000	\$ 862,000	\$ 1,451,000
	Wage-Related Fringe Benefits	67,000	176,000	295,000
	Job Class Equity Adjustments	178,000	376,000	392,000
	<b>Union Total</b>	<b>\$ 574,000</b>	<b>\$ 1,414,000</b>	<b>\$ 2,138,000</b>
	<i>% of Wage and Benefits Base</i>	<i>3.24%</i>	<i>7.99%</i>	<i>12.08%</i>

240517	San Francisco District Attorney Investigators' Association	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 135,000	\$ 354,000	\$ 596,000
	Wage-Related Fringe Benefits	32,000	85,000	143,000
	Advanced POST Adjustment	18,000	18,000	18,000
	<b>Union Total</b>	<b>\$ 185,000</b>	<b>\$ 457,000</b>	<b>\$ 757,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.47%</i>	<i>6.09%</i>	<i>10.10%</i>

240518	San Francisco Deputy Probation Officers' Association	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 333,000	\$ 872,000	\$ 1,469,000
	Wage-Related Fringe Benefits	136,000	357,000	602,000
	Retention Pay	48,000	83,000	117,000
	<b>Union Total</b>	<b>\$ 517,000</b>	<b>\$ 1,312,000</b>	<b>\$ 2,188,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.46%</i>	<i>6.25%</i>	<i>10.4%</i>

240520	International Federation of Professional and Technical Engineers, Local 21	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 16,983,000	\$ 44,507,000	\$ 74,939,000
	Wage-Related Fringe Benefits	3,553,000	9,312,000	15,679,000
	Job Class Equity Adjustments	847,000	1,086,000	1,131,000
	Adv. Appraiser Cert. Premium	50,000	50,000	50,000
	Height Premium	2,000	2,000	2,000
	License Planner Architects Premium	25,000	25,000	26,000
	Health Program Coord. Steps	0	436,000	375,000
	Additional Steps	180,000	185,000	186,000
	Extended Ranges	39,000	40,000	42,000
	<b>Union Total</b>	<b>\$ 21,679,000</b>	<b>\$ 55,643,000</b>	<b>\$ 92,430,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.36%</i>	<i>6.06%</i>	<i>10.1%</i>

240521	International Brotherhood of Electrical Workers, Local 6	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 1,024,000	\$ 2,683,000	\$ 4,518,000
	Wage-Related Fringe Benefits	209,000	549,000	924,000
	Job Class Equity Adjustments	291,000	395,000	411,000
	Nighttime Pay Premium	103,000	103,000	103,000
	Clothing & Safety Equipment	8,000	8,000	8,000
	<b>Union Total</b>	<b>\$ 1,635,000</b>	<b>\$ 3,738,000</b>	<b>\$ 5,964,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.96%</i>	<i>6.77%</i>	<i>10.8%</i>

240522	International Union of Operating Engineers Stationary Engineers, Local 39	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 2,092,000	\$ 5,482,000	\$ 9,231,000
	Wage-Related Fringe Benefits	408,000	1,069,000	1,800,000
	Job Class Equity Adjustments	280,000	289,000	300,000
	Cable Maint. Mechanic Premium	1,000	1,000	1,000
	Safety Shoes	14,000	14,000	14,000
	<b>Union Total</b>	<b>\$ 2,795,000</b>	<b>\$ 6,855,000</b>	<b>\$ 11,346,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.50%</i>	<i>6.13%</i>	<i>10.1%</i>

240523	Machinists Union, Local 1414	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 384,000	\$ 1,007,000	\$ 1,695,000
	Wage-Related Fringe Benefits	114,000	298,000	502,000
	Job Class Equity Adjustments	61,000	63,000	65,000
	<b>Union Total</b>	<b>\$ 559,000</b>	<b>\$ 1,368,000</b>	<b>\$ 2,262,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.51%</i>	<i>6.14%</i>	<i>10.2%</i>

240524	Laborers International Union, Local 261	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 2,452,000	\$ 6,426,000	\$ 10,819,000
	Wage-Related Fringe Benefits	483,000	1,267,000	2,133,000
	Job Class Equity Adjustments	169,000	175,000	182,000
	Various Premiums	54,000	54,000	54,000
	Credentialed Rigger Premium	6,000	6,000	6,000
	Height Work Pay	88,000	88,000	88,000
	Japanese Tea Garden & Botanical Garden Premium	64,000	66,000	68,000
	Gardner Apprenticeship Supervisor Premium	13,000	13,000	14,000
	\$25 Minimum Wage	1,170,000	1,191,000	1,213,000
	Education Fund	25,000	25,000	25,000
	Ombudsperson	6,000	6,000	6,000
	Work Clothing	60,000	60,000	60,000
	One Time Adjustment	1,051,000	1,112,000	1,222,000
	<b>Union Total</b>	<b>\$ 5,641,000</b>	<b>\$ 10,489,000</b>	<b>\$ 15,890,000</b>
	<i>% of Wage and Benefits Base</i>	<i>4.30%</i>	<i>7.99%</i>	<i>12.1%</i>

240525	Municipal Attorney's Association	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 2,573,000	\$ 6,743,000	\$ 11,354,000
	Wage-Related Fringe Benefits	507,000	1,328,000	2,236,000
	Job Class Equity Adjustments	347,000	364,000	384,000
	Professional Services Reimbursement	6,000	6,000	6,000
	<b>Union Total</b>	<b>\$ 3,433,000</b>	<b>\$ 8,441,000</b>	<b>\$ 13,980,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.49%</i>	<i>6.13%</i>	<i>10.1%</i>

240526	Municipal Executives Association	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 5,910,000	\$ 15,488,000	\$ 26,077,000

Wage-Related Fringe Benefits	1,184,000	3,103,000	5,225,000
Acting Assignment Premium	230,000	238,000	247,000
Retention Pay	64,000	67,000	69,000
Uniforms	4,000	4,000	4,000
Union Total \$	7,392,000	\$ 18,900,000	\$ 31,622,000
<i>% of Wage and Benefits Base</i>	2.33%	5.95%	10.0%

240527	Sheriffs' Managers & Supervisors Association	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 614,000	\$ 1,608,000	\$ 2,707,000
	Wage-Related Fringe Benefits	248,000	651,000	1,095,000
	Advanced POST	50,000	154,000	309,000
	Longevity Pay	349,000	359,000	372,000
	Uniform Allowance	13,000	13,000	13,000
	Union Total \$	1,274,000	\$ 2,785,000	\$ 4,496,000
	<i>% of Wage and Benefits Base</i>	3.30%	7.22%	11.7%

240528	Operating Engineers, Local 3	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 166,000	\$ 434,000	\$ 731,000
	Wage-Related Fringe Benefits	32,000	84,000	141,000
	Crane Cert. Premium	21,000	22,000	22,000
	Boot Allowance	3,000	3,000	3,000
	Protective Clothing	3,000	3,000	3,000
	Union Total \$	225,000	\$ 546,000	\$ 900,000
	<i>% of Wage and Benefits Base</i>	2.54%	6.17%	10.2%

240529	Supervising Probation Officers	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 84,000	\$ 221,000	\$ 372,000
	Wage-Related Fringe Benefits	40,000	105,000	178,000
	Job Class Equity Adjustments	2,000	2,000	2,000
	Training Instructor Premium	1,000	1,000	1,000
	Overtime Rate	5,000	5,000	5,000
	Tuition Reimbursement	6,000	6,000	6,000
	Life Insurance	1,000	1,000	1,000
	Union Total \$	139,000	\$ 341,000	\$ 565,000
	<i>% of Wage and Benefits Base</i>	2.49%	6.12%	10.1%

10530	San Francisco City Workers United	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 254,000	\$ 665,000	\$ 1,119,000

Wage-Related Fringe Benefits	52,000	136,000	229,000
Epoxy Premium	9,000	9,000	9,000
Taper Premium	7,000	7,000	8,000
Thermo-Plastic Premium	2,000	2,000	2,000
Tyvek Premium	2,000	2,000	2,000
Truck Driver Premium	2,000	2,000	2,000
Hydro Blaster Operation	0	0	0
Acting Assignment Premium	6,000	6,000	6,000
Airport Perimeter Premium	10,000	11,000	11,000
<b>Union Total \$</b>	<b>344,000 \$</b>	<b>840,000 \$</b>	<b>1,388,000</b>
<i>% of Wage and Benefits Base</i>	<i>2.52%</i>	<i>6.15%</i>	<i>10.2%</i>

240531	United Association of Journeymen and Apprentices - Plumbing and Fitting Industry, Local 38	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 1,023,000	\$ 2,681,000	\$ 4,515,000
	Wage-Related Fringe Benefits	196,000	515,000	866,000
	Job Class Equity Adjustments	9,000	153,000	159,000
	Waste Water Facility Pay	1,000	1,000	1,000
	Sewer Camera Operator (Replaced with Equ. Adj.)	0	(143,000)	(149,000)
	Backflow, Boiler, CFC Premiums	155,000	160,000	165,000
	<b>Union Total \$</b>	<b>1,384,000 \$</b>	<b>3,367,000 \$</b>	<b>5,557,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.54%</i>	<i>6.17%</i>	<i>10.18%</i>

240532	Service Employees International Union, Local 1021	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 27,300,000	\$ 71,543,000	\$ 120,461,000
	Wage-Related Fringe Benefits	5,496,000	14,403,000	24,251,000
	Job Class Equity Adjustments	2,954,000	3,064,000	3,188,000
	Airport Traffic Division Premium	43,000	44,000	46,000
	Lead Person Premium	289,000	289,000	289,000
	Preceptor Pay	2,000	2,000	2,000
	\$25 Minimum Wage	2,004,000	2,040,000	2,076,000
	Uniforms	83,000	83,000	83,000
	Work Training Program	100,000	100,000	100,000
	Additional Steps	66,000	153,000	174,000
	Building and Grounds Patrol Officer Sideletter	166,000	172,000	179,000
	<b>Union Total \$</b>	<b>38,503,000 \$</b>	<b>91,893,000 \$</b>	<b>150,849,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.62%</i>	<i>6.26%</i>	<i>10.3%</i>

240533	Teamsters, Local 856 (Multi-Unit)	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 279,000	\$ 730,000	\$ 1,230,000
	Wage-Related Fringe Benefits	62,000	163,000	274,000
	Job Class Equity Adjustments	17,000	18,000	18,000
	Officer Pay	2,000	2,000	2,000
	Additional Steps	18,000	19,000	19,000
	<b>Union Total \$</b>	<b>378,000 \$</b>	<b>932,000 \$</b>	<b>1,543,000</b>
	<i>% of Wage and Benefits Base</i>	<i>2.48%</i>	<i>6.11%</i>	<i>10.1%</i>

240534	Transport Workers Union of America, Local 200	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 96,000	\$ 251,000	\$ 422,000

	Wage-Related Fringe Benefits	20,000	51,000	86,000
	Rest Period OT	3,000	3,000	3,000
	Union Total \$	116,000 \$	302,000 \$	508,000
	<i>% of Wage and Benefits Base</i>	2.25%	5.85%	9.8%
240535	Transport Workers Union of America, Local 250-A (Multi)	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 310,000	\$ 812,000	\$ 1,368,000
	Wage-Related Fringe Benefits	65,000	171,000	289,000
	Job Class Equity Adjustments	48,000	49,000	51,000
	Union Total \$	423,000 \$	1,032,000 \$	1,708,000
	<i>% of Wage and Benefits Base</i>	2.52%	6.14%	10.17%
240536	Transport Workers Union of America, Local 250-A (7410)	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 56,000	\$ 147,000	\$ 248,000
	Wage-Related Fringe Benefits	21,000	55,000	93,000
	Footwear Allowance	6,000	6,000	6,000
	Union Total \$	83,000 \$	208,000 \$	347,000
	<i>% of Wage and Benefits Base</i>	2.40%	6.01%	10.03%
240537/ 240538	Union of American Physicians and Dentists	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 1,493,000	\$ 3,912,000	\$ 6,587,000
	Wage-Related Fringe Benefits	282,000	740,000	1,245,000
	Prof. Serv. Reimbursement	186,000	186,000	186,000
	Earplug Reimbursement	1,000	1,000	1,000
	Union Total \$	1,962,000 \$	4,839,000 \$	8,019,000
	<i>% of Wage and Benefits Base</i>	2.47%	6.09%	10.10%
240540	Unrepresented Employees	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 227,000	\$ 595,000	\$ 1,001,000
	Wage-Related Fringe Benefits	45,000	118,000	198,000
	AB44 Confidential Chief Attorney II	3,000	3,000	3,000
	Union Total \$	275,000 \$	716,000 \$	1,202,000
	<i>% of Wage and Benefits Base</i>	2.26%	5.89%	9.88%
40553	Teamsters Local 856: Supervising Registered Nurses	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 846,000	\$ 2,218,000	\$ 3,735,000
	Wage-Related Fringe Benefits	155,000	406,000	684,000
	Wage Adjustments	673,000	1,175,000	1,720,000
	Nurse Manager Minimum Step	10,000	11,000	11,000
	Union Total \$	1,684,000 \$	3,810,000 \$	6,150,000
	<i>% of Wage and Benefits Base</i>	3.76%	8.50%	13.7%
10554	SEIU, Local 1021, Staff and Per Diem Nurses	FY 2024-25	FY 2025-26	FY 2026-27
	Wages	\$ 9,601,000	\$ 25,161,000	\$ 42,364,000
	Wage-Related Fringe Benefits	1,815,000	4,758,000	8,011,000
	License Reimbursement	1,000	1,000	1,000

Release Time	45,000	47,000	50,000
Staffing Request - Side Letter	13,034,000	13,631,000	14,326,000
Tuition Reimbursement	100,000	100,000	100,000
Wage Adjustment	7,673,000	13,391,000	19,609,000
Union Steward Training Time	24,000	0	0
	<hr/>		
	Union Total \$	32,293,000 \$	57,089,000 \$
	<i>% of Wage and Benefits Base</i>	6.32%	11.18%
			16.54%



## Attachment B

In accordance with Ordinance 92-94, I submit a cost analysis of 28 MOUs between the City and County of San Francisco and various Unions representing City employee bargaining units. The attached analysis reviews the MOUs listed below:

- 240111 - Deputy Sheriffs' Association
- 240156 - Crafts Coalition
- 240514 - San Francisco Building Inspectors' Association
- 240515 - Carpenters, Local 22; Pile Drivers, Local 34
- 240517 - San Francisco District Attorney Investigators' Association
- 240518 - San Francisco Deputy Probation Officers' Association
- 240520 - IFPTE, Local 21
- 240521 - International Brotherhood of Electrical Workers, Local 6
- 240522 - International Union of Operating Engineers Stationary Engineers, Local 39
- 240523 - Machinists Union, Local 1414
- 240524 - Laborers International Union, Local 261
- 240525 - Municipal Attorney's Association
- 240526 - Municipal Executives Association
- 240527 - Sheriffs' Managers & Supervisors Association
- 240528 - Operating Engineers, Local 3
- 240529 - Supervising Probation Officers
- 240530 - San Francisco City Workers United
- 240531 - Association of Journeymen and Apprentices - Plumbing and Fitting Industry, Local 38
- 240532 - Service Employees International Union, Local 1021
- 240533 - Teamsters, Local 856 (Multi-Unit)
- 240534 - Transport Workers Union of America, Local 200
- 240535 - Transport Workers Union of America, Local 250-A (Multi)
- 240536 - Transport Workers Union of America, Local 250-A (7410)
- 240537 & 240538 - Union of American Physicians and Dentists
- 240540 - Unrepresented Employees
- 240553 - Teamsters Local 856: Supervising Registered Nurses
- 240554 - Service Employees International Union, Local 1021, Staff and Per Diem Nurses

The MOUs and MOU amendments affect approximately 27,000 authorized positions with an overall salary and benefits base of approximately \$4.3 billion. Our analysis finds that the MOUs will result in increased costs to the City of \$130.8 million (or 3.1% of base wage and benefit costs) in FY 2024-25, \$293.3 million (or 6.9%) in FY 2025-26, and \$471.6 million (or 11.1%) in FY 2026-27. Approximately 65% 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.

The MOUs share the following key provisions:

- **Citywide Wage Increases.** The MOUs increase base wages by 1.50% on July 1, 2024; 1.50% on January 4, 2025; 1.00% on June 30, 2025 (COB); 1.00% on July 1, 2025; 1.50% on January 3, 2026; 2.00% on June 30, 2026 (COB); and 2.00% on January 2, 2027. The MOUs also include a 2.50% increase on June 30, 2027 that will impact FY 2027-28 and out.
- **Job Class Equity Adjustments.** Fifteen MOUs contain provisions to adjust pay scales for select job classes to align with similar job classes within the City or with local employers.

Overall, 92% of the total cost increase is attributable to citywide wage increases and job class equity adjustment increases. In addition, most of the MOUs contain provisions to add or change premium pay for certain skills and certifications.

The MOUs are discussed in more detail below.

#### File Number 240111 – Deputy Sheriffs’ Association

The MOU affects 781 authorized positions with a base salary of \$97.2 million and an overall pay and benefits base of about \$171.7 million. We project the MOU will increase costs to the City by \$5.7 million in FY 2024-25, \$12.0 million in FY 2025-26, and \$18.9 million in FY 2026-27. About 67% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is primarily due to an increase in longevity and POST pay.

#### File Number 240156 – Crafts Coalition

The MOU affects 334 authorized positions with a base salary of \$35.3 million and an overall pay and benefits base of about \$47.3 million. We project the MOU will increase costs to the City by \$1.2 million in FY 2024-25, \$2.9 million in FY 2025-26, and \$4.8 million in FY 2026-27. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is mostly due to various premiums for drivers of specific vehicle types, additional salary steps, and equity adjustments.

#### File Number 240514 – Building Inspectors’ Association

The MOU affects 69 authorized positions with a base salary of \$10.1 million and an overall pay and benefits base of about \$12.7 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2024-25, \$1.0 million in FY 2025-26, and \$1.5 million in FY 2026-27. About 67% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. There are additional costs associated with job class equity adjustments and certification premiums.

**File Number 240515 – Carpenters, Local 22; Pile Drivers, Local 34**

The MOU affects 108 authorized positions with a base salary of \$12.2 million and an overall pay and benefits base of about \$17.7 million. We project the MOU will increase costs to the City by \$0.6 million in FY 2024-25, \$1.4 million in FY 2025-26, and \$2.1 million in FY 2026-27. About 69% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is due to equity adjustments.

**File Number 240517 – District Attorney Investigators’ Association**

The MOU affects 37 authorized positions with a base salary of \$5.5 million and an overall pay and benefits base of about \$7.5 million. We project the MOU will increase costs to the City by \$0.2 million in FY 2024-25, \$0.5 million in FY2025-26, and \$0.8 million in FY 2026-27. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in the advanced POST certification premium.

**File Number 240518 – Deputy Probation Officers’ Association**

The MOU affects 118 authorized positions with a base salary of \$14.7 million and an overall pay and benefits base of about \$21.0 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2024-25, \$1.3 million in FY2025-26, and \$2.2 million in FY 2026-27. About 91% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remaining costs are tied to increased retention pay.

**File Number 240520 – International Federation of Professional and Technical Engineers, Local 21**

The MOU affects 5,535 authorized positions with a base salary of \$750.5 million and an overall pay and benefits base of about \$918.9 million. We project the MOU will increase costs to the City by \$21.7 million in FY 2024-25, \$55.6 million in FY 2025-26, and \$92.4 million in FY 2026-27. About 95% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to equity adjustments, extended steps in certain job classes, and various premiums.

**File Number 240521 – International Brotherhood of Electrical Workers, Local 6**

The MOU affects 301 authorized positions with a base salary of \$40.3 million and an overall pay and benefits base of about \$55.2 million. We project the MOU will increase costs to the City by \$1.6 million in FY 2024-25, \$3.7 million in FY 2025-26, and \$6.0 million in FY 2026-27. About 75% of the

total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in the nighttime pay premium, safety equipment, and equity adjustments.

#### **File Number 240522 – Operating Engineers Stationary Engineers, Local 39**

The MOU affects 672 authorized positions with a base salary of \$81.1 million and an overall pay and benefits base of about \$111.9 million. We project the MOU will increase costs to the City by \$2.8 million in FY 2024-25, \$6.9 million in FY 2025-26, and \$11.3 million in FY 2026-27. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to equity adjustments, premiums, and safety clothing.

#### **File Number 240523 – Machinists Union, Local 1414**

The MOU affects 159 authorized positions with a base salary of \$17.7 million and an overall pay and benefits base of about \$22.3 million. We project the MOU will increase costs to the City by \$0.6 million in FY 2024-25, \$1.4 million in FY 2025-26, and \$2.3 million in FY 2026-27. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due entirely to equity adjustments in certain job classes.

#### **File Number 240524 – Laborers International Union, Local 261**

The MOU affects 1,167 authorized positions with a base salary of \$99.3 million and an overall pay and benefits base of about \$131.3 million. We project the MOU will increase costs to the City by \$5.6 million in FY 2024-25, \$10.5 million in FY 2025-26, \$15.9 million in FY 2026-27. About 52% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to equity adjustments, increases in various premiums, the \$25 minimum wage requirement, and a 1% one-time adjustment.

#### **File Number 240525 – Municipal Attorneys Association**

The MOU affects 488 authorized positions with a base salary of \$114.4 million and an overall pay and benefits base of about \$137.8 million. We project the MOU will increase costs to the City by \$3.4 million in FY 2024-25, \$8.4 million in FY 2025-26, and \$14.0 million in FY 2026-27. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to equity adjustments, with a small amount attributable to professional services reimbursements.

**File Number 240526 – Municipal Executives Association**

The MOU affects 1,458 authorized positions with a base salary of \$263.9 million and an overall pay and benefits base of about \$317.4 million. We project the MOU will increase costs to the City by \$7.4 million in FY 2024-25, \$18.9 million in FY 2025-26, and \$31.6 in FY 2026-27. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in acting assignment pay, retention pay, and uniforms.

**File Number 240527 – Sheriffs’ Managers & Supervisors Association**

The MOU affects 117 authorized positions with a base salary of \$19.1 million and an overall pay and benefits base of about \$38.6 million. We project the MOU will increase costs to the City by \$1.3 million in FY 2024-25, \$2.8 million in FY 2025-26, and \$4.5 million in FY 2026-27. About 68% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Most of the remaining cost is due to longevity pay, with advanced POST and uniforms making up smaller amounts.

**File Number 240528 – Operating Engineers Local Union No. 3**

The MOU affects 54 authorized positions with a base salary of \$6.6 million and an overall pay and benefits base of about \$8.9 million. We project the MOU will increase costs to the City by \$0.2 million in FY 2024-25, \$0.5 million in FY 2025-26, \$0.9 million in FY 2026-27. About 88% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the increase is due to crane certification premiums and protective clothing allowances.

**File Number 220578 – Supervising Probation Officers**

The MOU affects 28 authorized positions with a base salary of \$3.8 million and an overall pay and benefits base of about \$5.6 million. We project the MOU will increase costs to the City by \$0.1 million in FY 2024-25, \$0.3 million in FY 2025-26, \$0.6 million in FY 2026-27. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to equity adjustments, increased overtime rates, tuition reimbursements, and life insurance.

**File Number 240530 – San Francisco City Workers United - Painters**

The MOU affects 105 authorized positions with a base salary of \$10.7 million and an overall pay and benefits base of about \$13.7 million. We project the MOU will increase costs to the City by \$0.3

million in FY 2024-25, \$0.8 million in FY 2025-26, \$1.4 million in FY 2026-27. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in various premiums.

**File Number 240531 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38**

The MOU affects 293 authorized positions with a base salary of \$38.6 million and an overall pay and benefits base of about \$54.6 million. We project the MOU will increase costs to the City by \$1.4 million in FY 2024-25, \$3.4 million in FY 2025-26, and \$5.6 million in FY 2026-27. About 88% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Most of the remaining cost is due to equity pay adjustments and premiums. One line item, the rescindment of a sewer camera operator premium is being replaced by an equity adjustment for the entire job class.

**File Number 240532 – Service Employees International Union, Local 1021**

The MOU affects 12,246 authorized positions with a base salary of \$1,133.7 million and an overall pay and benefits base of about \$1,467.4 million. We project the MOU will increase costs to the City by \$38.5 million in FY 2024-25, \$91.9 million in FY 2025-26, and \$150.9 million in FY 2026-27. About 85% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to equity adjustments and the \$25 minimum wage requirements. The MOU also includes smaller amounts for various premiums, additional steps, and uniforms.

**File Number 240533 – Teamsters, Local 856 (Multi-Unit)**

The MOU affects 98 authorized positions with a base salary of \$11.7 million and an overall pay and benefits base of about \$15.3 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2024-25, \$0.9 million in FY 2025-26, and \$1.5 million in FY 2026-27. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to equity adjustments and the creation of additional steps.

**File Number 240534 – Transport Workers Union of America, Local 200**

The MOU affects 30 authorized positions with a base salary of \$3.8 million and an overall pay and benefits base of about \$5.2 million. We project the MOU will increase costs to the City by \$0.1 million in FY 2024-25, \$0.3 million in FY 2025-26, and \$0.5 million in FY 2026-27. Just under one

hundred percent of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder is made up of rest period overtime increases.

**File Number 240535 – Transport Workers, Local 250-A Multi-Unit**

The MOU affects 106 authorized positions with a base salary of \$13.8 million and an overall pay and benefits base of about \$16.8 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2024-25, \$1.0 million in FY 2025-26, and \$1.7 million in FY 2026-27. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to equity adjustments.

**File Number 240536 – Transport Workers, Local 250-A Automotive Service Workers (7410)**

The MOU affects 34 authorized positions with a base salary of \$2.7 million and an overall pay and benefits base of about \$3.5 million. We project the MOU will increase costs to the City by \$0.1 million in FY 2024-25, \$0.2 million in FY 2025-26, and \$0.3 million in FY 2026-27. About 93% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to footwear allowance.

**File Number 240537/240538 – American Physicians and Dentists, Unit 17 and Unit 18**

The MOU affects 208 authorized positions with a base salary of \$65.4 million and an overall pay and benefits base of about \$79.4 million. We project the MOU will increase costs to the City by \$2.0 million in FY 2024-25, \$4.8 million in FY 2025-26, and \$8.0 million in FY 2026-27. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to reimbursements for professional services and earplugs.

**File Number 240540 – Unrepresented Employees**

The MOU affects 67 authorized positions with a base salary of \$10.2 million and an overall pay and benefits base of about \$12.2 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2024-25, \$0.7 million in FY 2025-26, and \$1.2 million in FY 2026-27. About 99% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder is for a small increase for the Chief Attorney.

**File Number 240553 – Teamsters, Local 856: Supervising Registered Nurses**

The MOU affects 131 authorized positions with a base salary of \$32.1 million and an overall pay and benefits base of about \$44.8 million. We project the MOU will increase costs to the City by \$1.7 million in FY 2024-25, \$3.8 million in FY 2025-26, and \$6.2 million in FY 2026-27. About 59% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to other wage adjustments and a new minimum step.

**File Number 240554 – Staff and Per Diem Nurses, Local 1021**

The MOU affects 1,833 authorized positions with a base salary of \$364.9 million and an overall pay and benefits base of about \$510.8 million. We project the MOU will increase costs to the City by \$32.3 million in FY 2024-25, \$57.1 million in FY 2025-26, and \$84.5 million in FY 2026-27. About 35% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to a staffing request for 47 additional FTE's and wage and equity adjustments. The MOU also includes smaller amounts for license and tuition reimbursement, release time, and training.





# Labor Negotiations Update

Department of Human Resources  
Board of Supervisors – Government Audit and Oversight Committee

June 6, 2024



# Settlement vs. Arbitration

- 26 Tables
- 21 Settled
- 5 Arbitration Awards
  - District Attorney Investigators' Association (DAIA)
  - Municipal Executives' Association (MEA)
  - Sheriff's Managers and Supervisors Association (MSA)
  - International Brotherhood of Electrical Workers (Local 6)
  - San Francisco City Workers United (Painters)



# Miscellaneous Employee Highlights

## General Wage Increase of 13% for Misc. City Employees:

- July 1, 2024: 1.50%
  - January 4, 2025: 1.50%
  - June 30, 2025: 1.00%
  - July 1, 2025: 1.00%
  - January 3, 2026: 1.50%
  - June 30, 2026: 2.00%
  - January 2, 2027: 2.00%
  - June 30, 2027: 2.50%
- 
- **Term:** 3 Years



# Fiscal Impact

## Costs Wage Increases for All MOUs

	<b>FY 2024-25</b>	<b>FY 2025-26</b>	<b>FY 2026-27</b>
<b>Wages</b>	\$78.6M	\$206M	\$346.9M
<b>Combined Cost of MOUs inc. Wages and Benefits</b>	\$130.8M	\$293.3M	\$471.6M

*1% of Total Compensation (all funds): \$49.7 million*

## Wages & Benefits

- 13% Wage Increase over 3 years
- \$25.00 an hour minimum wage for all represented employees
- Improved employee safety measures
- Commitment to fill vacant positions
- Promotive opportunities
- Expanded employee training opportunities
- Pilot contract review process for the City's two largest unions, SEIU 1021 and IFPTE Local 21 (collectively representing nearly 20,000 CCSF employees)



# Registered Nurses Highlights

## Wages & Benefits

- 17.5% Wage Increase Over 3 Years including Market Adjustments
- 47 New Positions Across the Healthcare System
- Improved Employee Safety Measures
- Commitment to Fill Vacant Positions
- 33% Increase in Tuition Reimbursement
- Prioritizes Scheduling Permanent Nurse Staff



# Public Safety Highlights

## Wages & Benefits

- Deputy Sheriffs' Association
  - Longevity Pay: Additional 2% at 20 years and 2% at 25 years
- Sheriffs' Managers & Supervisors
  - Longevity Pay: Additional 2% at 25 years and 2% and 28 years
- Deputy Probation Officers
  - Adds new step 12 and increases wages at steps 8, 9, and 10 over 3 years



# Hiring, Contracting, and Tracking Vacancies

- **Hiring**
  - Rule Changes to Expedite Hiring for Current Temporary Employees into Permanent Positions
  - City to Consider Using Labor Hiring Halls When Filling Exempt Positions
- **Contracting**
  - Pilot Contract Review Process with SEIU, Local 1021 Misc. and IFPTE, Local 21
    - City Provides Notice to Unions of Solicitations of Work
    - Collaborative Review of Future Contracting Out Processes
    - Fact Finder Process for Disputes Regarding PSC Contracts
- **Vacancies**
  - DHR to Maintain an Online Vacancy Dashboard





Questions?