

File No. 201048

Committee Item No. 7

Board Item No. 14

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: Nov. 5, 2020

Board of Supervisors Meeting:

Date: Nov. 17, 2020

#### Cmte Board

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

#### OTHER

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Controller's MOU Costing Analysis Memo – October 28, 2020</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral FYI – September 23, 2020</u>                         |
| <input type="checkbox"/>            | <input type="checkbox"/>            | _____  |
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| <input type="checkbox"/>            | <input type="checkbox"/>            | _____  |

Prepared by: John Carroll

Date: October 30, 2020

Prepared by: John Carroll

Date: Nov. 12, 2020

1 [Memorandum of Understanding - Municipal Executives Association - Fire]

2

3 **Ordinance adopting and implementing the First Amendment to the 2018-2021**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **Municipal Executives Association - Fire, to defer wage increases currently set for**  
6 **FY2020-2021, extend the term by two years, and set wages for the additional term.**

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.

11

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

13

14 Section 1. The Board of Supervisors hereby adopts and implements the First  
15 Amendment to the 2018-2021 Memorandum of Understanding (“MOU”) between the City and  
16 County of San Francisco and the Municipal Executives Association – Fire, to defer wage  
17 increases currently set for fiscal year 2020-2021, extend the term by two years, and set  
18 wages for the additional term.

19 The First Amendment to the MOU so implemented is on file with the Clerk of the Board  
20 of Supervisors in Board File No.201048.

21

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 MOU.

24

25

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

5

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

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

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**AMENDMENT NO. 1  
TO THE 2018-2021 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
MUNICIPAL EXECUTIVES' ASSOCIATION  
FIRE  
August 6, 2020**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors and ratification by the Municipal Executives' Association – Fire:

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

**III.A. WAGES**

49. Base wages shall be increased as follows:

7/1/18: 3%

7/1/19: 3%

**The City and the Union had previously negotiated the following:**

**1.** Effective July 1, 2020, represented employees will receive a base wage increase of 3% unless the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, in which case the base wage adjustments of 3% due on, July 1, 2020, will be delayed by six (6) months until the pay period including January 1, 2021.

**2.** **The City and the Association agree that subsection (1) above is superseded, and the wage increase of 3% above is deferred and split as follows:**

**a.** **1% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.**

**b.** **2% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2023.**

3. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.

4. Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 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 2022-2023 that exceeds \$200 million, then the base wage adjustment due on July 1, 2022, will be delayed by approximately six (6) months, to be effective on January 7, 2023.

49a. Parity

The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the First Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

ARTICLE III: PAY, HOURS AND BENEFITS

III.R. RETIREMENT PICK UP

Retirement Restoration Payment

102a. For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:

- 1% deferred from December 26, 2020 through COB June 30, 2022; and
- 2% deferred from December 26, 2020 through COB June 30, 2023.

102b. As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 1% and 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.

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

**V.C. DURATION OF AGREEMENT**

136. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, ~~2021~~2023.

**FOR THE CITY**

9/12/2020

Date: \_\_\_\_\_



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

**FOR THE ASSOCIATION**

9/13/2020

Date: \_\_\_\_\_

DocuSigned by:

*RAQUEL SILVA*

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\_\_\_\_\_  
Raquel Silva  
Executive Director

*APPROVED AS TO FORM:*

DENNIS J. HERRERA  
City Attorney



9/14/2020

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

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**and**

**MUNICIPAL EXECUTIVES' ASSOCIATION  
FIRE**

**July 1, 2018 - June 30, 20213**

**Revised per Amendment #1 to FY 2018-2021 MOU**

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**ARTICLE I: REPRESENTATION**

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered employees, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

**I.A. RECOGNITION**

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the unit listed below:

F-3	0140	Chief of Fire
	0150	Deputy Chief of Department
	H-51	Assistant Deputy Chief II
	H-53	Emergency Medical Services Chief

4. Recognition shall only be extended to individual job codes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

**I.B. NO STRIKE PROVISION**

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

**I.C. MANAGEMENT RIGHTS**

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

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

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

#### **I.D. GRIEVANCE PROCEDURES**

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

10. A grievance is any dispute that involves the interpretation or application of a specific provision of this Agreement. Grievances may be filed only by the Association. In the event that an employee or a group of employees elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the employee(s) will be held in abeyance pending the employee's election of remedies. If an employee or group of employees elects another remedy the grievance shall be deemed withdrawn.

11. A grievance must include the following:
  - a. The basis and date of the grievance as known at the time of submission;
  - b. The section(s) of the Agreement allegedly violated;
  - c. The remedy or solution sought.

12. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the information is provided. If the Association does not provide the information within 30 calendar days of request, the grievance, or the portion to which the requested information is not supplied, is deemed withdrawn.

#### Time Limits

13. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.

For purposes of this grievance procedure, a “day” is defined as a “business day,” unless expressly stated as a calendar day. A business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

#### Steps of the Procedure

14. Except for grievances involving multiple employees or the Chief of Department, all grievances must be initiated at Step 1 of the grievance procedure.
15. A grievance affecting more than one employee shall be filed with the Chief of Department. A grievance initiated on behalf of the Chief of Department shall be filed with the Employee Relations Director. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
16. Step 1: The Association shall submit the grievance in writing to the grievant’s immediate supervisor. If the supervisor is the Chief of Department, the grievance may be initiated at Step 2.
17. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
18. Step 2: If the grievance is not resolved at Step 1, the Association, on behalf of the individual grievant, may appeal to the Chief of Department, in writing, within ten (10) days of receipt of the Step 1 response. The Chief of Department may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The Chief of Department shall respond in writing within twenty (20) days of the meeting or receipt of the grievance, whichever is later.
19. Step 3: If the grievance is not resolved at Step 2, the Association may appeal to the Employee Relations Director (“Director”), in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
20. Step 4: If the grievance is not resolved at Step 3, the Association may submit the grievance to arbitration within twenty (20) days of receipt of the Step 3 response, by notifying the Director in writing. Only the Association may submit a grievance to arbitration.

#### Selection of the Arbitrator

21. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) days, or any extension of time mutually agreed upon, the

parties shall request that the State Mediation and Conciliation Service (“SMCS”) or the American Arbitration Association (“AAA”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.

22. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

#### Authority of the Arbitrator

23. The arbitrator shall have no power or authority to: alter or supersede the Charter, the Civil Service Commission Rules, or the Administrative Code; or add to, ignore, modify or amend the terms of this Agreement.

24. Notwithstanding any other provisions of this Agreement, disciplinary or punitive actions described in Charter Section A8.343 and A8.344 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

#### Fees and Expenses of Arbitrator

25. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

#### Hearing Dates and Date of Award

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

#### Monetary Relief

27. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

#### Failure to Respond

28. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

### **I.E. OFFICIAL REPRESENTATIVES**

29. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.

## **I.F. ASSOCIATION SECURITY**

### Authorization for Deductions

30. The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions. All payroll deductions are subject to Administrative Code Section 16.90.

### Dues Deductions

31. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson St., 2nd Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
32. No later than nine (9) working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, job code (rank), department number, and the amount deducted.
33. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, job code (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
34. The above information shall be provided by the City at no cost to the Association.

35. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

36. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract, including sworn and non-sworn employees, because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, ~~or~~ 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 law.
37. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election of an affected employee of any administrative or statutory remedy provided by law.
38. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the Fire Department, the City does not represent individual firefighters. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to MEA-Fire members who are complainants in discrimination cases, as well as to MEA-Fire members who may be accused of discriminatory conduct.
39. 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.
40. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Section I.D. of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of Department or the Fire Commission.
41. Paragraphs 34-40 shall be non-grievable except with respect to an asserted violation of paragraph 39.

### **II.B AMERICANS WITH DISABILITIES ACT**



42. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with applicable federal, state and local disability anti-discrimination laws. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such laws. The City reserves the right to take any action necessary to comply therewith.

### **II.C. EMPLOYMENT STATUS**

43. It is recognized, understood and agreed that employees in job codes (ranks) assigned to the bargaining unit covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

### **II.D. SEVERANCE PAY**

44. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.
- A. In providing pay in lieu of notice under paragraph (1) above, if a represented employee has permanent civil service status in a position and returns to that position upon involuntary release from the position represented by the Association, the employee shall receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of position from which he or she is being released and the pay in the underlying permanent civil service position to which the employee reverts.
45. 2. In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Except as provided in Section II.D.3 below, employees who elect severance shall receive one week's severance pay for each full year worked, up to a maximum of twenty (20) weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of the employee's employment or termination of employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall also include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section II.D.

46. 3. Payment of severance is dependent upon approval of the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Officer, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor.
47. 4. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the Fire Department for two years from the date of release.

**II.E. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING**

48. Employees will be subject to random on-duty drug and alcohol screening, under such random drug and alcohol screening procedures implemented by the City for members of the San Francisco Fire Fighters Union, Local 798, including any future modifications to those procedures. Employees will be subject to that random screening effective the first date the screening procedures are in use for members of Local 798, and on-going. Employees assigned to non-suppression schedules will be subject to testing only during normal business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.

## ARTICLE III: PAY, HOURS AND BENEFITS

### III.A. WAGES

49. Base wages shall be increased as follows:

7/1/18: 3%

7/1/19: 3%

#### The City and the Union had previously negotiated the following:

1. Effective July 1, 2020, represented employees will receive a base wage increase of 3% unless the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, in which case the base wage adjustments of 3% due on July 1, 2020, will be delayed by six (6) months until the pay period including January, 1, 2021.
2. The City and the Association agree that subsection (1) above is superseded, and the wage increase of 3% above is deferred and split as follows:
  - a. 1% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.
  - b. 2% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2023.
3. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.
4. Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 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 2022-2023 that exceeds \$200 million, then the base wage adjustment due on July 1, 2022,

will be delayed by approximately six (6) months, to be effective on January 7, 2023.

49a.

Parity

The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the First Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

**III.B. PREMIUM PAYMENTS**

1. Acting Assignment Pay

50. Represented employees assigned by the Fire Commission or by the Chief of Department to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7 1/2%) additional compensation above the employee's base rate of pay subject to all of the following conditions:

51. a. The assignment shall be in writing.

52. b. The position to which the employee is assigned must be a budgeted position.

53. c. The employee is assigned to perform the duties of a higher job code (rank) for longer than ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.

54. d. Effective July 1, 2005, if a represented employee (1) is assigned in writing by the Fire Commission or by the Chief of Department (2) to perform the full range of duties and responsibilities (3) of a budgeted position in a higher rank, and (4) actually performs those duties on an acting or temporary basis for 30 or more consecutive days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent increase already received.

55. e. Requests for classification or reclassification review shall not be governed by this provision.
56. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.
2. Training and Education Achievement Pay
57. All covered job codes (ranks) shall receive an additional six percent (6%) of their base wage to recognize their advanced training and education achievement.
58. Effective December 29, 2018, the Training and Education Achievement Pay will increase by 1%, to 7% of base salary.
59. Effective December 28, 2019, the Training and Education Achievement Pay will increase by 1%, to 8% of base salary.
60. Effective April 3, 2021, the Training and Education Achievement Pay will increase by 1%, to 9% of base salary unless the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, in which case the Training and Education Achievement Pay adjustment of 1% due on April 3, 2021, will be delayed by six (6) months until the pay period starting October 2, 2021.
61. Training and Education Achievement Pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions to the same extent such payments are considered for other uniform ranks of the Department.
3. Retention Pay
62. Employees who have completed twenty-three (23) years or more of service as a uniformed employee of the Department shall receive two percent (2%) Retention Pay. Employees who have completed twenty-six (26) years or more of service as a uniformed employee of the Department shall receive an additional two percent (2%) Retention Pay, for a total of four percent (4%).
63. Retention Pay shall be considered as part of an employee's salary for purposes of computing retirement benefits and retirement contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for uniformed employees who have completed the required years of service covered by this Agreement. Retention Pay that was being paid to an employee at the time the employee became disabled shall not be included in the employee's disability benefits. Retention Pay may be stacked with Training and Education Achievement Pay.

### **III.C. METHOD OF CALCULATION**

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

### **III.D. WORK SCHEDULES**

#### Regular Work Day

65. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
66. A regular work day for job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to fire suppression is a tour of duty of a twenty-four (24) hour shift.

#### Regular Work Week

67. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period.
68. Job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to fire suppression shall work a 24-hour shift and a 48-hour average work week, on alternating three shift (A, B, C) work schedule, and a 21-day tour of duty.

### **III.E. EXECUTIVE LEAVE**

69. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
70. Any hires in job codes (ranks) covered by this agreement shall cash out any accumulated compensatory time off at the current base rate of pay of their former appointment upon appointment to a job code (rank) covered by this Agreement. Or at the discretion of the City, payment may be made at the current rate in any succeeding fiscal year subject to budgetary limitations.
71. Employees in the Safety F-3 executive management bargaining unit are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.
72. Employees shall receive five (5) days of paid executive leave per year. Executive leave may not be carried over into the next fiscal year. Executive leave may only be taken as paid time off and cannot be cashed out.

### **III.F. ADMINISTRATIVE LEAVE - AIRPORT ONLY**

#### H-51 Assistant Deputy Chief II

73. Employees in the H-51 Assistant Deputy Chief II rank may earn up to one hundred (100) hours of paid administrative leave (AL) per year under the following conditions:
74. The employee must be assigned to the suppression bureau at the San Francisco International Airport and the administrative leave hours earned must be related to a Federal Aviation Administration ("FAA") Alert.
75. The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.
76. Accrual or use of AL must be approved in advance by the Appointing Officer. Approval to accrue or use AL shall not be unreasonably withheld.
77. AL must be used during the same fiscal year in which it is earned. Employees may not carry forward earned but unused AL into the next fiscal year.
78. Administrative leave may only be taken in paid time off and cannot be "cashed out."

### **III.G. HOLIDAYS**

#### Non-Suppression

79. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Indigenous Peoples Day and Italian American Heritage Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)
80. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

81. 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.
82. The City shall accommodate religious belief or observance of employees as required by law.
83. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the appointing officer in the current fiscal year.

### **III.H. FLOATING HOLIDAYS**

84. Non-suppression employees shall receive four (4) floating holidays per fiscal year 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. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Except as stated in Article III.I., no compensation of any kind shall be earned or granted for floating days off not taken.
85. Non-suppression personnel with twenty (20) or more years of City Service shall be granted one (1) additional floating holiday, for a total of five(5) per fiscal year.

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

86. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

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

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



to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

### **III.K. IN-LIEU HOLIDAY**

88. In-Lieu Holidays must be taken within the fiscal year earned.

### **III.L. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

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

90. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

### **III.M. HOLIDAY PAY**

#### Fire Suppression

91. Effective July 1, 2018, employees in job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to twenty-four (24) hour suppression shall be paid six and one half percent (6½%) holiday pay per pay period, excluding other premiums, as holiday compensation for the holidays specified in Section III.G. of this Agreement. Upon declaration by the Mayor of any holiday in addition to those specified in Section III.G., suppression employees shall be paid an additional holiday pay which will be calculated on a proportional basis by the Controller's Office.

92. However, employees who utilize sick pay on a shift commencing either within two calendar days before, on the day of, or within two days after a holiday designated in Section III.G. shall not receive the holiday pay for two pay periods. For the Thanksgiving holidays, a single continuous usage of sick pay by an employee during any or all of the shifts commencing either within two calendar days before Thanksgiving Day, Thanksgiving Day, the day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that employee not receiving the holiday pay for the two subsequent pay periods.

### **III.N. VACATION**

93. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

### **III.O. SICK LEAVE**

94. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 320.

### **III.P. VOLUNTARY HEALTH SCREENING**

#### Hepatitis B Vaccine and Hepatitis C Screening

95. The City shall provide, at its cost, Hepatitis B vaccine immunization and Hepatitis C screening for employees whose health plans do not provide these benefits.

#### Annual Tuberculosis Screening

96. The City shall provide, at its cost, annual tuberculosis screening for employees.

#### Voluntary Prostate Cancer Screening

97. The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary prostate cancer screening to all male employees who are over 40 years of age. Confidentiality of all medical information shall be maintained.

#### Voluntary Breast Cancer Screening

98. The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary breast cancer screening to all female employees over 40 years of age. Confidentiality of all medical information shall be maintained.

### **III.Q. HEALTH AND DENTAL INSURANCE**

#### Health Coverage

99. The City shall provide contributions for employee health benefits at the rate prescribed in Charter Sections A8.423 through A8.428.

100. Health and dental, including flexible spending ("cafeteria") benefits, will be equivalent to those offered to members of the City's bargaining unit #32.

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

### III.R. RETIREMENT PICK UP

102. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. The parties acknowledge that these contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).

#### Retirement Restoration Payment

**102a. For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:**

- **1% deferred from December 26, 2020 through COB June 30, 2022; and**
- **2% deferred from December 26, 2020 through COB June 30, 2023.**

**102b. As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 1% and 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.**

### III.S. UNIFORMS

103. The City shall continue the practice of providing at the same level, uniform clothing and equipment for covered employees.

### III.T. MUTUAL AID DEPLOYMENTS

104. For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the City shall compensate its employees portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal shall begin at the time of dispatch for the incident and shall end upon the return to San Francisco when equipment and personnel are in service and available for the City response.

105. Employees deployed on CalOES mutual aid assignments shall be paid at one-and-one-half (1.5) times their base rate of pay for hours worked in excess of their normal work schedules but only when any third party, non-City agency reimburses the City at that rate.

106. General Order 14 A-42 governs CalOES mutual aid deployments. The Department's application and interpretation of that General Order are not subject to the grievance procedure.

### **III.U. PAID SICK LEAVE ORDINANCE**

107. 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.V. RETIREE HEALTH BENEFITS**

108. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This re-opener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.

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

### **IV.A. TRAINING PROGRAMS**

#### **Fire Command Staff Training Fund**

109. The City will contribute six thousand dollars (\$6,000) annually to a Fire Command Staff Training Fund for the exclusive use of employees covered under this Agreement. The Chief of Department will determine the allocation of this fund. Any unused funds shall not carry forward to the next fiscal year.

110. This Section shall not be subject to the grievance procedure.

#### **Paid Status During Training**

111. When the Chief of Department assigns employees in this bargaining unit to attend required training, the employee shall suffer no loss of pay.

112. This section shall not be subject to the grievance procedure.

### **IV.B. PILOT WELLNESS PROGRAM**

113. The pilot "wellness incentive program" shall sunset at 11:59 PM on June 30, 2020.

114. Any full-time employee meeting the eligibility criteria set forth below and leaving the employment of the City upon service or disability retirement shall receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours (192 hours for employees on 24-hour assignments) or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

115. The amount of this payment shall be equal to two percent (2%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Effective July 1, 2019, the amount of this payment shall be equal to one percent (1%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.

#### **Example of calculation:**

Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separation.  
Wellness incentive = 2% for each year of service x 20 years of service = 40%  
40% x 500 hours = 200 hours  
200 hours x \$25.00 (base salary rate at time of separation) = \$5,000.00

116. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1,040) hours, including any vested sick leave, for employees scheduled to work forty (40) hours per week or one thousand two hundred seventy two (1,272) hours, including any vested sick leave, for employees scheduled to work 24 hour shifts.
117. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

#### **IV.C. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY**

118. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.
119. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
120. 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.
121. Under the policy, all employees (regardless of start date) 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.
122. 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;

123. 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.

124. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

125. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

126. The parties mutually agree that employees may print out pay advices during work hours.

## **ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT**

### **V.A. SCOPE**

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

127. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
128. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
129. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in this section, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
130. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
131. During the term of this MOU disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter Section A8.590-5(g).
132. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
133. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.



134. 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.

**V.B SAVINGS CLAUSE**

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

**V.C. DURATION OF AGREEMENT**

136. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, ~~2021~~2023.

**SIGNATURE PAGE**

137. In Witness Hereof, the parties have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2018~~20~~20.

FOR THE CITY

FOR THE UNION

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

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

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

APPROVED AS TO FORM:  
City Attorney

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

**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**and**

**MUNICIPAL EXECUTIVES' ASSOCIATION  
FIRE**

**July 1, 2018 - June 30, 2023**

**Revised per Amendment #1 to FY 2018-2021 MOU**

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## **ARTICLE I: REPRESENTATION**

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered employees, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

### **I.A. RECOGNITION**

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the unit listed below:

F-3	0140	Chief of Fire
	0150	Deputy Chief of Department
	H-51	Assistant Deputy Chief II
	H-53	Emergency Medical Services Chief

4. Recognition shall only be extended to individual job codes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

### **I.B. NO STRIKE PROVISION**

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

### **I.C. MANAGEMENT RIGHTS**

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

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

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

#### **I.D. GRIEVANCE PROCEDURES**

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

10. A grievance is any dispute that involves the interpretation or application of a specific provision of this Agreement. Grievances may be filed only by the Association. In the event that an employee or a group of employees elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the employee(s) will be held in abeyance pending the employee's election of remedies. If an employee or group of employees elects another remedy the grievance shall be deemed withdrawn.

11. A grievance must include the following:
  - a. The basis and date of the grievance as known at the time of submission;
  - b. The section(s) of the Agreement allegedly violated;
  - c. The remedy or solution sought.

12. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the information is provided. If the Association does not provide the information within 30 calendar days of request, the grievance, or the portion to which the requested information is not supplied, is deemed withdrawn.

#### Time Limits

13. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.

For purposes of this grievance procedure, a “day” is defined as a “business day,” unless expressly stated as a calendar day. A business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

#### Steps of the Procedure

14. Except for grievances involving multiple employees or the Chief of Department, all grievances must be initiated at Step 1 of the grievance procedure.
15. A grievance affecting more than one employee shall be filed with the Chief of Department. A grievance initiated on behalf of the Chief of Department shall be filed with the Employee Relations Director. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
16. Step 1: The Association shall submit the grievance in writing to the grievant’s immediate supervisor. If the supervisor is the Chief of Department, the grievance may be initiated at Step 2.
17. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
18. Step 2: If the grievance is not resolved at Step 1, the Association, on behalf of the individual grievant, may appeal to the Chief of Department, in writing, within ten (10) days of receipt of the Step 1 response. The Chief of Department may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The Chief of Department shall respond in writing within twenty (20) days of the meeting or receipt of the grievance, whichever is later.
19. Step 3: If the grievance is not resolved at Step 2, the Association may appeal to the Employee Relations Director (“Director”), in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
20. Step 4: If the grievance is not resolved at Step 3, the Association may submit the grievance to arbitration within twenty (20) days of receipt of the Step 3 response, by notifying the Director in writing. Only the Association may submit a grievance to arbitration.

#### Selection of the Arbitrator

21. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) days, or any extension of time mutually agreed upon, the



parties shall request that the State Mediation and Conciliation Service (“SMCS”) or the American Arbitration Association (“AAA”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.

22. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

#### Authority of the Arbitrator

23. The arbitrator shall have no power or authority to: alter or supersede the Charter, the Civil Service Commission Rules, or the Administrative Code; or add to, ignore, modify or amend the terms of this Agreement.

24. Notwithstanding any other provisions of this Agreement, disciplinary or punitive actions described in Charter Section A8.343 and A8.344 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

#### Fees and Expenses of Arbitrator

25. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

#### Hearing Dates and Date of Award

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

#### Monetary Relief

27. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

#### Failure to Respond

28. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

### **I.E. OFFICIAL REPRESENTATIVES**

29. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings.

## **I.F. ASSOCIATION SECURITY**

### Authorization for Deductions

30. The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions. All payroll deductions are subject to Administrative Code Section 16.90.

### Dues Deductions

31. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson St., 2nd Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
32. No later than nine (9) working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, job code (rank), department number, and the amount deducted.
33. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, job code (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
34. The above information shall be provided by the City at no cost to the Association.

35. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

36. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract, including sworn and non-sworn employees, because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, ~~or~~ 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 law.
37. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election of an affected employee of any administrative or statutory remedy provided by law.
38. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the Fire Department, the City does not represent individual firefighters. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to MEA-Fire members who are complainants in discrimination cases, as well as to MEA-Fire members who may be accused of discriminatory conduct.
39. 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.
40. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Section I.D. of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of Department or the Fire Commission.
41. Paragraphs 34-40 shall be non-grievable except with respect to an asserted violation of paragraph 39.

### **II.B AMERICANS WITH DISABILITIES ACT**

42. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with applicable federal, state and local disability anti-discrimination laws. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such laws. The City reserves the right to take any action necessary to comply therewith.

### **II.C. EMPLOYMENT STATUS**

43. It is recognized, understood and agreed that employees in job codes (ranks) assigned to the bargaining unit covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

### **II.D. SEVERANCE PAY**

44. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.
- A. In providing pay in lieu of notice under paragraph (1) above, if a represented employee has permanent civil service status in a position and returns to that position upon involuntary release from the position represented by the Association, the employee shall receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of position from which he or she is being released and the pay in the underlying permanent civil service position to which the employee reverts.
45. 2. In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Except as provided in Section II.D.3 below, employees who elect severance shall receive one week's severance pay for each full year worked, up to a maximum of twenty (20) weeks, in exchange for a release signed by the employee and MEA of any and all claims arising out of the employee's employment or termination of employment (including claims arising under this Agreement) that the employee or MEA may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall also include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section II.D.

46. 3. Payment of severance is dependent upon approval of the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Officer, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor.
47. 4. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the Fire Department for two years from the date of release.

**II.E. PHYSICAL EXAMINATION/DRUG & ALCOHOL SCREENING**

48. Employees will be subject to random on-duty drug and alcohol screening, under such random drug and alcohol screening procedures implemented by the City for members of the San Francisco Fire Fighters Union, Local 798, including any future modifications to those procedures. Employees will be subject to that random screening effective the first date the screening procedures are in use for members of Local 798, and on-going. Employees assigned to non-suppression schedules will be subject to testing only during normal business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m.

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

### **III.A. WAGES**

49. Base wages shall be increased as follows:

7/1/18: 3%

7/1/19: 3%

The City and the Union had previously negotiated the following:

1. Effective July 1, 2020, represented employees will receive a base wage increase of 3% unless the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, in which case the base wage adjustments of 3% due on July 1, 2020, will be delayed by six (6) months until the pay period including January, 1, 2021.
2. The City and the Association agree that subsection (1) above is superseded, and the wage increase of 3% above is deferred and split as follows:
  - a. 1% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.
  - b. 2% of the raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2023.
3. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.
4. Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 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 2022-2023 that exceeds \$200 million, then the base wage adjustment due on July 1, 2022, will be delayed by approximately six (6) months, to be effective on January 7, 2023.

50. Parity

The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the First Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

**III.B. PREMIUM PAYMENTS**

1. Acting Assignment Pay

51. Represented employees assigned by the Fire Commission or by the Chief of Department to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7 1/2%) additional compensation above the employee's base rate of pay subject to all of the following conditions:

52. a. The assignment shall be in writing.

53. b. The position to which the employee is assigned must be a budgeted position.

54. c. The employee is assigned to perform the duties of a higher job code (rank) for longer than ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.

55. d. Effective July 1, 2005, if a represented employee (1) is assigned in writing by the Fire Commission or by the Chief of Department (2) to perform the full range of duties and responsibilities (3) of a budgeted position in a higher rank, and (4) actually performs those duties on an acting or temporary basis for 30 or more consecutive days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent increase already received.

56. e. Requests for classification or reclassification review shall not be governed by this provision.



57. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

2. Training and Education Achievement Pay

58. All covered job codes (ranks) shall receive an additional six percent (6%) of their base wage to recognize their advanced training and education achievement.

59. Effective December 29, 2018, the Training and Education Achievement Pay will increase by 1%, to 7% of base salary.

60. Effective December 28, 2019, the Training and Education Achievement Pay will increase by 1%, to 8% of base salary.

61. Effective April 3, 2021, the Training and Education Achievement Pay will increase by 1%, to 9% of base salary unless the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, in which case the Training and Education Achievement Pay adjustment of 1% due on April 3, 2021, will be delayed by six (6) months until the pay period starting October 2, 2021.

62. Training and Education Achievement Pay shall be considered as part of an employee's salary for the purpose of computing retirement benefits and retirement contributions to the same extent such payments are considered for other uniform ranks of the Department.

3. Retention Pay

63. Employees who have completed twenty-three (23) years or more of service as a uniformed employee of the Department shall receive two percent (2%) Retention Pay. Employees who have completed twenty-six (26) years or more of service as a uniformed employee of the Department shall receive an additional two percent (2%) Retention Pay, for a total of four percent (4%).

64. Retention Pay shall be considered as part of an employee's salary for purposes of computing retirement benefits and retirement contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for uniformed employees who have completed the required years of service covered by this Agreement. Retention Pay that was being paid to an employee at the time the employee became disabled shall not be included in the employee's disability benefits. Retention Pay may be stacked with Training and Education Achievement Pay.

### III.C. METHOD OF CALCULATION

65. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed

during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

### **III.D. WORK SCHEDULES**

#### Regular Work Day

66. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
67. A regular work day for job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to fire suppression is a tour of duty of a twenty-four (24) hour shift.

#### Regular Work Week

68. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period.
69. Job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to fire suppression shall work a 24-hour shift and a 48-hour average work week, on alternating three shift (A, B, C) work schedule, and a 21-day tour of duty.

### **III.E. EXECUTIVE LEAVE**

70. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
71. Any hires in job codes (ranks) covered by this agreement shall cash out any accumulated compensatory time off at the current base rate of pay of their former appointment upon appointment to a job code (rank) covered by this Agreement. Or at the discretion of the City, payment may be made at the current rate in any succeeding fiscal year subject to budgetary limitations.
72. Employees in the Safety F-3 executive management bargaining unit are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.
73. Employees shall receive five (5) days of paid executive leave per year. Executive leave may not be carried over into the next fiscal year. Executive leave may only be taken as paid time off and cannot be cashed out.

### **III.F. ADMINISTRATIVE LEAVE - AIRPORT ONLY**

#### H-51 Assistant Deputy Chief II

74. Employees in the H-51 Assistant Deputy Chief II rank may earn up to one hundred (100) hours of paid administrative leave (AL) per year under the following conditions:
75. The employee must be assigned to the suppression bureau at the San Francisco International Airport and the administrative leave hours earned must be related to a Federal Aviation Administration ("FAA") Alert.
76. The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.
77. Accrual or use of AL must be approved in advance by the Appointing Officer. Approval to accrue or use AL shall not be unreasonably withheld.
78. AL must be used during the same fiscal year in which it is earned. Employees may not carry forward earned but unused AL into the next fiscal year.
79. Administrative leave may only be taken in paid time off and cannot be "cashed out."

### **III.G. HOLIDAYS**

#### Non-Suppression

80. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Indigenous Peoples Day and Italian American Heritage Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)
81. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
82. 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.

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

84. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the appointing officer in the current fiscal year.

### **III.H. FLOATING HOLIDAYS**

85. Non-suppression employees shall receive four (4) floating holidays per fiscal year 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. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Except as stated in Article III.I., no compensation of any kind shall be earned or granted for floating days off not taken.

86. Non-suppression personnel with twenty (20) or more years of City Service shall be granted one (1) additional floating holiday, for a total of five(5) per fiscal year.

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

87. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

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

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

### **III.K. IN-LIEU HOLIDAY**

89. In-Lieu Holidays must be taken within the fiscal year earned.

### **III.L. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

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

91. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

### **III.M. HOLIDAY PAY**

#### Fire Suppression

92. Effective July 1, 2018, employees in job codes (ranks) H-51 Assistant Deputy Chief II and H-53 Emergency Medical Services Chief assigned to twenty-four (24) hour suppression shall be paid six and one half percent (6½%) holiday pay per pay period, excluding other premiums, as holiday compensation for the holidays specified in Section III.G. of this Agreement. Upon declaration by the Mayor of any holiday in addition to those specified in Section III.G., suppression employees shall be paid an additional holiday pay which will be calculated on a proportional basis by the Controller's Office.

93. However, employees who utilize sick pay on a shift commencing either within two calendar days before, on the day of, or within two days after a holiday designated in Section III.G. shall not receive the holiday pay for two pay periods. For the Thanksgiving holidays, a single continuous usage of sick pay by an employee during any or all of the shifts commencing either within two calendar days before Thanksgiving Day, Thanksgiving Day, the day After Thanksgiving, or the day after the Day After Thanksgiving, will result in that employee not receiving the holiday pay for the two subsequent pay periods.

### **III.N. VACATION**

94. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

### **III.O. SICK LEAVE**

95. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 320.

### **III.P. VOLUNTARY HEALTH SCREENING**

#### Hepatitis B Vaccine and Hepatitis C Screening

96. The City shall provide, at its cost, Hepatitis B vaccine immunization and Hepatitis C screening for employees whose health plans do not provide these benefits.

#### Annual Tuberculosis Screening

97. The City shall provide, at its cost, annual tuberculosis screening for employees.

#### Voluntary Prostate Cancer Screening

98. The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary prostate cancer screening to all male employees who are over 40 years of age. Confidentiality of all medical information shall be maintained.

#### Voluntary Breast Cancer Screening

99. The San Francisco Fire Department shall offer as part of the Department's Health Check Program, voluntary breast cancer screening to all female employees over 40 years of age. Confidentiality of all medical information shall be maintained.

### **III.Q. HEALTH AND DENTAL INSURANCE**

#### Health Coverage

100. The City shall provide contributions for employee health benefits at the rate prescribed in Charter Sections A8.423 through A8.428.

101. Health and dental, including flexible spending ("cafeteria") benefits, will be equivalent to those offered to members of the City's bargaining unit #32.

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

### **III.R. RETIREMENT PICK UP**

103. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. The parties acknowledge

that these contributions satisfy the requirements of Charter Sections A8.596-11(e) and A8.598-11(d).

#### Retirement Restoration Payment

104. For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:
- 1% deferred from December 26, 2020 through COB June 30, 2022; and
  - 2% deferred from December 26, 2020 through COB June 30, 2023.
105. As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 1% and 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.

### **III.S. UNIFORMS**

106. The City shall continue the practice of providing at the same level, uniform clothing and equipment for covered employees.

### **III.T. MUTUAL AID DEPLOYMENTS**

107. For all State of California Governor's Office of Emergency Services (CalOES) mutual aid deployments, the City shall compensate its employees portal-to-portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response. Portal-to-portal shall begin at the time of dispatch for the incident and shall end upon the return to San Francisco when equipment and personnel are in service and available for the City response.
108. Employees deployed on CalOES mutual aid assignments shall be paid at one-and-one-half (1.5) times their base rate of pay for hours worked in excess of their normal work schedules but only when any third party, non-City agency reimburses the City at that rate.
109. General Order 14 A-42 governs CalOES mutual aid deployments. The Department's application and interpretation of that General Order are not subject to the grievance procedure.

### **III.U. PAID SICK LEAVE ORDINANCE**

110. 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.V. RETIREE HEALTH BENEFITS**

111. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This re-opener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.



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

### **IV.A. TRAINING PROGRAMS**

#### **Fire Command Staff Training Fund**

112. The City will contribute six thousand dollars (\$6,000) annually to a Fire Command Staff Training Fund for the exclusive use of employees covered under this Agreement. The Chief of Department will determine the allocation of this fund. Any unused funds shall not carry forward to the next fiscal year.

113. This Section shall not be subject to the grievance procedure.

#### **Paid Status During Training**

114. When the Chief of Department assigns employees in this bargaining unit to attend required training, the employee shall suffer no loss of pay.

115. This section shall not be subject to the grievance procedure.

### **IV.B. PILOT WELLNESS PROGRAM**

116. The pilot "wellness incentive program" shall sunset at 11:59 PM on June 30, 2020.

117. Any full-time employee meeting the eligibility criteria set forth below and leaving the employment of the City upon service or disability retirement shall receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours (192 hours for employees on 24-hour assignments) or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

118. The amount of this payment shall be equal to two percent (2%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Effective July 1, 2019, the amount of this payment shall be equal to one percent (1%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.

#### **Example of calculation:**

Employee A retires with 20 years of service.  
Employee A has a sick leave balance of 500 hours.  
Employee A has a base salary rate of \$25.00 per hour at the time of separation.  
Wellness incentive = 2% for each year of service x 20 years of service = 40%  
40% x 500 hours = 200 hours  
200 hours x \$25.00 (base salary rate at time of separation) = \$5,000.00

119. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1,040) hours, including any vested sick leave, for employees scheduled to work forty (40) hours per week or one thousand two hundred seventy two (1,272) hours, including any vested sick leave, for employees scheduled to work 24 hour shifts.
120. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

#### **IV.C. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY**

121. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.
122. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
123. 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.
124. Under the policy, all employees (regardless of start date) 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.
125. 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;

126. 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.

127. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

128. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

129. The parties mutually agree that employees may print out pay advices during work hours.

## **ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT**

### **V.A. SCOPE**

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

130. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
131. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change.
132. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as described in this section, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
133. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
134. During the term of this MOU disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall not be subject to the impasse procedures provided in Charter Section A8.590-5(g).
135. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
136. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

137. 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.

**V.B SAVINGS CLAUSE**

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

**V.C. DURATION OF AGREEMENT**

139. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2023.

**SIGNATURE PAGE**

140. In Witness Hereof, the parties have executed this AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE CITY

FOR THE UNION

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

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

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

APPROVED AS TO FORM:  
City Attorney

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



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

Ben Rosenfield  
Controller  
Todd Rydstrom  
Deputy Controller

October 28, 2020

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 201045 - 201053: Amendments to 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 nine MOU amendments between the City and County of San Francisco and various Unions representing employee bargaining units. The MOUs for the four safety unions (San Francisco Fire Fighters Local 798, Units 1 and 2; Police Officers Association; Municipal Executives Association – Fire; and Municipal Executives Association – Police), originally set to expire on June 30, 2021, have been extended for two years until June 30, 2023. The period covered by the other affected MOUs are unchanged by these amendments.

The MOU amendments affect approximately 6,000 authorized positions with an overall salary and benefits base of approximately \$1.1 billion. Our analysis finds that the MOUs will result in decreased costs to the City of \$12.3 million (or 1.1%) in FY 2020-21, \$6.2 million (or 0.6%) in FY 2021-22, and increased costs to the City of \$35.8 million (or 3.3%) in FY 2022-23. Approximately 90% of the savings in FY 2020-21 and FY 2021-22 supports the General Fund and 90% of the cost in FY 2022-23 is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2021-22 and FY 2022-23 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases are delayed, the estimated cost would be reduced approximately \$11.6 million and \$11.8 million in FY 2021-22 and FY 2022-23, respectively.

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 554-7500 or Carol Lu of my staff at 554-7647.

Sincerely,

/s/ \_\_\_\_\_

Ben Rosenfield  
Controller

cc: Carol Isen, ERD  
Harvey Rose, Budget Analyst

## Attachment A

Combined Costs for All MOUs and Amendments	FY 2020-21	FY 2021-22	FY 2022-23
Wages	\$ (7,825,000)	\$ 31,000	\$ 29,363,000
Wage-Related Fringe Benefits	(1,636,000)	(275,000)	6,036,000
Premiums	(3,310,000)	(6,596,000)	0
Other Benefits	454,000	619,000	445,000
<b>MOU Total</b>	<b>\$ (12,317,000)</b>	<b>\$ (6,221,000)</b>	<b>\$ 35,844,000</b>
<i>% of Wage and Benefits Base</i>	<i>-1.1%</i>	<i>-0.6%</i>	<i>3.3%</i>

### Union Detail

File Number Union

San Francisco Fire Fighters Local 798, Unit 1 and Unit 2	FY 2020-21	FY 2021-22	FY 2022-23
201045- Wage Deferrals	\$ (4,071,000)	\$ (7,989,000)	\$ (5,326,000)
201046 Wage Deferral Related Fringe Benefits	(819,000)	(1,607,000)	(1,072,000)
Wage Increases	0	7,989,000	16,217,000
Wage Increase Related Fringe Benefits	0	1,607,000	3,263,000
Retirement Restoration	28,000	174,000	159,000
<b>Union Total</b>	<b>\$ (4,862,000)</b>	<b>\$ 174,000</b>	<b>\$ 13,241,000</b>
<i>% of Wage and Benefits Base</i>	<i>-1.5%</i>	<i>0.1%</i>	<i>4.1%</i>

201047 Municipal Executives Association	FY 2020-21	FY 2021-22
Grievance Procedures	\$ 0	\$ 0
<b>Union Total</b>	<b>\$ 0</b>	<b>\$ 0</b>
<i>% of Wage and Benefits Base</i>	<i>N/A</i>	<i>N/A</i>



201048	<b>Municipal Executives Association - Fire</b>	FY 2020-21	FY 2021-22	FY 2022-23
	Wage Deferrals	\$ (32,000)	\$ (64,000)	\$ (42,000)
	Wage Deferral Related Fringe Benefits	(7,000)	(13,000)	(9,000)
	Wage Increases	0	64,000	129,000
	Wage Increase Related Fringe Benefits	0	13,000	27,000
	Retirement Restoration	2,000	15,000	14,000
	<b>Union Total \$</b>	<b>(37,000)</b>	<b>\$ 15,000</b>	<b>\$ 119,000</b>
	<i>% of Wage and Benefits Base</i>	<i>-1.4%</i>	<i>0.6%</i>	<i>4.6%</i>
201049	<b>Municipal Executives Association - Police</b>	FY 2020-21	FY 2021-22	FY 2022-23
	Wage Deferrals	\$ (44,000)	\$ (130,000)	\$ (44,000)
	Wage Deferral Related Fringe Benefits	(10,000)	(28,000)	(10,000)
	Wage Increases	0	129,000	262,000
	Wage Increase Related Fringe Benefits	0	28,000	57,000
	Retirement Restoration	4,000	27,000	17,000
	Retention Pay	(206,000)	(387,000)	
	<b>Union Total \$</b>	<b>(256,000)</b>	<b>\$ (361,000)</b>	<b>\$ 282,000</b>
	<i>% of Wage and Benefits Base</i>	<i>-4.9%</i>	<i>-6.9%</i>	<i>5.4%</i>
201050	<b>Police Officers Association</b>	FY 2020-21	FY 2021-22	FY 2022-23
	Wage Deferrals	\$ (3,652,000)	\$ (10,822,000)	\$ (3,655,000)
	Wage Deferral Related Fringe Benefits	(760,000)	(2,511,000)	(760,000)
	Wage Increases	0	10,750,000	21,822,000
	Wage Increase Related Fringe Benefits	0	2,236,000	4,540,000
	Retirement Restoration	60,000	403,000	255,000
	Retention Pay	(3,104,000)	(6,209,000)	0
	Grievance Settlement	360,000	0	0
	<b>Union Total \$</b>	<b>(7,096,000)</b>	<b>\$ (6,153,000)</b>	<b>\$ 22,202,000</b>
	<i>% of Wage and Benefits Base</i>	<i>-1.6%</i>	<i>-1.4%</i>	<i>5.1%</i>

201051	<u>Service Employees International Union, Local 1021</u>	FY 2020-21	FY 2021-22
	Work Study Provisions	0	0
	<b>Union Total \$</b>	<b>0 \$</b>	<b>0</b>
	<i>% of Wage and Benefits Base</i>	<i>N/A</i>	<i>N/A</i>
201052	<u>Service Employees International Union Local 1021: Staff and Per Diem Nurses</u>	FY 2020-21	FY 2021-22
	Overtime Changes	\$ 50,000	\$ 104,000
	<b>Union Total \$</b>	<b>50,000 \$</b>	<b>104,000</b>
	<i>% of Wage and Benefits Base</i>	<i>0.0%</i>	<i>0.0%</i>
201053	<u>Unrepresented Employees</u>	FY 2020-21	
	Wage Deferrals	\$ (76,000)	
	Wage Deferral Related Fringe Benefits	(40,000)	
	Retirement Restoration	0	
	<b>Union Total \$</b>	<b>(116,000)</b>	
	<i>% of Wage and Benefits Base</i>	<i>-1.7%</i>	

## Attachment B

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

201045 – San Francisco Fire Fighters Local 798, Unit 1  
201046 – San Francisco Fire Fighters Local 798, Unit 2  
201047 – Municipal Executives Association  
201048 – Municipal Executives Association – Fire  
201049 – Municipal Executives Association – Police  
201050 – Police Officers Association  
201051 – Service Employees International Union, Local 1021  
201052 – Service Employees International Union Local 1021: Staff and Per Diem Nurses  
201053 – Unrepresented Employees

The MOU amendments affect approximately 6,000 authorized positions with an overall salary and benefits base of approximately \$1.1 billion. Our analysis finds that the MOUs will result in decreased costs to the City of \$12.3 million (or 1.1%) in FY 2020-21, \$6.2 million (or 0.6%) in FY 2021-22, and increased costs to the City of \$35.8 million (or 3.3%) in FY 2022-23. Approximately 90% of the savings in FY 2020-21 and FY 2021-22 supports the General Fund and 90% of the cost in FY 2022-23 is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2021-22 and FY 2022-23 could be delayed if the Joint Report projects a budget deficit greater than \$200 million. These cost estimates assume that those increases will take place as scheduled. If the increases are delayed, the estimated cost would be reduced approximately \$11.6 million and \$11.8 million in FY 2021-22 and FY 2022-23, respectively.

Details of the files are discussed in more detail below:

### **File Numbers 201045 and 201046 – San Francisco Fire Fighters Local 798, Units 1 and 2**

The MOU is extended for two years and will now expire on June 30, 2023. The 3.0% general wage increase scheduled for December 26, 2020 is split and deferred as follows: 1.0% deferred until the close of business on June 30, 2022 and 2.0% deferred until the close of business on June 30, 2023. There are two new general wage increases: A 3.0% increase due on July 1, 2021 and a 3.0% increase due on July 1, 2022. Both increases could be delayed approximately six months if the Joint Report finds a budget deficit exceeding \$200 million.

Employees who retire between December 26, 2020 and June 30, 2024 are entitled to up to 12 months of pensionable backpay to restore the deferred wage increases.

#### **201047 – Municipal Executives Association**

The grievance procedures are amended and expedited arbitration will be required in certain circumstances. There is no estimable cost related to these changes.

#### **201048 – Municipal Executives Association – Fire**

The MOU is extended for two years and will now expire on June 30, 2023. The 3.0% general wage increase scheduled for December 26, 2020 is split and deferred as follows: 1.0% deferred until the close of business on June 30, 2022 and 2.0% deferred until the close of business on June 30, 2023. There are two new general wage increases: A 3.0% increase due on July 1, 2021 and a 3.0% increase due on July 1, 2022. Both increases could be delayed approximately six months if the Joint Report finds a budget deficit exceeding \$200 million.

Employees who retire between December 26, 2020 and June 30, 2024 are entitled to up to 12 months of pensionable backpay to restore the deferred wage increases.

#### **201049 – Municipal Executives Association – Police**

The MOU is extended for two years and will now expire on June 30, 2023. The 2.0% wage increase due on December 26, 2020 is deferred until the close of business on June 30, 2022. The 1.0% wage increase due on June 30, 2021 at the close of business is deferred until the close of business on June 30, 2023. There are two new general wage increases: A 3.0% increase due on July 1, 2021 and a 3.0% increase due on July 1, 2022. Both increases could be delayed approximately six months if the Joint Report finds a budget deficit exceeding \$200 million.

The restructuring and increases to retention pay that were due on December 26, 2020 are deferred until the close of business on June 30, 2022. In addition, the requirement to work 1,700 hours to be eligible for retention pay is eliminated.

Employees who retire between December 26, 2020 and June 30, 2024 are entitled to up to 12 months of pensionable backpay to restore the deferred wage increases and the delayed changes to retention pay.

#### **201050 – Police Officers Association**

The MOU is extended for two years and will now expire on June 30, 2023. The 2.0% wage increase due on December 26, 2020 is deferred until the close of business on June 30, 2022. The 1.0% wage increase due on June 30, 2021 at the close of business is deferred until the close of business on June 30, 2023. There are two new general wage increases: A 3.0% increase due on July 1, 2021 and a 3.0% increase due on July 1, 2022. Both increases could be delayed approximately six months if the Joint Report finds a budget deficit exceeding \$200 million.

The restructuring and increases to retention pay that were due on December 26, 2020 are deferred until the close of business on June 30, 2022. In addition, the requirement to work 1,700 hours to be eligible for retention pay is eliminated.

Employees who retire between December 26, 2020 and June 30, 2024 are entitled to up to 12 months of pensionable backpay to restore the deferred wage increases and the delayed changes to retention pay.

As part of the MOU amendment, the City and SFPOA agreed to resolve two grievances related to the retention pay benefit.

#### **201051 – Service Employees International Union, Local 1021**

The MOU revises the work study program, but the maximum cost to the City is unchanged.

#### **201052 – Service Employees International Union Local 1021: Staff and Per Diem Nurses**

Registered nurses (job class 2320) working non-standard schedules (e.g., part-time, 12-hour shifts) will receive overtime pay for any hours in excess of 12 in a shift. Additionally, registered nurses who are required to work through their lunch breaks will receive overtime pay for that time.

#### **201053 – Unrepresented Employees**

Mayoral classifications 0885 – 0905 will not receive general wage increases in FY 2020-21.

BOARD of SUPERVISORS



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

## MEMORANDUM

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

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

DATE: September 23, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

File No. 201053 [Compensation for Unrepresented Employees]

**Ordinance amending Ordinance No. 106-20 fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2020.**

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





September 15, 2020

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

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

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

### **Background**

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

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

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

Please find enclosed for each MOU Amendment:

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

Please find enclosed for the Unrepresented Employees Ordinance Amendment:

- 1 Signed ORDINANCE on redline paper
- 1 Legislative Digest

## Summary of Changes

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

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

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

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

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

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

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

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

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

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

## **B. Grievances Settlement**

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

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

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

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

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

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

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

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

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

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

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

Thank you.

Enclosures

Angela Calvillo  
September 15, 2020  
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cc: Ben Rosenfield, Controller  
Micki Callahan, Human Resources Director  
Kelly Kirkpatrick, Mayor's Budget Director  
Sophia Kittler, Mayor's Liaison to the Board of Supervisors  
Members, Government, Audit and Oversight Committee  
John Carroll, Assistant Clerk, Board of Supervisors  
Brent Jalipa, Legislative Clerk, Board of Supervisors  
Katharine Hobin Porter, Chief Labor Attorney, City Attorney's Office  
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