

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: Erica Major, Assistant Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 15, 2017

SUBJECT: LEGISLATION INTRODUCED - MOUs

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on May 9, 2017.

These matters are tentatively calendared to be heard in Committee on **Thursday, June 7<sup>th</sup>, 2017**. These matters are being forwarded 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. 170494**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to extend the standby program at the District Attorney's Office through June 30, 2019.

### **File No. 170495**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to provide a one time wage adjustment of 1.15% to represented employees in classifications 7306 Automotive Body and Fender Workers and 7309 Car and Auto Painters, effective July 1, 2017.

**File No. 170496**

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to extend the PUC/CIP Planning Function Assignment Pay provision through June 30, 2019.

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

1 [Memorandum of Understanding - Municipal Attorneys Association]

2  
3 **Ordinance adopting and implementing Amendment No. 1 to the 2014-2019**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **Municipal Attorneys Association, to extend the standby program at the District**  
6 **Attorney's Office through June 30, 2019.**

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

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

15 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1  
16 to the 2014-2019 Memorandum of Understanding ("MOU") between the City and County of  
17 San Francisco and the Municipal Attorneys Association, to extend the standby program at the  
18 District Attorney's Office through June 30, 2019.

19 Amendment No. 1 to the 2014-2019 MOU so implemented is on file with the Clerk of  
20 the Board of Supervisors in Board File No. 170494.

21 APPROVED AS TO FORM:  
22 DENNIS J. HERRERA, City Attorney

23 By: 

24 MOIRA C. WALSH  
25 Managing Attorney

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**AMENDMENT No. 1**  
**TO THE 2014-2019 MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY AND COUNTY OF SAN FRANCISCO**  
**AND**  
**MUNICIPAL ATTORNEYS ASSOCIATION**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

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

**III.E. WORK SCHEDULES**

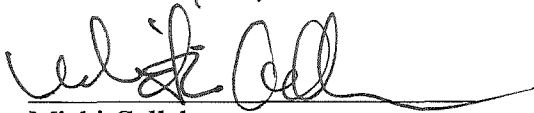
1. Benefit Accrual. For purposes of accrual of benefits, a regular biweekly pay period consists of eighty (80) hours.
2. Alternative Work Schedule. By mutual agreement, the City and MAA may enter into cost-equivalent alternate work schedules for some or all represented attorneys. Such alternate work schedules may include, but are not limited to, core hours, flex-time, full-time workweek of less than five (5) days, or a combination of features mutually agreeable to the parties. Such changes in work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to represented attorneys on a five (5) day, forty (40) hour week schedule.
3. Voluntary Reduced Workweek. Subject to the approval of the Appointing Officer, represented attorneys may voluntarily elect to work a reduced workweek for a specified period of time. Such reduced workweek shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced workweek. Subject to the approval of the Appointing Officer, represented attorneys working a reduced workweek may also elect to job share. Appointing Officers may grant (at their discretion) requests for reduced workweeks due to parenting or other childcare reasons. At the request of MAA, an Appointing Officer shall meet to discuss the role of reduced work schedules in his or her department.
4. Mandatory Time Off. There shall be no mandatory unpaid administrative leave (furlough) of any duration for represented attorneys.
5. Standby – District Attorney’s Office – PILOT PROGRAM
  - a. Represented attorneys may volunteer or be assigned to serve on a standby list established at the discretion of the District Attorney, in order to consult or respond regarding Officer Involved Shootings/In-Custody Deaths, Search Warrant Review or Homicides (collectively referred to as “Standby Duty”). Attorneys on such a standby list must be on call and available outside of regular business hours, ready to report for duty, and shall be subject to any rules or regulations established by the District Attorney.
  - b. Such designated attorneys on Standby Duty shall receive eight (8) hours of administrative leave per week of Standby Duty. Administrative leave time granted under this section shall be capped at forty (40) hours per calendar year for any attorney on Standby Duty and shall be in addition to any administrative leave time granted under Article III.I. of this MOU. The total combined balance of administrative leave under this section plus administrative leave granted under Article III.I. cannot exceed eighty (80) hours.

c. This Pilot Program shall expire, with no further meeting and confer required, on June 30, ~~2017~~ 2019 unless the parties mutually agree to extend the program. The parties will meet during the third year of this MOU to evaluate the program, including its costs and benefits.

6. Committee. The parties agree to establish a committee for the purpose of discussing attorney work schedules, the entry of time on City timesheets and related issues. The committee shall consist of members from the Department of Human Resources, and MAA members in the City Attorney's Office, the District Attorney's Office, the Public Defender's Office, and any other individual deemed necessary to discuss issues taken up by the committee.

FOR THE CITY

Date: 5/4/17



Micki Callahan,  
Human Resources Director

FOR THE UNION

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

\_\_\_\_\_  
Sean Connolly,  
President, Municipal Attorneys' Association

Date: 05-03-17



Suzanne R. Mason  
Employee Relations Director

APPROVED AS TO FORM:

Date: 5/2/17



Moira Walsh  
Managing Attorney

1 [Memorandum of Understanding - Machinists Union, Local 1414]

2  
3 **Ordinance adopting and implementing Amendment No. 1 to the 2014-2019**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **Machinists Union, Local 1414, International Association of Machinists & Aerospace**  
6 **Workers Machinists Automotive Trades District Lodge 190, to provide a one time wage**  
7 **adjustment of 1.15% to represented employees in classifications 7306 Automotive**  
8 **Body and Fender Workers and 7309 Car and Auto Painters, effective July 1, 2017.**

9 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
10 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
11 **Deletions to Codes** are in *strikethrough italics Times New Roman font*.  
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14 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
15 subsections or parts of tables.

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

17 Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1  
18 to the 2014-2019 Memorandum of Understanding ("MOU") between the City and County of  
19 San Francisco and the Machinists Union, Local 1414 International Association of Machinists &  
20 Aerospace Workers Machinists Automotive Trades District Lodge 190, to provide a one time  
21 wage adjustment of 1.15% to represented employees in classifications 7306 Automotive Body  
22 and Fender Workers and 7309 Car and Auto Painters, effective July 1, 2017.

23 Amendment No. 1 to the 2014-2019 MOU so implemented is on file with the Clerk of  
24 the Board of Supervisors in Board File No. 170495.

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

3 By:   
4 KATHARINE HOBIN PORTER  
5 Chief Labor Attorney

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**AMENDMENT No. 1  
TO THE 2014-2019 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
MACHINISTS UNION, LOCAL 1414  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
& AEROSPACE WORKERS  
MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE 190**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

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

**III.A. WAGES**

1. All members of the bargaining unit will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as  $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$ , which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, in which case the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

Effective July 1, 2014, represented employees in classification 7313 Automotive Machinist shall receive a one-time wage adjustment of \$.40 to their hourly base wages.

Effective October 11, 2014, represented employees in classifications 7306 Automotive Body and Fender Workers and 7309 Car and Auto Painters shall receive a one-time wage adjustment of an additional one percent (1%) to their base wages.



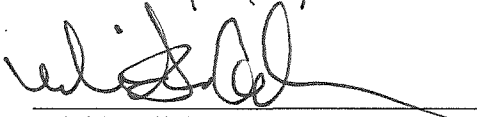
**Effective July 1, 2017, represented employees in classifications 7306 Automotive Body and Fender Workers and 7309 Car and Auto Painters shall receive a one-time wage adjustment of an additional one and fifteen hundredths percent (1.15%) to their base wages.**

Wage adjustments shall be effective in the pay period closest to the effective dates. All base wage increases shall be rounded to the nearest whole dollar, bi-weekly salary.

FOR THE CITY

Date:

5/4/17



Micki Callahan,  
Human Resources Director

FOR THE UNION

Date:

\_\_\_\_\_

\_\_\_\_\_  
Arthur Gonzalez,  
Business Representative, Automotive Machinists Local  
1414

Date:

5-3-17



Suzanne R. Mason  
Employee Relations Director

APPROVED AS TO FORM:

Date:

5/2/17



Katharine Hobin Porter  
Chief Labor Attorney

1 [Memorandum of Understanding - International Federation of Professional and Technical  
2 Engineers, Local 21]

3 **Ordinance adopting and implementing Amendment No. 1 to the 2014-2019**  
4 **Memorandum of Understanding between the City and County of San Francisco and the**  
5 **International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to**  
6 **extend the PUC/CIP Planning Function Assignment Pay provision through**  
7 **June 30, 2019.**


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18 San Francisco and the International Federation of Professional and Technical Engineers,  
19 Local 21, AFL-CIO, to extend the PUC/CIP Planning Function Assignment Pay provision  
20 through June 30, 2019.

21 Amendment No. 1 to the 2014-2019 MOU so implemented is on file with the Clerk of  
22 the Board of Supervisors in Board File No. 170496.

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

3 By:   
4 KATHARINE HOBIN PORTER  
5 Chief Labor Attorney

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**AMENDMENT No. 1  
TO THE 2014-2019 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
THE INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS LOCAL 21, AFL-CIO**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

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

**III.B. ADDITIONAL COMPENSATION**

6. PUC/CIP Planning Function Assignment Pay

Employees in the following classifications shall be eligible for special assignment pay when assigned in writing by the Appointing Officer or designee to a project of the Public Utilities Commission/Capital Improvement Project (PUC/CIP) that exceeds five million dollars, and performing work activities which include responsibility for directing environmental review and regulatory compliance for such projects and their deliverables, from the planning phase to post-construction:

Planner II (5278)	Regulatory Specialist (5620)
Planner III (5291)	Utility Specialist (5602)
Planner IV (5293)	Biologist I/II (2483)
Environmental Review Planner III (5298)	
Environmental Review Planner IV (5299)	

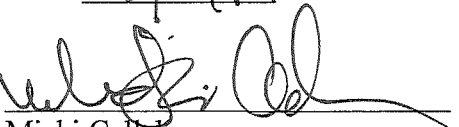
Qualifying employees shall receive a premium equal to 5% of base salary for hours that duties described above are actually worked.

PUC/CIP planning function assignment pay shall not be available to any employee receiving supervisory differential adjustment, acting assignment pay, or CIP leadership pay. Employees assigned to a project manager classification shall not be eligible to receive this premium.

This provision shall expire on June 30, ~~2017~~ 2019.

FOR THE CITY

Date: 5/4/17


  
Micki Callahan,  
Human Resources Director

FOR THE UNION

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


\_\_\_\_\_  
Robert Muscat,  
Executive Director, IFPTE Local 21

Date: 05-03-17

  
Suzanne R. Mason  
Employee Relations Director

APPROVED AS TO FORM:

Date: 5/2/17

  
Katharine Hobin Porter  
Chief Labor Attorney