

**PURSUANT TO IMPASSE RESOLUTION PROCEDURES
A8.409-4, CITY AND COUNTY OF SAN FRANCISCO CHARTER**

In the Matter of an Interest Arbitration
Between

CITY AND COUNTY OF SAN
FRANCISCO,

and

SAN FRANCISCO CITY WORKERS
UNITED

MEDIATED ARBITRATION AWARD

For the City:

Jesse Lad
Meyers Nave

For the Union:

Alan Davis
Davis & Reno

Arbitration Board:

Neutral Member:

Paul Roose
Golden Gate Dispute Resolution

Union Member:

Ellen A. Mendelson
Law Office of Ellen A. Mendelson

City Member

Susan Gard, Chief of Policy
Department of Human Resources
City and County of San Francisco

PROCEDURAL BACKGROUND

In accordance with the Impasse Resolution Procedures stated in Charter Section A8.409-4, the parties selected Paul Roose as the Neutral Chairperson of the Board of Arbitration. Susan Gard was selected by the City and County of San Francisco (hereinafter "City") to be its Arbitration Board member, and Ellen Mendelson was selected by the San Francisco City Workers United (hereinafter "Association") to be its Arbitration Board Member.

The Arbitration Board held hearings on April 10, 24, and 25, 2019. The Arbitration Board also met in private mediation sessions, in accordance with the impasse resolution procedures contained in Charter Section A8.409-4, on April 10 and 25, 2019.

During negotiations and mediation, the parties reached numerous Tentative Agreements. These Tentative Agreements are incorporated into this Mediated Award by reference. On the remaining nine issues, the parties exchanged and presented information regarding the Charter criteria for reaching an award. The Charter's factors include:

- 1) changes in the average consumer price index for goods and services;
- 2) the wages, hours, benefits and terms and conditions of employment of employees performing similar services;
- 3) the wages, hours, benefits and terms and conditions of employment of other employees in the City and County of San Francisco;
- 4) health and safety of employees;
- 5) the financial resources of the City and County of San Francisco, including a joint report to be issued annually on the City's financial condition for the next three fiscal years from the Controller, the Mayor's budget analyst and the budget analyst for the Board of Supervisors;
- 6) other demands on the City and County's resources including limitations on the amount and use of revenues and expenditure;
- 7) revenue projections;
- 8) the power to levy taxes and raise revenue by enhancements or other means;
- 9) budgetary reserves; and
- 10) the City's ability to meet the costs of the decision of the arbitration board.

MEDIATED AWARD

The following discussion addresses the nine issues remaining in dispute between the parties at the end of this process and the mediated award for each issue.

I. ISSUE #1: WAGES (Article III Section A)

1. WAGES

126. Represented employees 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.

126.a

Effective July 1, 2019: 3.0%

Effective December 28, 2019: 1.0%

126.b

Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.

126.c

Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.

126.d

Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget

Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.

126.e Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

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

II. ISSUE #2: CORRECTIONAL FACILITY PREMIUM (Article III Section F)

3. CORRECTIONAL FACILITY PREMIUM

179. A premium of ~~\$2.00~~ \$2.50 per hour shall be paid to employees working in a secured and restricted area of the correctional facilities listed below.

180. This premium shall not be added to the employee's base rate of pay for the purpose of calculating overtime.

181. Those facilities where this premium shall apply are listed below:

- 1) County Jail Facilities in San Bruno
- 2) Youth Guidance Center
 - (a) 375 Woodside, San Francisco
 - (b) Log Cabin Ranch in La Honda
- 3) Hall of Justice in San Francisco
- 4) County Jail located at 425 7th Street
- 5) San Francisco General Hospital ~~Hospital~~ or successor facility
 - (a) locked unit
 - (b) locked psychiatric unit

III. ISSUE #3: SANDBLASTING PREMIUM (Article III Section F)

XX. SANDBLASTING PREMIUM

XXX. Effective July 1, 2019, employees who are assigned to do sandblasting work will be paid a new premium of one dollar (\$1.00) per hour for each hour the employee is actually sandblasting.

IV. ISSUE #4: TAPING PREMIUM (Article III Section F)

11. TAPER PREMIUM

206. Employees in classification 7346 Painter shall receive an additional one dollar and ~~twenty-five~~ **fifty** cents (~~\$1.25~~) **(\$1.50)** per hour for each hour assigned as a taper.

V. ISSUE #5: WORK BOOTS (Article V Section B)

321. A. The City agrees to provide up to six (6) shirts and six (6) overalls (or work pants) to employees in classes 7346 Painter, 7242 Painter Supervisor I, and 7278 Painter Supervisor II during each fiscal year covered by this Agreement. The overalls (or work pants) and shirts shall be the property of the City. Before a replacement for a worn out shirt or overall (or work pants) is authorized, the worn out garment must be returned to the department for appropriate disposal.

322. B. As an alternative to providing work clothing as set forth in (a) above, individual departments may, at their discretion, and after consultation with the Union, agree to allow employees in classes 7346 Painter, 7242 Painter Supervisor I, and 7278 Painter Supervisor II to purchase up to a value of \$130/year appropriate work clothing as determined by the department after consultation with the employee. The employee shall receive reimbursement upon presentation of purchase receipts.

323. C. Employees who have elected option (b) above and who perform a work assignment which causes them to come into contact with raw sewage shall be paid a work clothing maintenance allowance of \$3.00 per day for each day during which they spend at least six (6) hours on such assignment.

324. D. All eligible employees in a department must be under the same work clothing option (i.e. either a or b). For purposes of applying this subsection, both S.F. General Hospital and Laguna Honda Hospital shall be considered a department.

XXX. E. The City shall provide employees one pair of safety shoes (work boots) per fiscal year of this Agreement.

325. ~~E.~~ **F.** The City shall provide an annual respiratory fitness test and an annual respirator face seal test for Painters (classes 7346 Painter, 7242

Painter Supervisor I and 7278 Painter Supervisor II). This provision shall not be grievable.

VI. ISSUE #6: HYDRO-BLASTER OPERATOR PREMIUM (Article III Section F)

XX. HYDRO-BLASTER OPERATOR PREMIUM

XXX. Effective July 1, 2019, employees who are assigned to operate the Hydro-Blaster Truck will be paid a new premium of one dollar and twenty five cents (\$1.25) per hour for each hour the employee actually operates the Hydro-Blaster Truck.

VII. ISSUE #7: EPOXY PREMIUM (Article III Section F)

4. EPOXY & INDUSTRIAL COATINGS PREMIUM

182. An epoxy premium of ~~\$1.00~~ **\$1.25** per hour will be authorized for those hours actually spent in the application of epoxy.

VII. ISSUE #8: THERMOPLASTIC APPLICATOR TRUCK OPERATOR PREMIUM (Article III Section F)

XX. THERMOPLASTIC APPLICATOR TRUCK OPERATOR PREMIUM

XXX. Effective July 1, 2019, employees who are assigned to drive the Thermo-Plastic Applicator Truck will be paid a new premium of one dollar (\$1.00) per hour for each hour the employee actually drives the Thermo-Plastic Applicator Truck.

IX. ISSUE #9: TERM (Article IV Section D)

362. This Agreement shall be effective July 1, 2014~~9~~, and shall remain in full force and effect through June 30, 2019~~22~~, with no reopeners except as specifically provided herein.

CONCLUSION

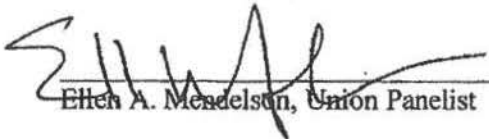
This Arbitration Board's Mediated Award represents the final decision on all outstanding issues remaining between the parties. The Mediated Award is final and enforceable upon by the parties in accord with the terms of the Code of Responsibility for Arbitrators of Labor-Management Disputes.



Paul Roose, Neutral Chairperson



Susan Gard, City Panelist



Ellen A. Mendelson, Union Panelist