

CITY'S LAST BEST FINAL OFFERS

1. Issue #1 Election of Remedies

CW 02 – Election of Remedies

ARTICLE II – EMPLOYMENT CONDITIONS

II.A. NON DISCRIMINATION

88. An employee, group of employees, or Union may elect to process a complaint of discrimination or sexual harassment through ~~either~~ the grievance and arbitration procedures of this Agreement, and/or through the applicable Civil Service Rules, and/or the City Administrative Code, and/or federal or state law. ~~If the employee, group of employees or Union elects to pursue remedies for discrimination or sexual harassment complaints outside of the grievance and arbitration procedures of this Agreement, this election shall constitute a complete waiver of the right to pursue that complaint through the grievance and arbitration process.~~

II.B. AMERICANS WITH DISABILITIES ACT

90. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of Federal, State and local disability anti-discrimination statutes including the Americans with Disabilities Act and the Fair Employment and Housing Act. The parties further agree that this Agreement shall be interpreted, administered and applied so as to respect the legal rights of the parties. The City reserves the right to take any action necessary to comply therewith. A reasonable accommodation is appealable to the Human Resources Director and/or through the grievance process. ~~The Union and the employee shall elect only one of these appeal options. The election is irrevocable.~~

CITY'S JUSTIFICATION

The City made this proposal Citywide in order to better come into line with best practices and give its employees more options to pursue their rights under state and federal law.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Election of Remedies."

CITY'S LAST BEST FINAL OFFERS

2. Issue #2 Juneteenth Holiday

CW 05 – Juneteenth Holiday

Article III – Pay, Hours, and Benefits

Section III.G. Holidays and Holiday Pay

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

January 1 (New Year's Day)

the third Monday in January (Martin Luther King, Jr.'s birthday)

the third Monday in February (Presidents' Day)

the last Monday in May (Memorial Day)

June 19 (Juneteenth)

July 4 (Independence Day)

the first Monday in September (Labor Day)

the second Monday in October (~~Columbus Day~~ **Indigenous Peoples Day, Italian**

American Heritage Day)

November 11 (Veterans' Day)

Thanksgiving Day

the day after Thanksgiving

December 25 (Christmas Day)

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

CITY'S JUSTIFICATION

The City made this proposal citywide in line with federal law and decree of the Mayor.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Juneteenth Holiday."

CITY'S LAST BEST FINAL OFFERS

3. Issue #3 Consolidated MOU Bonus

CP 06 – Consolidated MOU Bonus

Article III – Pay, Hours, and Benefits

Section III.A Wages

2. Consolidated MOU Bonus

152. ~~In recognition of the participating Unions agreeing to be covered by the provisions of a single agreement, covered employees shall be paid a one-time lump sum bonus of \$500. Payment shall be made in July 2006.~~

CITY'S JUSTIFICATION

This was a one time bonus that was negotiated in a previous bargaining period in a previous MOU and is now outdated.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Consolidated MOU Bonus."

CITY'S LAST BEST FINAL OFFERS

4. Issue #4 Acting Assignment Pay

UP 01 – Acting Assignment Pay

Article III – Pay, Hours, and Benefits

Section III.F. Additional Compensation

1. Acting Assignment Pay

199. a. An employee assigned in writing by the Appointing Officer (or designee) to perform the normal day-to-day duties and responsibilities of a higher classification of an authorized position for which funds are temporarily unavailable shall be entitled to acting assignment pay after the fifth (5th) consecutive work day. Acting assignment pay shall be retroactive to the first (1st) day of the assignment.
200. b. Upon written approval, as determined by the City, an employee shall be authorized to receive an increase to a step in an established salary schedule that represents at least seven and one half percent (7.5%) above the employee's base salary and that does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes the acting assignment pay.
201. c. ~~Acting assignments are intended to be used for short term temporary assignments of six months or less.~~ **Acting assignments are not intended to exceed six (6) months except to the extent required to backfill a position where the incumbent is on approved leave. When an acting assignment exceeds six months, the relevant department will provide a written report to the Department of Human Resources explaining why the position has not been filled through the merit-based exam process.**

CITY'S JUSTIFICATION

This proposal was made by the union to clarify the duration and intent of acting assignments, which is inline with publicly published guidelines from DHR regarding acting assignments.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Acting Assignment Pay."

CITY'S LAST BEST FINAL OFFERS

5. Issue #5 Lead Worker Pay

UP 03 – Lead Worker Pay

8. LEAD WORKER PAY

214. Employees in the covered classes, when approved in writing by their supervisor or foreman as a lead worker, shall be entitled to a ~~twelve dollars and fifty cents (\$12.50)~~ **fifteen dollars (\$15.00)** per day premium where required to perform any two of the following: plan, design, sketch, layout, detail, estimate, order materials, or take the lead on any job where at least two mechanics are assigned. Only one employee may be designated Lead Worker on any job. **Lead positions are responsible for directing the work of the employees subject to the specific task and are not expected to perform the full range of supervisory duties or to replace a higher paid classification.**

CITY'S JUSTIFICATION

The Arbitration Panel must consider the wages, hours, benefits and terms and conditions of employment of employees performing similar services in assessing the parties' proposals. This proposal was brought by the union to increase the pay for a lead worker on an assignment and clarify the duties of a lead worker.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Lead Worker Pay."

CITY'S LAST BEST FINAL OFFERS

6. Issue #6 Supervisor II

UP 08 – Supervisor II

SIDE LETTER AGREEMENT

RE: SUPERVISOR II POSITIONS

The parties are entering into this side letter to identify and set in motion, to the extent permissible under the San Francisco City Charter and Civil Service Rules, a process to collaborate on identifying staffing and resource gaps in the Supervisory II classifications as represented by member affiliates of the Crafts Coalition.

The Department of Human Resources is committing to creating a Joint Labor Management Committee, over the course of two years from July 1, 2022 – June 30, 2024, to examine the current status of Supervisor II classifications, assess the operational and staffing needs to sufficiently manage City construction crews, and to help identify a direct path to promotive opportunities for our City's trades workers. The City recognizes the current and historical role of the Supervisors IIs as key management staff overseeing crafts and trades shops across departments. Some of the options for this path include:

- Identifying existing positions where Supervisor I positions can be upgraded to Supervisor II positions;
- Identifying vacant positions where Supervisor I and II positions previously existing can be restored.

The City and the Union agree to meet as soon as practicable to further outline the composition of the Committee, identify key City departments as Committee partners, and move forward in mutually-agreed upon ways to address the Supervisor II classification and related issues. The Committee shall meet no less frequently than quarterly over the course of the two years, and the first meeting shall be no later than Labor Day 2022. The Committee shall include a representative from Plumbers Local 38, Carpenters Local 22 and Sheet Metal Local 104.

CITY'S JUSTIFICATION

This Side Letter commemorates the City and the Union's stated intention to conduct ongoing discussions regarding the restoration of a coalition-wide decrease in use of the Supervisor II position, at the request of the union.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Side Letter Agreement: Supervisor II."

CITY'S LAST BEST FINAL OFFERS

7. Issue #7 Duration of Agreement

UP 09 – Duration of Agreement

ARTICLE VI – SCOPE

Section VI.D. DURATION OF AGREEMENT

436. This Agreement shall be effective July 1, ~~2022~~2019, and shall remain in full force and effect through June 30, ~~2024~~2022, with no reopeners except as specifically provided herein.

CITY'S JUSTIFICATION

This was a tentative agreement entered into by the parties regarding the duration of this successor MOU.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Duration of Agreement."

CITY'S LAST BEST FINAL OFFERS

8. Issue #8 Holidays and Holiday Pay

UP 13 – Holidays and Holiday Pay

III.G. HOLIDAYS AND HOLIDAY PAY

6. FLOATING HOLIDAYS

257. Eligible employees covered by this Agreement shall receive five (5) floating holidays in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer or designee. ~~Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays.~~ Employees hired on an as-needed, intermittent or seasonal basis shall not receive the additional floating holidays. 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 shall 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. No compensation of any kind shall be earned or granted for floating holidays not taken.

CITY'S JUSTIFICATION

The Union made this proposal in order to reduce the amount of time an employee must work before establishing initial eligibility for floating holidays.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Holidays and Holiday Pay."

CITY'S LAST BEST FINAL OFFERS

9. Issue #9 Safety Equipment and Protective Clothing

UP 16 – Safety Equipment and Protective Clothing

Article V – WORKING CONDITIONS

Section V.B. - SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

372. During each year of this Agreement, the City shall provide one (1) pair of safety shoes (Red Wing or equivalent) of up to ~~\$250~~ **\$300** in value to employees in classifications covered by this Agreement, provided such employees are assigned to duties requiring safety shoes. **All safety boots shall be provided by December 31 of each calendar year of this agreement. These funds may also be used for insoles and/or laces.**

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services and to better protect the health and safety of employees.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Safety Equipment and Protective Clothing."

CITY'S LAST BEST FINAL OFFERS

10. Issue #10 Wages

UP 19 – Wages

ARTICLE III – Pay, Hours and Benefits

III.A. WAGES

1. Wages

145. Represented employees will receive the following base wage increases:

~~146. Effective July 1, 2019: 3.00%
Effective December 28, 2019: 1.00%~~

~~147. 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.~~

~~148. 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.~~

~~149. 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.~~

~~150. 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.~~

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

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147. Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.

148. Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.

CITY'S JUSTIFICATION

The City made this proposal in recognition of the changes in the average consumer price index for goods and services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Wages."

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11. Issue #11 Safety Equipment and Protective Clothing

UP 21 – Safety Equipment and Protective Clothing

Article V – Working Conditions

Section V.A. – Work Environment

373. The following Safety Equipment and Protective Clothing provisions apply only to the Union(s) and classifications specifically noted.

1. BRICKLAYERS, LOCAL 3; HODCARRIERS, LOCAL 36

374. The City shall provide adequate foul weather gear.

2. CARPENTERS, LOCAL 22

375. The City agrees to provide goggles, hard hats, ear plugs, dust masks, respirators, leather gloves and all safety equipment, as needed, for employees in classifications 7344 Carpenter, 7342 Locksmith, and 7358 Pattern Maker, **7226 Carpenter Supervisor I, 7236 Locksmith Supervisor I, and 7272 Carpenter Supervisor II.**

376. Employees who wear prescription glasses and are determined by the appointing officer to require eye protection shall be provided with prescription safety glasses.

377. Notwithstanding the other provisions of this section, employees in classifications 7226 Carpenter Supervisor I, 7236 Locksmith Supervisor I, 7272 Carpenter Supervisor II, 7342 Locksmith, 7344 Carpenters, and 7358 Pattern Maker, as an alternative to receiving overalls or workpants and upon request of the employee, a department shall pay the employee a clothing allowance of equal value.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services and to better protect the health and safety of employees

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Safety Equipment and Protective Clothing."

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12. Issue #12 Skelly Rights Sideletter

TA – Skelly Rights Sideletter

SIDELETTER AGREEMENT BETWEEN THE CITY AND THE COUNTY OF SAN FRANCISCO AND CONSOLIDATED CRAFTS COALITION

Whereas, the City and County of San Francisco (City) and the Consolidated Crafts Coalition (Unions) have an existing Memorandum of Understanding (MOU), presently in full force and effect through June 30, 2022, and

Whereas, the City and Unions wish to clarify and memorialize their current practices with respect to *Skelly* rights afforded employees represented by the Unions.

Now, therefore, the parties agree as follows:

1. Consistent with due process principles, a permanent non-probationary employee subject to discipline or discharge shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:
 - a. Notice of the proposed action;
 - b. The reasons for the proposed discipline;
 - c. A copy of the charges and the materials upon which the action is based, and;
 - d. The right to respond, either orally or in writing, to the authority initially imposing the discipline.
2. When the parties next amend the MOU or adopt a successor MOU, the parties will incorporate the following language, subject to approval by the San Francisco Board of Supervisors:

ARTICLE I – REPRESENTATION

I.H. GRIEVANCE PROCEDURE

XX. "Skelly" Rights

XXX. A permanent non-probationary employee subject to discipline or discharge, shall be entitled, prior to the imposition of that discipline or discharge, to a meeting and to the following:

XXX. a. A notice of the proposed action;

XXX. b. The reasons for the proposed discipline;

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XXX. c. A copy of the charges and the materials upon which the action is based, and

XXX. d. The right to respond either orally or in writing, to the authority initially imposing the discipline.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Skelly Rights Sideletter."

CITY'S LAST BEST FINAL OFFERS

13. Issue #13 MOU Re-Opener Side Letter Regarding Rest Between Shifts and Hiring Hall

TA – MOU Re-Opener Side Letter Regarding Rest Between Shifts and Hiring Hall

Article VI – Scope

Section VI.B. REOPENER

431. Consistent with the provisions of Charter Section A8.409, this Agreement shall be reopened if the Charter is amended to enable the City and the Unions to arbitrate retirement benefits.
- 431.a. The Union and the City shall engage in a limited MOU Re-opener on July 1, 2023, and begin meeting and conferring on the following topics only, for implementation on July 1, 2024, through the timely submission of a successor MOU or decision of a mediation/arbitration board under City Charter section A8.409:
- Rest Between Shifts; and
 - Hiring Hall

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "MOU Re-Opener Side Letter Regarding Rest Between Shifts and Hiring Hall."

CITY'S LAST BEST FINAL OFFERS

14. Issue #14 Pile Drivers – Additional Jacket

UP 01 – Additional Jacket

ARTICLE V – WORKING CONDITIONS

V.B. SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

6. PILEDRIVERS, LOCAL 34

384. During each fiscal year covered by this Agreement, the City agrees to provide five (5) long-sleeve shirts, **and one work jacket, Carhartt or equivalent, not to exceed \$100,** for each employee in classifications 9332 Piledriver Supervisor I and 9330 Pile Worker by September 30 of each year of this Agreement.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Pile Drivers – Additional Jacket."

CITY'S LAST BEST FINAL OFFERS

15. Issue #15 Pile Drivers – Underwater Diving Pay

UP 02 – Underwater Diving Pay

ARTICLE III – PAY, HOURS, AND BENEFITS

III.F. ADDITIONAL COMPENSATION

18. UNDERWATER DIVING PAY

242. Represented employees shall be paid \$~~250~~.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in duties and operations requiring underwater diving. **Represented employees shall be paid \$5.00 per hour more than the base hourly rate, exclusive of any additional compensation for other assignments, when assigned and actually engaged in Tending a Diver.**

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services and to better protect the health and safety of employees.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Pile Drivers – Underwater Diving Pay."

CITY'S LAST BEST FINAL OFFERS

16. Issue #16 Teamsters – Dispatcher I, II, and Map Maker

UP 01 – Dispatcher I, II, and Map Maker

APPENDIX K: TEAMSTERS, LOCAL 853

11.a Dispatcher I, Dispatcher II, and Map Maker Premium

Employees performing in the role of a Dispatcher I, Dispatcher II, and Map Maker position at DPW shall receive a premium of 7.5%.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Teamsters – Dispatcher I, II, and Map Maker."

CITY'S LAST BEST FINAL OFFERS

17. Issue #17 Teamsters – Boom/Winch Truck Premium

UP 04 – Boom/Winch Truck Premium

APPENDIX K: TEAMSTERS, LOCAL 853

3. Boom/Winch Truck Premium
Employees in Class 7355 Truck Driver who are assigned to drive or operate a Boom/Winch truck requiring certification (over twenty-five (25) feet or fifteen thousand (15,000) pounds) shall receive a 5% ~~\$2.00~~ an hour premium for the hours assigned to the equipment.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Teamsters – Boom/Winch Truck Premium."

CITY'S LAST BEST FINAL OFFERS

18. Issue #18 Teamsters – Memorialize Harding Park Side Letter

TA – Memorialize Harding Park Side Letter

SIDELETTER AGREEMENT TO THE
2022 - 2024 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY AND THE COUNTY OF SAN FRANCISCO (City)
AND CRAFTS COALITION (Union)

Due to the unique equity concerns occurring at Harding Park in the Recreation and Parks Department, the parties agree to an exception to the night duty premium for 7355 Truck Drivers working at Harding Park. The night duty premium for these drivers will be paid according to the conditions set forth in Section 11 of Appendix K, except that employees will receive the night duty premium for the entire shift after four (4) or more hours provided at least four (4) hours of the employee's shift falls between 5 pm and 7 am.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Teamsters – Memorialize Harding Park Side Letter."

CITY'S LAST BEST FINAL OFFERS

19. Issue #19 IATSE – Rest Period and Meal Period

UP 01 – Rest Period and Meal Period

ARTICLE III – PAY, HOURS, AND BENEFITS

III.E. OVERTIME COMPENSATION

3. IATSE, LOCAL 16 REST PERIOD AND MEAL PERIOD

198. For employees represented by IATSE, Local 16 only, any employee who is required to work two shifts with less than eight hours of non-work time between the two shifts, shall receive compensatory time at time-and-one-half that is equivalent to the difference between: (a) eight hours, and (b) the time elapsed between the two shifts.

Additionally, each member shall be provided an opportunity to take a thirty (30) minute meal break per shift. The time shall be unpaid and free of duty. In the event the employee is required to work through the meal period and is not provided a meal period free of duty at a later time, the employee shall be paid for the time at the one-and-one-half-time overtime rate. (Example: employees working through a meal period plus an eight (8) hour shift shall be paid eight and one-half (8.5) hours at the applicable rate(s)). Any employee who is not permitted to take a meal period shall notify their supervisor.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services and to better protect the health and safety of employees.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "IATSE – Rest Period and Meal Period."

CITY'S LAST BEST FINAL OFFERS

20. Issue #20 Carpenters – Safety

UP 03 – Safety

APPENDIX C: CARPENTERS, LOCAL 22

2. SAFETY

Each city department's in-house safety professional(s) shall meet quarterly at the request of the union to discuss safety procedures and processes in order to maintain and improve safety standards for represented employees.

CITY'S JUSTIFICATION

This proposal is made in an attempt to better protect the health and safety of employees.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Carpenters – Safety."

CITY'S LAST BEST FINAL OFFERS

21. Issue #21 Carpenters – SFO

UP 08 – SFO

APPENDIX C: CARPENTERS, LOCAL 22

San Francisco International Airport (SFO)

Work Schedules

Overtime shall continue to be scheduled on a rotation basis in consideration of the cumulative overtime hours each carpenter/locksmith has worked.

Vacation sign-ups shall continue to be administered per Department policy.

Travel time between department locations any day of the week shall continue to be paid.

Preparation/clean-up time of fifteen (15) minutes at the start of the shift and fifteen (15) minutes at the end of the shift shall continue to be provided.

For purposes of working overtime, a meal period will continue to be provided if warranted by FLSA standards.

Safety/Work environment

Safety meetings shall continue per CAL-OSHA requirements.

Tools

Each carpenter shall continue to supply the carpenter's own personal hand tools other than specialty tools. The city will continue to supply all power tools including all battery-operated tools. All tools shall be replaced if worn and as needed.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services and to better protect the health and safety of employees.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Carpenters – SFO."

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22. Issue #22 Carpenters – Work Gear

UP 09 – Work Gear

APPENDIX C: CARPENTERS, LOCAL 22

2. PAST PRACTICES

City-Wide

Applies to entire Carpenters bargaining unit:

Parking

Effective 7/1/2013, MTA employees shall be required to pay for their own parking based on fees established by MTA.

Work Gear

The City shall continue to provide boots and overalls (ie: Ben Davis type or comparable) per MOU.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services and to better protect the health and safety of employees.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Carpenters – Work Gear."

CITY'S LAST BEST FINAL OFFERS

23. Issue #23 Sheet Metal Workers – Protective Equipment Premium

UP 01 – Protective Equipment Premium

APPENDIX J: SHEET METAL WORKERS, LOCAL 104

Protective Equipment Premium

Employees at SFO shall receive an additional two dollars and fifty cents (\$2.50) per hour above their base rate for each hour assigned to work requiring the use of a disposable Tyvek (or other similar material) suit, air purifying respirator, or a personal flotation device.

CITY'S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should adopt the City's proposal regarding "Sheet Metal Workers – Protective Equipment Premium."

CITY'S LAST BEST FINAL OFFERS

24. Issue #24 Cement Masons – Comp Time Cash Out

UP 01 – Comp Time Cash Out

APPENDIX D: CEMENT MASONS, LOCAL 300

3. Compensatory Time

Subject to availability of funds, a non-“Z” classified employee, upon the employee’s request, shall be able to cash out earned but unused compensatory time; approval of the cash out is at the discretion of the Appointing Officer.


CITY’S JUSTIFICATION

This proposal is made in an attempt to compensate employees and to bring parity between the compensation of Union employees and the wages, hours, benefits and terms and conditions of employment of City employees performing similar services.

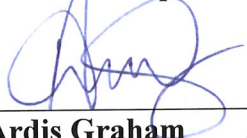
The Union did not offer any argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City’s proposal best conforms to the factors set forth in Charter. The Board should adopt the City’s proposal regarding “Cement Masons – Comp Time Cash Out.”

The 24 proposals listed above are all the Tentative Agreements represented in the April 25, 2022 package negotiated and exchanged by the parties. This package is the City’s Last, Best, and Final Offer.



Robert Hirsch Date
Neutral Chairperson

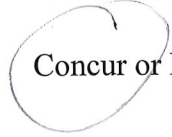


Ardis Graham Date
City Appointed Board Member



FX Crowley Date
Union Appointed Board Member

Concur or Dissent


Concur or Dissent

CITY'S LAST BEST FINAL OFFERS

26. Issue #26 Additional 2% Wage Adjustment


“Additional 2% adjustment to wages effective the first full pay period in July 2022, for all covered classifications.”

CITY'S JUSTIFICATION

The Union made this proposal, and it should be rejected. The City strived to offer all of its employees a generous cost of living adjustment package, including a raise of 10% to wages over a period of two years. This raise to all employees has serious impacts on the City's budget and financial resources. The Union cannot establish that a 2% higher wage is required for the City to attract and retain talent in their classifications or that such a wage is merited in comparison with other City employees or with individuals that work in the private sector. Based on the City's budgetary reserves, revenue projections, and financial resources, this proposal should be rejected.

The Union did not offer compelling argument or evidence on this issue.

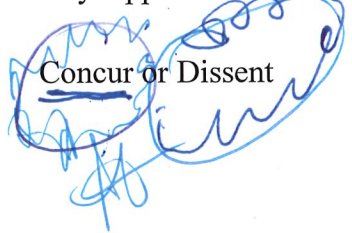
Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should reject the Union's proposal regarding “Additional 2% Wage Adjustment.”

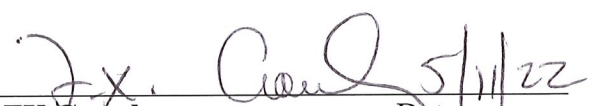


Robert Hirsch Date 5/11/22
Neutral Chairperson

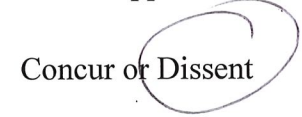


Ardis Graham Date 5/11/22
City Appointed Board Member

Concur or Dissent




FX Crowley Date 5/11/22
Union Appointed Board Member

Concur or Dissent


CITY'S LAST BEST FINAL OFFERS

27.Issue #27 Reopener for Internal Adjustments

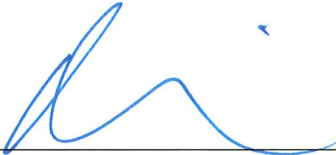
“Reopener for internal adjustments and/or equity proposals no later than January 2, 2023.”

CITY'S JUSTIFICATION

The Union made this proposal, and it should be rejected. The City strived to offer all of its employees a generous cost of living adjustment package, including a raise of 10% to wages over a period of two years. There is not compelling evidence that internal adjustment and/or equity proposals are merited by the Union. Continuing to bargain on this issue as soon as January 2, 2023 requires valuable City resources that are better spent on other demands on the City.

The Union did not offer compelling argument or evidence on this issue.

Based on the preponderance of the evidence presented by the parties and the relevant criteria of Charter section A8.590-5(d), the City's proposal best conforms to the factors set forth in Charter. The Board should reject the Union's proposal regarding “Reopener for Internal Adjustments.”



Robert Hirsch Date **5/11/22**
Neutral Chairperson



Ardis Graham Date **5/11/22**
City Appointed Board Member


Concur or Dissent

FX Crowley Date
Union Appointed Board Member

Concur or Dissent

