

**AMENDMENT NO. 5
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MUNICIPAL EXECUTIVES' ASSOCIATION
FIRE**

The parties hereby amend and extend the Memorandum of Understanding as follows:

II.D. SEVERANCE PAY

37. 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 member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.
- ~~38. 2. In addition to paragraph (1), the City agrees that when involuntarily removing or releasing from employment a represented, exempt employee with ten (10) or more years of City Service, the employee shall also receive one month's severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment, e.g., holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law. (This language is superseded by paragraph (4), below, effective July 1, 2010.)~~
- ~~39. 3. In the event a represented, exempt employee is involuntarily returned to a permanent job code (rank), that employee may elect to separate from City Service and shall receive one month's severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment e.g. holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law. (This language is superseded by paragraph (4), below, effective July 1, 2010.)~~

40. ~~42.~~ ~~Effective July 1, 2010, in~~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. Said employees who elect severance shall receive two months' severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment, e.g., holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.
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~~II.F~~ **LAYOFFS**

- ~~42. A. Spring 2010: Between the date of this Agreement and June 30, 2010, inclusive, layoffs of employees represented by member unions of the Public Employees Committee (PEC) that result in complete loss of City employment will be limited to four hundred and twenty five (425) positions, including notices already issued. The member unions of the PEC are as follows: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Building Inspectors' Association; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories, and Canada, Local 16; International Association of Bridge, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Auto, Marine and Specialty Painters, Local Union No. 1176; Pile Drivers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; Teamsters, Local 853; San Francisco Fire Fighters Union, Local 798, IAFF, AFL-CIO; International Federation of Professional and Technical Employees, AFL-CIO, Local 21; Municipal Executives' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38; Service Employees International Union, Local 1021; San Francisco Deputy Probation Officers' Association; Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO; Supervising Probation Officers; Teamsters, Local 856; Transport Workers' Union, AFL-CIO, Local 200(Non-MTA); Transport Workers' Union, Local 250 A (Non-MTA 7410 and Multi Unit); and The San Francisco Institutional Police Officers' Association.~~

- ~~43. B. Fall 2010: Between July 1, 2010 and December 31, 2010, inclusive, there will be no layoffs or layoff notices issued for represented employees unless the City does not receive the revenue projected in the Fiscal Year 2010-11 Joint Report for SB 188 (\$30 million) or does not receive the projected FMAP extension (an additional \$22.5 million), and except as provided in Section C.(3) below.~~
- ~~44. In such event, the City will provide the PEC with complete and current Budget Information (as defined in paragraph 66f. below) supporting the need for additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by the Meyers Milius Brown Act (MMBA) and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts and measures to increase City revenue) and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.~~
- ~~45. C. Spring 2011: Between January 1, 2011 and June 30, 2011, the City may layoff represented employees only if:~~
- ~~(1) The Three Month Budget Status Report, Six Month Budget Status Report, and Nine Month Budget Status Report show a cumulative Fiscal Year 2010-11 General Fund deficit of greater than \$25 million. Credit towards the \$25 million cumulative deficit will be given for solving any mid-year deficit without layoffs. Such credit will be in the amount of the deficit reduction achieved without layoffs. Mid-year layoffs may be used to reduce the deficit above \$25 million, but may not account for more than sixty (60) percent of the solutions used to balance the deficit above \$25 million. In the event of layoffs, the City will provide the PEC with complete and current Budget Information supporting the need for the additional layoffs. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential~~

~~incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2010-11 that was not contemplated in the adopted budget for the year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or~~

~~(2) — The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section C. (1) above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or—~~

~~(3) — The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.—~~

~~46. — Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal~~

Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.

47. ~~“Budget Information”, for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three Month, Six-Month, and Nine Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current monthly and year-to-date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.~~

48. ~~Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.~~

~~REORGANIZATION~~

49. ~~The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification and rescission, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.~~

50. ~~Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.~~

51. ~~Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.~~

52. ~~Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter,~~

the Civil Service Commission, this Agreement, or state law.

UTILIZATION OF PROP F AND TEMPORARY EXEMPT EMPLOYEES

53. ~~The Human Resources Director agrees to work with City departments to ensure proper utilization of Proposition F and temporary exempt (“as needed”) employees when such positions would more appropriately or efficiently be filled by permanent employees. In addition, the City will notify holdovers in represented classifications of any recruitment for exempt positions in their classifications.~~

III.A. WAGES

54. ~~For fiscal years 2008 2009, 2009 2010, 2011 2012 and 2012 2013, represented employees shall receive the same scheduled percentage wage increases received by the H-2 Fire Fighter rank under Section 9, Salary, in the 2007 2013 Memorandum of Understanding between the City and the San Francisco Fire Fighters Union, Local 798.~~

55. Base wages shall be increased as follows:

Chief (0140) and Deputy Chief (0150)

- ~~July 1, 2007 1% December 29, 2007 5%~~
- ~~July 1, 2008 4% December 27, 2008 3%~~
- ~~July 1, 2009 4% December 26, 2009 2%~~
- ~~July 1, 2011 1% January 8, 2011 2%~~
- ~~January 7, 2012 1%~~ **July 1, 2015 – 1%**
- **July 1, 2016 – 2%** **July 1, 2017 – 2%**

Assistant Deputy Chief II (H-51) and EMS Chief (H-53)

- ~~July 1, 2007 1% December 29, 2007 5%~~
- ~~July 1, 2008 4% December 27, 2008 3%~~
- ~~July 1, 2009 4% December 26, 2009 2%~~
- ~~July 1, 2011 3% January 8, 2011 2%~~
- ~~January 7, 2012 1%~~ **July 1, 2015 – 1%**
- **July 1, 2016 – 2%** **July 1, 2017 – 2%**

56. ~~The parties agree that base wages for the Chief (0140) and Deputy Chief (0150) classifications shall be reduced by 2% effective July 1, 2010 through close of business June 30, 2011.~~

57. ~~The parties acknowledge that all covered employees previously deferred to January 8, 2011 a 2% wage increase that was scheduled to be effective on July 1, 2009.~~

- ~~58. The parties acknowledge that all covered employees previously gave up 2% in base wages through full participation in the VTOP program from January 1, 2010 through June 30, 2010.~~
- ~~59. The parties agree that all covered employees shall defer to July 1, 2012 the entire parity salary increase amounting to 3%, otherwise scheduled to be effective on July 1, 2011.~~
- ~~60. Effective July 1, 2007, a one-time adjustment of one percent (1%) shall be included in the base rate of pay, reflecting the provisions of Article III, Section B of the 2003-2007 MOU.~~
- ~~61. Effective July 1, 2007, the following one-time adjustments shall be included in the base rate of pay in recognition of the deletion of, reflecting the provisions of Article III, Section G of the 2003-2007 MOU:~~

0150 Deputy Chief of Department	\$5,163
H-51 Assistant Deputy Chief II	\$6,967
H-53 Emergency Medical Services Chief	\$6,967

III.Q. HEALTH AND DENTAL INSURANCE

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

Management Cafeteria Plan

104. **For July 1, 2014 through December 31, 2015, the** The City shall contribute the greater amount of \$225 per month or 75% of the rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board, ~~per covered employee towards the management cafeteria benefit program as provided under the agreement between the City and the MEA Miscellaneous MOU.~~

- 104a. Effective January 1, 2016, the City shall make the following monthly contributions based on the employee's enrollment status with the Health Service System:**

Employee Only or Unenrolled: 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Service

Board.

Employee Plus One: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Service Board.

Employee Plus Two or More: 83% of the total health insurance premium for the plan selected inclusive of the contribution described in Charter section A8.428(b); provided, however, that the City's contribution shall be capped at 83% of the Employee Plus Two or More premium of the second-highest-cost plan.

104b. The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.

104c. Employees shall not be eligible for the Management Cafeteria Plan during months in which they are not eligible to receive City-paid contributions for healthcare.

III.W. RETIREMENT RESTORATION

~~126. Effective July 1, 2010, for Tier I employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the wage reduction, wage increase deferrals or the parity salary deferrals described in paragraphs 55, 56, 57, 58 and 59, said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no wage increase deferral or parity salary deferral for Fiscal Years 2010-2011 and 2011-2012.~~

~~127. Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the wage reduction, wage increase deferrals or the parity salary deferrals described in paragraphs 55, 56, 57, 58 and 59 for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable wage increase deferrals and the pensionable parity salary deferrals for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only wages deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.~~

~~128. For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of~~

vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

IV.C. PILOT WELLNESS PROGRAM

133. The pilot "wellness incentive program" shall be in effect for the term of this Agreement sunset at 11:59 PM on June 30, 2018.
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IV.D. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY

- 137a. 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.
- 137b. 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.
- 137c. 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.
- 137d. 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.

137e. 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;

137f. 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.

137g. 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.

137h. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

137i. The parties mutually agree that employees may print out pay advices during work hours.

V.C. DURATION OF AGREEMENT

147. This Agreement shall be effective July 1, 2007, and shall remain in full force and effect through June 30, ~~2015~~2018.

SIGNATURE PAGE

148. In Witness Hereof, the parties have executed this AGREEMENT this _____ day of _____, ~~2010~~2014.

FOR THE CITY

FOR THE UNION

Martin Gran Date
Employee Relations Director

Rebecca Rhine Date
Municipal Executives' Association

Micki Callahan Date
Human Resources Director

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

Elizabeth Salveson Date
Chief Labor Attorney,
City Attorney