BOARD of SUPERVISORS



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MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor London Breed, Chair

Government Audit and Oversight Committee

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee

DATE: June 16, 2014

SUBJECT: COMMITTEE REPORT, BOARD MEETING

Tuesday June 17, 2014

The following files should be presented as **COMMITTEE REPORTS** at the Board meeting, Tuesday, June 17, 2014. These items were acted upon at the Committee Meeting on June 12, 2014, at 10:30 a.m., by the votes indicated.

Item No. 39 File No. 140526

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 40 File No. 140552

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 2, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 41 File No. 140551

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 42 File No. 140550

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of City Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2014.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 43 File No. 140549

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 44 File No. 140548

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 45 File No. 140547

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 46 File No. 140546

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 200, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 47 File No. 140545

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 48 File No. 140544

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 49 File No. 140543

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Stationary Engineers, Local 39, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Ave

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 50 File No. 140542

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye Supervisor Katy Tang - Aye

Supervisor David Chiu - Aye

Item No. 51 File No. 140541

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 52 File No. 140540

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco City Workers United, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 53 File No. 140539

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 54 File No. 140538

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 55 File No. 140537

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 56 File No. 140536

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 57 File No. 140535

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 58 File No. 140534

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 59 File No. 140533

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation

of Professional and Technical Engineers, Local 21, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 60 File No. 140532

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 61 File No. 140531

Ordinance adopting and implementing the mediated agreement establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 62 File No. 140530

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 63 File No. 140529

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 64 File No. 140528

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The 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; Pile Drivers, Divers, 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; and Teamsters, Local 853, to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye Supervisor Katy Tang - Aye

Supervisor David Chiu - Aye

Item No. 65 File No. 140527

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union (SEIU), to be effective July 1, 2014, through June 30, 2017.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 66 File No. 140601

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to be effective July 1, 2014, through June 30, 2016.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 67 File No. 140602

Ordinance adopting and implementing Amendment No. 1 to the 2012-2015 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856: Supervising Registered Nurses, by implementing specified terms and conditions of employment for FYs 2014-2015 and 2015-2016.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 68 File No. 140603

Ordinance adopting and implementing Amendment No. 5 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association: Fire, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

Item No. 69 File No. 140604

Ordinance adopting and implementing Amendment No. 5 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association: Police, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

RECOMMENDED AS A COMMITTEE REPORT

Vote: Supervisor London Breed - Aye

Supervisor Katy Tang - Aye Supervisor David Chiu - Aye

cc: Board of Supervisors

Angela Calvillo, Clerk of the Board

Rick Caldeira, Legislative Deputy Director

Jon Givner, Deputy City Attorney

File No	140550	Committee Item No	25	
		Board Item No	40	

COMMITTEE/BOARD OF SUPERVISORS

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Board of Su	pervisors Meeting	Date	June 17, 2014
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OTHER	(Use back side if additional spa		
Completed I	by: Alisa Miller by: Alisa Miller		6, 2014 16, 2014

ORDINANCE NO.

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[Compensation for Unrepresented Employees]

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2014.

Note:

Additions are single-underline italics Times New Roman; deletions are strikethrough italies Times New Roman. Board amendment additions are double underlined. Board amendment deletions are strikethrough normal.

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

Pursuant to Charter Section A8.409-1, the Mayor hereby proposes and the Board of Supervisors approves the wages, hours and other terms and conditions of employment set forth herein to be applicable to all unrepresented job codes or positions of City employment.

Unless specifically noted, the following provisions are applicable to all employees covered by this Ordinance, which includes Miscellaneous Unrepresented employees and Management Unrepresented employees. For informational purposes, see Attachment A for a list of job codes designated as Miscellaneous Unrepresented and Management Unrepresented.

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Mayor Lee **BOARD OF SUPERVISORS**

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1	SECTION 40	MILEAGE REIMBURSEMENT
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5	SECTION 44	SAVINGS CLAUSE
6	SECTION 1.	GENERAL TERMS AND CONDITIONS OF EMPLOYMENT
7 .	A.	All terms and conditions of employment not covered under this Ordinance shall
8		continue to be subject to the City's direction and control. Unless specifically
9		addressed herein, those terms and conditions of employment which are set forth
10		in the Charter, Administrative Code, Civil Service Rules, policies and
11		procedures, shall apply to employees covered by this ordinance.
12	B.	Nothing in this Ordinance shall have application to changes of Civil Service rules
13		and matters subject to the exclusive jurisdiction of the Civil Service Commission
14		pursuant to Charter Section A8.409-3, unless specifically approved by the Civil
15		Service Commission, except as such changes may affect compensation.
16	SECTION 2.	WAGE RATES
17	A.	The wage rate for job codes covered by this Ordinance for fiscal year 2013-2014
18		shall be increased as follows:
19		Effective October 11, 2014: 3%
20	B.	The 1283 - Director, Employee Relations Division Classification's Pay Plan shall
21		be the same range of pay as the 0954 – Deputy Director IV Classification.
22		The 1282 – Manager, Employee Relations Division Classification's Pay Plan
23		shall be the same range_of pay as the 0932 - Manager IV Classification.
24		The 1281 – Senior Employee Relations Representative Classification's Pay Plan
25		shall be the same range of pay as the 1824 – Principal Administrative Analyst

Classification. There shall also be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range for this classification at which an employee may be placed upon the approval of the Employee Relations Director. Such placement is contingent upon the Employee Relations Director's designation of the employee as the City's principal representative for a major employee group.

The 1280 – Employee Relations Representative Classification's Pay Plan shall be the same range of pay as the 1244 – Senior Personnel Analyst Classification. There shall also be three additional five percent (5%) steps (Steps 1, 2 & 3) at the bottom of the range. Employees may be placed in Step 6, 7 or 8 by the approval of the Employee Relations Director. Such placement is contingent upon the Employee Relations Director's designation of the employee as having lead responsibilities in employee-employer relations matters.

The 1293 – Human Resources Director Classification's Pay Plan shall be the same range of pay as the 0964 – Department Head IV Classification.

C. The 1682 – Controller Classification's Pay Plan shall be the same range of pay as the 0965 – Department Head V Classification.

All base wage calculations shall be rounded to the nearest salary schedule.

SECTION 3. INTERNAL ADJUSTMENT PROCESS

Upon request of an Appointing Officer, the Human Resources Director, with the concurrence of the Controller, may approve internal salary adjustments for members of the management unit (002), except for the Mayoral Staff classifications (0881-0905), based upon the following:

(1) Standards

The following shall be the standards for internal adjustments for the wage rates for a particular job code:

- a. The salary for the job code is below the prevailing wage level in the relevant labor market as demonstrated by verifiable salary data; and/or
- b. There is an ongoing and demonstrable recruitment and/or retention problem; and/or
- c. Traditional salary relationships, which continue to be justified, have been substantially altered; and/or
- d. The duties, responsibilities and/or minimum requirements for a job code have been altered significantly; and/or
- e. Adjustment is necessary to maintain comparability with similarly-situated employees in represented bargaining units.

The above internal adjustment process is suspended for fiscal year 2014-15. SECTION 4. ACTING ASSIGNMENT PAY

The Appointing Officer/designee assigns duties to employees covered by this Ordinance. Employees assigned by the Appointing Officer/designee to perform the full range of essential functions of a position in a higher job code shall receive compensation at a higher salary if all of the following conditions are met:

- (1) The assignment shall be in writing with copies to the Department of Human Resources and Controller.
- (2) The assignment shall conform to all Civil Service Commission Rules, policies and procedures.
- (3) The position to which the employee is assigned must be a budgeted position.

- (4) The employee is assigned to perform the duties of a higher job code for longer than eleven (11) consecutive working days; after which acting assignment pay shall be retroactive to the first day of the assignment.
 - a. If each of the above criteria are met, and upon written approval by the Department Head, an employee shall be paid one full salary step adjustment (approximately 5%), provided it does not exceed the maximum step of the salary grade of the job code to which the employee was temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes acting assignment pay.
 - b. Requests for classification or reclassification review shall not be governed by this provision.

SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

The Appointing Officer may adjust the compensation of a supervisory employee whose compensation grade is set herein subject to the following conditions:

- (1) The supervisor, as part of the regular responsibilities of his/her job code, supervises, directs, is accountable for and is in charge of the work of a subordinate or subordinates.
- (2) The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
- (3) The organization is a permanent one approved by the Appointing Officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Department of Human Resources.

- (4) The job codes of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.
- (5) The compensation grade of the supervisor is less than one full step
 (approximately 5%) over the compensation grade, exclusive of extra pay, of the
 employee supervised. In determining the compensation grade of a job code
 being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the
 compensation grade the top step of which is closest to the flat rate so converted
 shall be deemed to be the compensation grade of the flat rate job code.
- (6) The adjustment of the compensation grade of the supervisor shall not exceed 5% over the compensation, exclusive of extra pay, of the employee supervised. If the application of this section adjusts the compensation grade of an employee in excess of his/her immediate supervisor, whose job code is also covered by this Ordinance the pay of such immediate supervisor shall be adjusted to an amount \$1.00 bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the other applicable conditions of this section are also met.
- (7) In no event will the Appointing Officer approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Appointing Officer may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

- (8) The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.
- (9) The Human Resources Department shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section.

SECTION 6. SEVERANCE PAY (FOR MANAGEMENT UNREPRESENTED EMPLOYEES)

- (1) When an exempt employee covered by this Ordinance is involuntarily removed or released from employment, 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 exempt employee shall receive pay in lieu of the number of days less than thirty (30) upon which s/he was informed.
- (2) In addition to paragraph (1), when an exempt employee covered by this

 Ordinance is involuntarily removed or released from employment, the employee
 shall also receive one week's severance pay for each full year worked, up to a
 maximum of 26 weeks, in exchange for a release signed by the employee of any
 and all claims arising out of employee's employment or termination of that
 employment (including claims arising under this Ordinance) that the employee
 may have against the City including any officer or employee thereof. This
 release shall be in a form acceptable to the City and shall include a waiver of
 any rights the employee may have to return to City employment (e.g., holdover
 roster), a waiver of Section 1542 of the California Civil Code, and a waiver of
 claims under the Age Discrimination in Employment Act. The release shall

- exclude the right to grieve the proper amount of notice or severance pay due under this section.
- (3) In the event an exempt employee covered by this Ordinance is involuntarily returned to a permanent job code, that employee may elect to separate from City Service and shall receive one week's severance pay for each full year worked, up to a maximum of 26 weeks, in exchange for a release signed by the employee of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Ordinance) that the employee may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under this section.
- (4) Additionally, any employee accepting severance pay under this provision shall be ineligible to be appointed to City service under Charter Section A8.511 ("Proposition F" appointment) in the department from which he or she was released for a period of two (2) years from the date of release.
- (5) Released employees must elect severance within thirty (30) days of notice of involuntary separation/release.
- (6) Payment of severance is dependent upon approval by the Appointing Officer,

 Controller and the Human Resources Director. Approval will be based on a good
 faith consideration of whether the employee's removal or release was

involuntary, was initiated by the Appointing Authority, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor. Additionally, an employee eligible for severance pursuant to Sections 6.(2) or 6.(3) above may receive severance pursuant to either, but not both.

SECTION 7. BILINGUAL PAY

A "designated bilingual position" is a position designated by the department subject to approval by the Human Resources Department, which requires translation services consisting of translating to and from a foreign language including, sign language for the hearing impaired and Braille for the visually impaired.

An employee in a designated bilingual position who routinely and consistently provides more than forty (40) hours per pay period of translation services will receive a bilingual premium of sixty dollars (\$60.00) per pay period.

An employee in a designated bilingual position who routinely and consistently provides more than ten (10) but less than forty (40) hours per pay period of translation services will receive a bilingual premium of forty dollars (\$40.00) per pay period.

SECTION 8. PREMIUM PAY

All premiums and additional forms of compensation described in this ordinance shall be paid only for actual hours worked.

There shall be no pyramiding of premiums for purposes of compensation calculations. Each premium shall be calculated on the base wage rate exclusive of any and all premiums, benefits and other forms of additional compensation.

SECTION 9. APPOINTMENT AND ADVANCEMENT THROUGH SALARY STEPS

Appointing Officers may appoint employees to any step, at any time, in the salary grade which does not exceed the maximum of the salary grade. If there are no steps within the salary grade, the Appointing Officer may appoint employees to any place within the grade at any time, providing that the placement does not exceed the salary grade maximum.

Employees who enter below the salary grade maximum may advance one step following completion of the one year required service. Further increments may accrue following completion of the required service at this step and at each successive step.

An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

SECTION 10. METHODS OF CALCULATION

- (1) Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
- (2) Per Diem or Hourly. An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay grade. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

SECTION 11. WORK SCHEDULES

- (1) REGULAR WORK SCHEDULES
- a. Regular Work Day. Unless otherwise provided, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.
- b. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular workweek is a tour of duty of five (5) worked days within a seven day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five working days in conjunction with changes in their work shifts or schedules.

Employees shall receive no compensation when properly notified (2-hour notice) that work applicable to the job code is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not properly notified and report to work and are informed no work applicable to the job code is available shall be paid for a minimum of two (2) hours. Employees who have been designated by their department as emergency personnel must report to work as scheduled unless otherwise notified by the Appointing Officer or designee. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of two (2) hours, and for hours actually worked beyond two (2) hours, computed to the nearest one-quarter hour.

(2) NIGHT DUTY

Employees, exclusive of employees in job codes which are exempt from the Fair Labor Standards Act, who, as part of their regularly scheduled work shift, are required to work any hours between (five) 5:00 p.m. and (seven) 7:00 a.m. shall receive a premium of 8½% per hour in addition to their straight time hourly base rate of pay for any and all hours worked between (five) 5:00 p.m. and (seven) 7:00 a.m. Excluded from this provision are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of (five) 5:00 p.m. and (seven) 7:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium. Payment of this premium shall be made for actual hours worked.

(3) ALTERNATE WORK SCHEDULES

The Appointing Officer may enter into cost equivalent alternate work schedules for some or all employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

(4) VOLUNTARY REDUCED WORK WEEK

Employees subject to the approval by the Appointing Officer may voluntarily elect to work a reduced work week for a specified period of time. Such reduced work week shall not be less than twenty (20) hours per week. Pay, vacation, holidays and sick pay shall be reduced in accordance with such reduced work week.

SECTION 12. STANDBY PAY AND PAGER PAY

Employees who, as part of the duties of their positions are required by the Appointing Officer to standby when normally off duty to be instantly available to be called in for immediate emergency service for the performance of their regular duties, shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the department with an electronic paging device and/or cell phone. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service.

The provisions authorizing standby pay do not apply to job codes designated by a "Z" symbol.

SECTION 13. CALL BACK

Employees (except those at remote locations where City supplied housing has been offered, or who are otherwise being compensated) who are called back to their work locations following the completion of his/her work day and departure from his/her place of employment, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. This section shall not apply to employees who are called back to duty when on stand-by status.

Notwithstanding the general provisions of this section, call back pay shall not be allowed in job codes designated by a "Z" symbol.

SECTION 14. OVERTIME COMPENSATION

(1) Subject to sub-paragraphs 2-4 below, the Appointing Officer may require employees to work longer than the regular work day or the regular work week. Any time worked by an employee with proper authorization, exclusive of part-

time employees, in excess of forty (40) hours actually worked during a regular work week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate. For the purposes of calculating overtime compensation, an employee's base hourly rate may include certain premiums for those hours actually worked at the premium rate.

- (2) Employees working in job codes that are designated as having a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed forty (40) hours per week. Overtime shall be calculated and paid on the basis of the total number of straight time hours actually worked in a week. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
- (3) Only legal holidays, listed in Section 16 ("Holidays"), shall count as hours worked for the purposes of computing overtime.
- (4) Employees in non-"Z" designated job codes who are required to work overtime shall be paid at a rate of one and one-half times their regular base rate. An employee may elect to accrue Compensatory Time Off (CTO) in lieu of overtime, provided that the Appointing Officer approves of such election. In no instance may an employee accrue more than one hundred sixty (160) hours of CTO. A non-"Z" classified employee who is appointed to a position in another department shall have his or her entire compensatory time balances paid out at the rate of the underlying classification prior to appointment. A non-"Z" classified employee who is appointed to a position in a higher, non-"Z" designated classification or who is appointed to a position in a "Z" designated classification

- shall have his or her entire compensatory time balances paid out at the rate of the lower classification prior to promotion.
- (5) Employees in job codes designated by a "Z" symbol shall not be paid for overtime worked but may earn CTO at the rate of one hour for each hour worked in excess of 40 hour/week. The maximum amount of CTO that may be accrued is one hundred sixty (160) hours. In lieu of accruing CTO during the fiscal year, unrepresented department heads, the 1283 Director of Employee Relations and employees in AB44 Confidential Chief Attorney II shall have the same executive leave benefit applicable to employees in job codes assigned to the EM Unit. In lieu of accruing CTO during the fiscal year, employees in the 1282 Manager Employee Relations classification shall have the same administrative leave benefit applicable to employees in job codes assigned to the M Unit.

SECTION 15. FAIR LABOR STANDARDS ACT

To the extent that this Ordinance fails to afford employees the overtime or compensatory time off benefits to which they are entitled under the Fair Labor Standards Act, this Ordinance authorizes and directs all City Departments to ensure that their employees receive, at a minimum, such Fair Labor Standards Act Benefits.

SECTION 16. HOLIDAYS

Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January I (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s Birthday)
the third Monday in February (President's Day)

the last Monday in May (Memorial Day)

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July 4 (Independence Day)

the first Monday in September (Labor Day)

the second Monday in October (Columbus Day)

November 11 (Veteran's Day)

Thanksgiving Day

the day after Thanksgiving

December 25 (Christmas Day)

Provided however, that, if January I, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

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

Employees are entitled to four (4) floating holidays totaling thirty-two (32) hours (prorated for eligible part-time employees), in each fiscal year to be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. Employees hired on an as-needed, intermittent or seasonal basis shall not receive floating holidays. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift. Floating holidays may be carried forward from one fiscal year to the next. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. No compensation of any kind shall be

earned or granted for floating holidays not taken. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted to take off those floating holiday(s) to which the separating employee was eligible and had not yet taken off. Notwithstanding other limitations in this section, any unused floating holidays accrued through June 30, 2014 may be carried over to be used in fiscal year 2014-15.

Floating holidays are to be scheduled per mutual agreement, based on operational needs of the department.

For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in the Administrative Code (Section 16.4). Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective Appointing Officer to work on any of the above-specified holidays or to substitute holidays excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours pay for eight (8) hours worked or a proportionate amount if less than eight (8) hours worked; provided,

however, that at an employee's request and with the approval of the Appointing Officer, an employee may be granted compensatory time off in lieu of paid overtime.

Employees occupying positions which are exempt from the FLSA (Executive, Administrative and Professional) shall not receive extra compensation for holiday work but may be granted time off at the discretion of the Appointing Officer.

SECTION 18. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

- (1) Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
- (2) Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
- (3) Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.
- (4) Sections (2) and (3) above shall apply to part-time employees on a pro-rata basis. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such

employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

SECTION 19. HOLIDAY PAY FOR EMPLOYEES LAID OFF

An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at his or her normal rate of compensation.

SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

SECTION 21. PART-TIME EMPLOYEES ELIGIBLE FOR HOLIDAYS

Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

SECTION 22. IN-LIEU HOLIDAYS

- (1) Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
- (2) In-lieu holidays will be assigned by the Appointing Officer or designee if not scheduled in accordance with the procedures described herein.
- (3) An in-lieu holiday can be carried over into the next fiscal year only with the written approval of the Appointing Officer.

SECTION 23. PROBATIONARY PERIODS

Probationary periods shall be defined and administered by the Civil Service Commission. All permanent appointees shall serve a minimum of 2,080 hours probationary period.

A probationary period may be extended by mutual written agreement between the employee and the Appointing Officer.

SECTION 24. HEALTH AND WELFARE

(1) MISCELLANEOUS UNIT (001)

For members of the miscellaneous unit (001), the City's contribution to employee health, dental, and other insurance benefits will be equivalent to those offered to members of the City's bargaining units #7 and #8.

(2) MANAGEMENT UNIT (002)

As to the members of the management unit (002), health, dental, and other insurance benefits, including flexible spending ("cafeteria") benefits, will be equivalent to those offered to members of the City's bargaining unit #32.

(3) VDT EXAMINATION

Employees who are Health Services System members are eligible for one (1) annual VDT examination and prescribed eyewear.

SECTION 25. RETIREMENT CONTRIBUTION

Employees in classifications covered by this Ordinance shall pay their own employee retirement contributions as set forth in the San Francisco Charter.

The parties acknowledge that the San Francisco Charter establishes the levels, terms and conditions of retirement benefits for members of the San Francisco Employees Retirement System (SFERS). The fact that the Ordinance does not specify that a certain item of compensation is excluded from retirement benefits should not be construed to mean that the item is included by the Retirement Board when calculating retirement benefits.

SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one (1) day to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

Employees must provide at least two (2) weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

All such seminars must be located within the Bay Area.

This section shall not be subject to the grievance procedure.

SECTION 27. WORKER'S COMPENSATION AND RETURN TO WORK

The City will make a good faith effort to return employees who have sustained an occupational injury or illness to temporary modified duty within the employee's medical restriction. Duties of the modified assignment may differ from the employee's regular job duties and/or from job duties regularly assigned to employees in the injured employee's job code. Where appropriate modified duty is not available within the employee's job code, on the employee's regular shift, and in the employee's department, the employee may be temporarily assigned pursuant to this section to work in another job code, on a different shift, and/or in another department, subject to the approval of the Appointing Officer or designee. The decision to provide modified duty and/or the impact of such decisions shall not be subject to grievance or arbitration. Modified duty assignments may not exceed three (3) months. An employee assigned to a modified duty assignment shall receive their regular base rate of pay and shall not be eligible for any other additional compensation (premiums) and or out of job code assignment pay as may be provided under this Ordinance.

An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's Appointing Officer's approval.

An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the Appointing Officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

This section clarifies and supersedes any conflicting provisions of the Civil Service Commission Rules which are within the Charter authority of the Board of Supervisors.

SECTION 28. STATE DISABILITY INSURANCE (SDI) COVERAGE

Upon a statement by a majority of employees in a job code, or by the sole incumbent in a single "A" position or by the majority of employees in a multi "A" position, requesting that they be enrolled in the State Disability Program, the City shall take all necessary action to enroll affected employees therein.

SECTION 29. COMPLIANCE WITH DISABILITY AND ANTI-DISCRIMINATION STATUTES

This Ordinance shall be interpreted, administered and applied in a manner that complies with the provisions of federal, state and local disability and anti-discrimination statutes. The City shall have the right to take whatever action it deems appropriate to ensure compliance with such laws.

A complaint of discrimination may, at the option of the employee be processed through the grievance procedure of this Ordinance, or through the applicable Civil Service rules, the City Administrative Code and federal and state law. If the employee elects to pursue remedies for discrimination complaints outside the procedure of this Ordinance, it shall constitute a waiver of the right to pursue that complaint through the grievance process. To the extent permissible by law if there is an election to pursue the complaint through the grievance, it shall constitute a waiver of the right to pursue the complaint in other forums and grievant shall be required to execute a written acknowledgement of the waiver in a form approved by the City Attorney.

SECTION 30. TUITION REIMBURSEMENT

The City will allocate \$25,000 for the Tuition Reimbursement Program for employees covered by this Ordinance. Employees covered under this Unrepresented Ordinance may be reimbursed up to a maximum of \$2,500 for tuition, registration fees, books and other materials for internal or external training programs which will enhance an employee's work skills, professional conferences, professional association memberships and desired licenses relevant to the employee's current classification. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

Subject to approval by the Appointing Officer or designee and to the extent funds are available, employees may utilize up to \$1,000 of the funds available to them for that fiscal year under this section to pay for the cost of reasonable and necessary travel and lodging for approved training. Travel reimbursement rates shall be as specified in the Controller's travel policy memo; however, a \$50 per diem will be allowed for meals required when on travel status for approved training.

In addition, subject to the approval of the employee's Appointing Officer, an employee may also be reimbursed up to \$1,000 of the maximum funds available to them per fiscal year for the purchase of handheld electronic devices (e.g. smartphones, tablets), laptop computers, professional software, and books and subscriptions for use in the performance of their City duties. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

SECTION 31. TUITION REIMBURSEMENT FOR SUPERVISING CLINICAL PSYCHOLOGISTS

Each regularly scheduled full-time or part-time 2576 Supervising Clinical Psychologists (excluding as needed employees) may be reimbursed up to a maximum of \$2,000 per fiscal year for tuition, internal or external training programs, professional conferences and professional association membership relevant to the employee's current classification. The funds may also be used to reimburse employees for the purchase of Personal Digital Assistants, professional software, books and subscriptions. Tuition reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

SECTION 32. SPECIAL EDUCATIONAL LEAVE FOR SUPERVISING CLINICAL PSYCHOLOGISTS

Each regular full time or part time 2576 Supervising Clinical Psychologist (excluding as needed employees) shall be allowed the required number of hours of educational leave with pay for re-licensure to attend formally organized courses, institutes, workshops or classes to fulfill re-licensure requirements, as authorized and approved by the Appointing Officer or designee.

SECTION 33. RENEWAL FEES FOR CERTIFICATIONS, LICENSES OR REGISTRATIONS

When a certificate, license or registration is required by the Civil Service

Commission as a minimum qualification for City employment, the City will reimburse the employee for the amount of the mandatory fee for the renewal of such certificate, license or registration.

SECTION 34. BAR DUES

Full-time permanent exempt employees who, as a condition of employment, are required to be a member of the California State Bar shall be reimbursed for his/her annual mandatory minimum California State Bar dues.

SECTION 35. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

Unrepresented employees shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

SECTION 36. LIFE INSURANCE

Upon becoming eligible to participate in the Health Service System under San Francisco Administrative Code Section 16.700, the City shall provide life insurance in the amount of \$50,000 for all employees covered by this Ordinance.

SECTION 37. SAFETY EQUIPMENT & PROTECTIVE CLOTHING

All employees covered by this Ordinance shall be provided with safety equipment and protective clothing in accordance with Cal-OSHA requirements and as deemed appropriate by and authorized by the Appointing Officer or designee.

SECTION 38. LONG TERM DISABILITY

The City, at its own cost, shall provide to Miscellaneous Unrepresented Employees a Long Term Disability (LTD) benefit that provides, after a one hundred and eighty (180) day elimination period, sixty percent salary (60%) (subject to integration) up to age sixty-five (65). Employees who are receiving or who are eligible to receive LTD shall be eligible to participate in the City's Catastrophic Illness Program only to the extent allowed for in the ordinance governing such program.

SECTION 39. PARENTAL RELEASE TIME

Upon proper advance notification, covered employees may be granted up to forty (40) hours Parental Leave per fiscal year four (4) hours of which will be paid leave to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental leave shall not exceed eight (8) hours in any calendar month of the year.

In order to qualify for Parental leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management. The employee may utilize either existing vacation, compensatory time off, or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

Denial of Parental Leave under this section is not subject to the grievance process.

SECTION 40. MILEAGE REIMBURSEMENT

Covered employees shall be reimbursed at the Controller's certified rate per mile when required to use their personal vehicle for City business.

SECTION 41. GRIEVANCE PROCEDURE

Definition:

A Grievance shall be defined as any dispute which involves the interpretation or application of this Ordinance. The grievance must state the circumstances on which the grievant claims to be aggrieved, the section(s) of the Ordinance which the grievant believes violated and the remedy or solution being sought by the grievant.

General Provisions:

In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period prior to the initiation of the grievance.

If the supervisor or Appointing Officer fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered to be resolved.

The time limits set forth in this grievance procedure may be extended by mutual agreement between the parties.

Any deadline date under this section that falls on a Saturday, Sunday or Holiday shall be continued to the next business day.

Procedure:

Step I Immediate Supervisor

An employee having a grievance must first discuss it with the employee's immediate supervisor. The employee's immediate supervisor is the individual who immediately assigns, reviews or directs the work of an employee.

If a solution to the grievance, satisfactory to the employee and immediate supervisor is not accomplished by the informal discussion, the employee may pursue the matter further. The employee shall submit a written statement of the grievance to the immediate supervisor within fifteen (15) calendar days of the facts or event giving rise to the grievance or within fifteen (15) calendar days from such time as the employee should have known of the occurrence thereof.

The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He/she shall respond within five (5) calendar days.

Step II Department Head/Designee

If the employee is not satisfied with the decision rendered, the employee shall submit the grievance in writing to the department head or designee within fifteen (15) calendar days of receiving notification of that decision. The grievance shall include a specific description of the basis for the claim, the Ordinance section(s) believed violated and the resolution desired. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The Department Head/designee shall, within fifteen (15) calendar days of receipt of the written grievance, or within ten (10) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievance, specifying his/her reason(s) for concurring with or denying the grievance.

Step III Director, Employee Relations Division

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If the employee is not satisfied with the decision of the Department Head/designee, the employee shall submit the grievance to the Employee Relations Director within fifteen (15) calendar days after receipt of the Department's decision.

The Director shall have thirty (30) calendar days after receipt of the written grievance in which to review and seek resolution of the grievance and to render a decision concurring with or denying the grievance. The Employee Relations Director's decision shall be final and binding.

SECTION 42. PAPERLESS PAY POLICY

- (1) Upon the date that the Controller establishes a Citywide Paperless Pay Policy, this policy will apply to all employees covered by this Ordinance.
- (2) Under the policy, all employees shall be able to access their pay advices electronically, and print them in a confidential manner. Employees without computer access shall be able to receive 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.
- (3) Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or bank card. Employees not signing up for either option will be defaulted into bank cards.

SECTION 43. SUBSTANCE ABUSE PREVENTION POLICY

All employees covered by this Ordinance shall be subject to post-accident testing as defined in the City's Substance Abuse Prevention Policy ("SAPP"). All employees covered by this Ordinance who perform safety-sensitive functions as defined by the SAPP shall be

subject to reasonable suspicion testing as defined in the SAPP. The City's SAPP is posted on the Department of Human Resources website.

SECTION 44. SAVINGS CLAUSE

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

Recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein incorrect. Such terms will be read as if they accurately referenced the same sections in their newly codified form as of July 1, 2013.

This Ordinance shall be effective July 1, 2014.

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

By:

ELIZABETH SALVESON

Chief Labor Attorney

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Mayor Lee

BOARD OF SUPERVISORS

Mayor Lee **BOARD OF SUPERVISORS**

ATTACHMENT A

LIST OF UNREPRESENTED JOB CODES PURSUANT TO CHARTER SECTION A8.409.1.

001 = Miscellaneous Unrep. Job Codes 002 = Management Unrep. Job Codes

Job

Union

Code	Description	Code
1229	Special Examiner	001
1280	Employee Relations Representative	001
1281	Senior Emp Relations Representative	001
1942	Asst Materials Coordinator	001
2561	Optometrist	001
2576	Sprv Clincal Psychologist	001
2966	Welfare Fraud Investigator	001
2967	Sup Welfare Fraud Investigator	001
3246	Pianist	001
3438	Arborist Technician Supv II	001
8168	Parking Hearing Supervisor	001
8247	Emergency Planning Coordinator	001
8446	Court Alternative Specialist 1	001
9144	Investigator, Taxi & Access Svcs	001
9530	Labor Relations Rep, SFMTA	001
9531	Sr. Labor Relations Rep, SFMTA	001
9916	Public Svc Aide-Public Works	001
AC35	Bd/Comm Secretary 3	001
0881	Mayoral Staff I	002

1		Job		Union
2		Code	Description	Code
3		0882	Mayoral Staff II	002
4		0883	Mayoral Staff III	002
5		0884	Mayoral Staff IV	002
6		0885	Mayoral Staff V	002
7		0886	Mayoral Staff VI	002
8		0887	Mayoral Staff VII	002
9		0888	Mayoral Staff VIII	002
10		0889	Mayoral Staff IX	002
11		0890	Mayoral Staff X	002
12		0891	Mayoral Staff XI	002
13	The state of the s	0892	Mayoral Staff XII	002
14	-	0901	Mayoral Staff XIII	002
15		0902	Mayoral Staff XIV	002
16		0903	Mayoral Staff XV	002
17		0904	Mayoral Staff XVI	002
18	Age	0905	Mayoral Staff XVII	002
19		1282	Manager, Employee Relations Div	002
20		1283	Director, Emp Relations Div	002
21		1293	Human Resources Director	002
22		1682	Controller	002
23		1849	Prog Mgr, Bus & Econ Develop	002
24				
25	**	AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	002

Mayor Lee BOARD OF SUPERVISORS



Unrepresented Ordinance

Unrepresented Highlights

Term	One-year ordinance (July 1, 2014 to June 30, 2015)					
Wages	Effective October 11, 2014: 3%					
Paperless Pay	The Controller will implement mandatory direct deposit of pay effective Fall 2014, with 30 days advance notice to unions and employees prior to implementation. Pay advices will be available only in electronic form. Those without direct deposit will receive a preloaded bank card and the bank card will not have fees.					
Night duty	Increase Night Shift premium to 6 1/4% to 8 1/2%.					
Compensatory time	For employees who are not exempt from the FLSA ("non-Z") and earn compensatory time in lieu of overtime pay, compensatory time will be cashed out when promoting or changing departments. Lower accrual cap from 240 hours to 160 hours.					
Tuition reimbursement	Increase tuition reimbursement pool from \$15,000 to \$25,000. Increase tuition reimbursement from \$2,000 to \$2,500 per employee member.					
Management Classifications	Suspension of internal adjustment process for Executive Management.					



OFFICE OF THE CONTROLLER

Ben Rosenfield Controller

Monique Zmuda **Deputy Controller**

June 12, 2014

Ms. Angela Calvillo Clerk of the Board of Supervisors City Hall, Room 244 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102

RE: File Numbers 140526 and 140528 through 140550: Memoranda of Understanding (MOU)

between the City and County of San Francisco and various collective bargaining units.

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of 24 MOUs between the City and County of San Francisco and various employee collective bargaining units. The amendments apply to MOUs for the period commencing July 1, 2014 through June 30, 2017, affecting 20,304 authorized positions with a salary base of approximately \$1.73 billion and an overall pay and benefits base of approximately \$2.26 billion.

Our analysis finds that the amendments to the MOUs result in increased costs to the City of approximately \$52.8 million in FY 2014-15, \$125.9 million in FY 2015-16 and \$20.1 million in FY 2016-17. As a percentage of FY 2014-15 base wage and fringe costs these represent cost increases of 2.3%, 5.6%, and 8.9% respectively. Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes.

Increased costs are driven by general wage increases to all of the 20,304, authorized positions, in addition to other various other provisions affecting terms and conditions of employment, employer paid health benefits and special pay for members of the collective bargaining units. See Attachments A and B for a detailed listing and analysis of the costs for the affected MOUs.

If you have additional questions or concerns please contact me at 554-7500 or Drew Murrell of my staff at 554-7647.

Sincerely.

Ben Rosenfield Controller

cc:

Martin Gran, ERD

Harvey Rose, Budget Analyst

ATTACHMENT A

Amendments to the Memoranda of Understanding of listed units from July 1, 2014 - June 30, 2017 Controller's Office Estimate of Total Costs/(Savings) FY 2014-15, FY 2015-16 and FY 2016-17

<u>Citywide Provisions</u>			FY 2014-15		FY 2015 - 16		FY 2016 - 17	
Wages - Ci	tywide Pattern		<u>F1 2014-13</u>	-	<u> 1 2013 - 10</u>		1 2010 - 17	
3.00% Effective first full pay-period of October 2014 3.25% Effective first full pay-period of October 2014 2.49% (Projected CPI + .25%) Effective July 1, 2016		\$	36,120,000	\$ \$	50,100,000 40,260,000	\$ \$ \$	50,100,000 55,880,000 42,900,000	
2.4770 (110j	peter CTT 1.25%) Effective July 1, 2010	\$	36,120,000	\$	90,360,000	\$	148,880,000	
Wage-Rela	ted Fringe Increases - Citywide Pattern	\$	10,470,000	\$	26,150,000	\$	43,050,000	
Wages - Pa	rity/Step Adjustments	\$	5,730,000	\$	6,920,000	\$	6,530,000	
Wage - Rel	ated Fringe Increases - Parity/Step Adjustments	\$	1,030,000	\$	1,390,000	\$	1,380,000	
Total Wage	e and Wage-Related Fringe Increases	\$	53,350,000	\$	124,820,000	\$	199,840,000	
Health Pres	mium Contribution Changes	\$	2,640,000	\$	4,420,000	\$	4,630,000	
Wage and Wage Related Fringe Premium Changes			(4,120,000)	\$	(4,320,000)	\$	(4,330,000)	
Other Miscellaneous Adjustments			915,000	\$	1,005,000	\$	985,000	
Annual Amount Increase (Decrease)		\$	52,785,000	\$	125,925,000	\$	201,125,000	
Percent of FY 2014-15 Salary and Fringe			2.3%		5.6%		8.9%	
Union D	<u>etail</u>							
File Numbe	er <u>Union</u>		FY 2014-15]	FY 2015 - 16	1	FY 2016 - 17	
140550	Unrepresented		\$330,000					
	Percent of FY 2014-15 Salary and Fringe		2.1%					
	Wages		\$230,000		he contract for ployees extends			
	Wage-Related Fringe Increases/(Decreases)		\$70,000	tl	rough June 30.	201	5 and wage	
	Premium Increases/(Decreases)		\$20,000		reases for the fi I 2016-17 are no			
	Increased Employee Development Fund Contribution		\$10,000					
140526	Building Inspectors (BI)		<u>\$230,000</u>		<u>\$610,000</u>		<u>\$990,000</u>	
	Percent of FY 2014-15 Salary and Fringe		2.0%		5.2%		8.4%	
	Wages		\$180,000		\$470,000		\$770,000	
	Wage-Related Fringe Increases/(Decreases)		\$50,000		\$140,000		\$220,000	

File Number	<u>Union</u>	FY 2014-15	<u>FY 2015 - 16</u>	FY 2016 - 17
140528	Crafts Coalition Percent of FY 2014-15 Salary and Fringe	\$1,090,000 2.4%	\$2,540,000 5.6%	\$4,090,000 9.0%
	Wages	\$760,000	\$1,910,000	\$3,150,000
	Wage-Related Fringe Increases/(Decreases)	\$220,000	\$560,000	\$910,000
	Premium Increases/(Decreases)	\$30,000	\$30,000	\$30,000
	Increased Employee Development Fund Contribution	\$80,000	\$40,000	\$0
140529	Deputy Probation Officers' Association (DPOA) Percent of FY 2014-15 Salary and Fringe	\$600,000 3.2%	\$1,130,000 6.1%	\$1,720,000 9.2%
	Wages	\$300,000	\$740,000	\$1,220,000
	Wage-Related Fringe Increases/(Decreases)	\$70,000	\$160,000	\$270,000
	Wages - 1.25% Effective 7/1/2014 in Addition to Citywide Pattern	\$180,000	\$180,000	\$180,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	\$40,000	\$40,000	\$40,000
	Premium Increases/(Decreases)	\$0	\$0	\$0
	Increased Employee Development Fund Contribution	\$10,000	\$10,000	\$10,000
140530	Deputy Sheriff's Association (DSA)	<u>\$1,430,000</u>	<u>\$4,610,000</u>	<u>\$8,040,000</u>
	Percent of FY 2014-15 Salary and Fringe	1.6%	5.1%	8.9%
	Wages	\$1,750,000	\$4,400,000	\$7,260,000
	Wage-Related Fringe Increases/(Decreases)	\$370,000	\$920,000	\$1,520,000
	Premium Increases/(Decreases)	\$80,000	\$80,000	\$80,000
	15 Minute Briefing Period Pay Increases/(Decreases)	(\$770,000)	(\$790,000)	(\$820,000)
140541	Sheriff's Managers & Supervisors Association (MSA)	<u>\$620,000</u>	\$1,200,000	<u>\$1,760,000</u>
	Percent of FY 2014-15 Salary and Fringe	4.2%	8.1%	11.9%
	Wages	\$280,000	\$710,000	\$1,170,000
	Wage-Related Fringe Increases/(Decreases)	\$60,000	\$140,000	\$240,000
	Wages - 1.5% Effective 7/1/2014 in Addition to Citywide Pattern	\$140,000	\$200,000	\$200,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	\$30,000	\$40,000	\$40,000
	Increased overtime required to backfill release and training allowances	\$100,000	\$100,000	\$100,000
	Premium Increases/(Decreases)	\$10,000	\$10,000	\$10,000

File Number	<u>Union</u>	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140531	District Attorney Investigators' Association (DAIA) Percent of FY 2014-15 Salary and Fringe	\$170,000 3.1%	\$360,000 6.5%	\$530,000 9.5%
	Wages	\$80,000	\$210,000	\$350,000
	Wage-Related Fringe Increases/(Decreases)	\$20,000	\$50,000	\$80,000
	Wages - 2% Effective 10/11/2014 in Addition to Citywide Pattern	\$60,000	\$80,000	\$80,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	\$10,000	\$20,000	\$20,000
140532	Electricians Local 6	<u>\$890,000</u>	\$2,270,000	\$3,620,000
	Percent of FY 2014-15 Salary and Fringe	2.3%	5.9%	9.5%
	Wages	\$650,000	\$1,640,000	\$2,710,000
	Wage-Related Fringe Increases/(Decreases)	\$190,000	\$470,000	\$770,000
	Wages - 3.4% for Electrical Line Worker Effective 7/1/2015		\$60,000	\$60,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern		\$20,000	\$20,000
	Premium Increases/(Decreases)	(\$30,000)	(\$80,000)	(\$90,000)
	Health Contribution Model Changed from 90/10 to 93/93/83	\$80,000	\$160,000	\$150,000
140533	IFPTE, Local 21	\$10,870,000	<u>\$26,980,000</u>	\$44,300,000
	Percent of FY 2014-15 Salary and Fringe	2.1%	5.2%	8.5%
	Wages	\$8,160,000	\$20,540,000	\$33,860,000
	Wage-Related Fringe Increases/(Decreases)	\$2,460,000	\$6,190,000	\$10,190,000
	Wages - 6% for Fire Protection Engineer Effective 7/1/2014 in Addition to Citywide Pattern	\$30,000	\$30,000	\$30,000
	Wage-Related Fringe Increases/(Decreases) for Fire Protection Engineer in Addition to the Citywide Pattern	\$10,000	\$10,000	\$10,000
	Premium Increases/(Decreases)	(\$40,000)	(\$40,000)	(\$40,000)
	Increased Employee Development Fund Contribution	\$250,000	\$250,000	\$250,000
140534	Institutional Police Officers' Association (IPOA)	<u>\$10,000</u>	<u>\$20,000</u>	<u>\$30,000</u>
	Percent of FY 2014-15 Salary and Fringe	3.4%	6.8%	10.1%
	Wages - Parity with DSA & MSA	\$10,000	\$20,000	\$30,000
	Wage-Related Fringe Increases/(Decreases)	\$0	\$0	\$0

File Number	<u>Union</u>	FY 2014-15	<u>FY 2015 - 16</u>	FY 2016 - 17
140535	Laborers, Local 261 Percent of FY 2014-15 Salary and Fringe	\$1,970,000 2.3%	\$4,790,000 5.5%	\$7,620,000 8.8%
	Wages	\$1,380,000	\$3,480,000	\$5,730,000
	Wage-Related Fringe Increases/(Decreases)	\$400,000	\$1,010,000	\$1,660,000
	Premium Increases/(Decreases)	\$20,000	\$20,000	\$20,000
	Health Contribution Model Changed from 90/10 to 93/93/83 plus stipend	\$70,000	\$180,000	\$110,000
	Increased Employee Development Fund Contribution	\$100,000	\$100,000	\$100,000
140536	Local 1414 Automotive Machinists	<u>\$450,000</u>	<u>\$1,000,000</u>	<u>\$1,530,000</u>
	Percent of FY 2014-15 Salary and Fringe	2.8%	6.2%	9.6%
	Wages	\$260,000	\$650,000	\$1,070,000
	Wage-Related Fringe Increases/(Decreases)	\$80,000	\$200,000	\$320,000
	Wages - \$0.40/hour for Automotive Machinist Effective 7/1/2014 in Addition to the Citywide Pattern	\$50,000	\$50,000	\$50,000
	Wage-Related Fringe Increases/(Decreases) for Automotive Machinist Effective 7/1/2014 in Addition to the Citywide Pattern	\$10,000	\$10,000	\$10,000
	Wages - 1% for Auto Body and Fender Worker and Car and Auto Painter Effective 10/11/2014 in Addition to the Citywide Pattern	\$0	\$10,000	\$10,000
	Premium Increases/(Decreases)	\$20,000	\$20,000	\$20,000
	Health Contribution Model Changed to 93/93/83	\$30,000	\$60,000	\$50,000
140537	Municipal Attorneys' Association (MAA)	\$2,050,000	<u>\$4,900,000</u>	<u>\$7,960,000</u>
	Percent of FY 2014-15 Salary and Fringe	2.0%	4.8%	7.9%
	Wages	\$1,460,000	\$3,670,000	\$6,050,000
	Wage-Related Fringe Increases/(Decreases)	\$420,000	\$1,050,000	\$1,730,000
	Premium Increases/(Decreases)	\$70,000	\$80,000	\$80,000
	Increased Employee Professional Services Reimbursement Fund Contribution	\$100,000	\$100,000	\$100,000
140538	Municipal Executives' Association (MEA) - Misc. Percent of FY 2014-15 Salary and Fringe	\$3,875,000 2.2%	\$9,555,000 5.4%	\$15,515,000 8.7%
	Wages	\$2,800,000	\$7,040,000	\$11,590,000
	Wage-Related Fringe Increases/(Decreases)	\$800,000	\$2,020,000	\$3,330,000
	Long-Term Disability Plan Beginning January 1, 2015	\$70,000	\$140,000	\$140,000
	Increased Employee Management and Leadership Training Fund Contribution	\$75,000	\$75,000	\$125,000
	Health Contribution Model Changed to 65/75/83	\$130,000	\$280,000	\$330,000

File Number	<u>Union</u>	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140539	Operating Engineers, Local 3 Percent of FY 2014-15 Salary and Fringe	\$140,000 2.4%	\$330,000 5.6%	\$530,000 9.0%
	Wages	\$100,000	\$250,000	\$410,000
	Wage-Related Fringe Increases/(Decreases)	\$30,000	\$70,000	\$110,000
	Premium Increases/(Decreases)	\$10,000	\$10,000	\$10,000
140540	Painters (SFCWU) Percent of FY 2014-15 Salary and Fringe	\$300,000 2.7%	<u>\$650,000</u> 5.8%	\$1,020,000 9.1%
	Wages	\$180,000	\$450,000	\$740,000
	Wage-Related Fringe Increases/(Decreases)	\$50,000	\$130,000	\$210,000
	Premium Increases/(Decreases)	\$70,000	\$70,000	\$70,000
140549	Plumbers Local 38 Percent of FY 2014-15 Salary and Fringe	\$830,000 2.1%	\$2,120,000 5.5%	\$3,460,000 9.0%
	Wages	\$650,000	\$1,640,000	\$2,700,000
	Wage-Related Fringe Increases/(Decreases)	\$180,000	\$460,000	\$770,000
	Wages - Plumbing Inspectors final COLA adjustment Effective 10/8/2016 - Change to the Citywide Pattern of 7/1/2016			(\$20,000)
	Wage-Related Fringe Increases/(Decreases) for Plumbing Inspectors			(\$10,000)
	Premium Increases/(Decreases)		\$20,000	\$20,000
140542	SEIU Local 1021 Misc.	\$24,780,000	<u>\$55,650,000</u>	<u>\$87,470,000</u>
	Percent of FY 2014-15 Salary and Fringe	2.6%	5.9%	9.2%
	Wages	\$15,090,000	\$37,990,000	\$62,600,000
	Wage-Related Fringe Increases/(Decreases)	\$4,500,000	\$11,310,000	\$18,640,000
	Wages - 7% for Window Cleaner Supervisors Effective 7/1/2014 in Addition to Citywide Pattern	\$10,000	\$10,000	\$10,000
	Wages - 4% for Public Safety Dispatchers Effective 7/1/2014 in Addition to Citywide Pattern	\$760,000	\$770,000	\$770,000
	Wage-Related Fringe Increases/(Decreases) for Public Safety Dispatchers	\$210,000	\$210,000	\$210,000
	New Steps for Food Service Workers	\$320,000	\$320,000	\$320,000
	Step Schedule Introduced for Sheriff's Cadets	\$210,000	\$360,000	\$370,000
	New Staff Eligibile for Layoff Impact Premium	\$210,000	\$210,000	\$210,000
	10% Window Cleaner Supervisor Increase	\$20,000	\$20,000	\$20,000
	Eligiblity Workers Class Adjustments	\$1,340,000	\$1,080,000	\$700,000
	\$50,000 Life Insurance for all members	\$470,000	\$470,000	\$470,000
	Premium Increases/(Decreases)	(\$690,000)	(\$850,000)	(\$850,000)
	Health Contribution Model Changed to 100/96/83	\$2,330,000	\$3,750,000	\$4,000,000

File Number	<u>Union</u>	FY 2014-15	FY 2015 - 16	FY 2016 - 17
140543	Stationary Engineers Local 39	\$1,030,000	\$4,980,000	\$7,690,000
	Percent of FY 2014-15 Salary and Fringe	1.4%	6.7%	10.4%
	Wages	\$1,290,000	\$3,260,000	\$5,380,000
	Wage-Related Fringe Increases/(Decreases)	\$360,000	\$900,000	\$1,490,000
	Wages - 6% Effective 10/11/2014 in Addition to Citywide Pattern	\$2,590,000	\$3,720,000	\$3,720,000
	Wage-Related Fringe Increases/(Decreases) in Addition to Citywide Pattern	\$720,000	\$1,030,000	\$1,030,000
	Premium Increases/(Decreases)	(\$3,930,000)	(\$3,930,000)	(\$3,930,000)
140544	Supervising Probation Officers (SPO)	<u>\$60,000</u>	\$140,000	<u>\$240,000</u>
	Percent of FY 2014-15 Salary and Fringe	1.9%	4.5%	7.8%
	Wages	\$50,000	\$120,000	\$200,000
	Wage-Related Fringe Increases/(Decreases)	\$10,000	\$20,000	\$40,000
140545	Teamsters Local 856 (Multi-Unit)	<u>\$280,000</u>	<u>\$690,000</u>	\$1,080,000
	Percent of FY 2014-15 Salary and Fringe	2.3%	5.6%	8.8%
	Wages	\$190,000	\$490,000	\$800,000
	Wage-Related Fringe Increases/(Decreases)	\$50,000	\$140,000	\$220,000
	Wages - 2% for Senior Counselors Effective 10/11/2014 in Addition to Citywide Pattern	\$20,000	\$30,000	\$30,000
	Wage-Related Fringe Increases/(Decreases) for Senior Counselors	\$0	\$10,000	\$10,000
	Premium Increases/(Decreases)	\$20,000	\$20,000	\$20,000
140546	TWU-200 (SEAM)	<u>\$50,000</u>	\$120,000	<u>\$200,000</u>
	Percent of FY 2014-15 Salary and Fringe	2.0%	4.7%	7.9%
	Wages	\$40,000	\$90,000	\$150,000
	Wage-Related Fringe Increases/(Decreases)	\$10,000	\$30,000	\$50,000
140547	TWU 250-A (7410)	<u>\$70,000</u>	<u>\$160,000</u>	<u>\$270,000</u>
	Percent of FY 2014-15 Salary and Fringe	1.9%	4.5%	7.5%
	Wages	\$50,000	\$140,000	\$220,000
	Wage-Related Fringe Increases/(Decreases)	\$20,000	\$40,000	\$70,000
	Premium Increases/(Decreases)	\$10,000	\$10,000	\$10,000
	Health Contribution Model Changed to 93/93/83	(\$10,000)	(\$30,000)	(\$30,000)
140548	TWU-250-A (Multi-Unit) Percent of FY 2014-15 Salary and Fringe	\$240,000 2.0%	\$590,000 4.9%	\$950,000 7.9%
	Wages	\$180,000	\$440,000	\$720,000
	Wage-Related Fringe Increases/(Decreases)	\$50,000	\$130,000	\$210,000
	Health Contribution Model Changed to 93/93/83	\$10,000	\$20,000	\$20,000

ATTACHMENT B

140547 - TWU 250-A (7410)

140548 - TWU-250-A (Multi-Unit)

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 24 MOUs between the City and County of San Francisco and various employee unions. The attached analysis reviews the MOUs listed below:

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140550 - Unrepresented
140526 - Building Inspectors (BI)
140528 - Crafts Coalition
140529 - Deputy Probation Officers' Association (DPOA)
140541 - Sheriff's Managers & Supervisors Association (MSA)
140530 - Deputy Sheriff's Association (DSA)
140531 - District Attorney Investigators' Association (DAIA)
140532 - Electricians Local 6
140533 - IFPTE, Local 21
140534 - Institutional Police Officers' Association (IPOA)
140535 - Laborers, Local 261
140536 - Local 1414 Automotive Machinists
140537 - Municipal Attorneys' Association (MAA)
140538 - Municipal Executives' Association (MEA) - Misc.
140539 - Operating Engineers, Local 3
140540 - Painters (SFCWU)
140549 - Plumbers Local 38
140542 - SEIU Local 1021 Misc.
140543 - Stationary Engineers Local 39
140544 - Supervising Probation Officers (SPO)
140545 - Teamsters Local 856 (Multi-Unit)
140546 - TWU-200 (SEAM)
```

Analyses for MOUs with Nurses, Police, and Firefighters are presented in separate letters. MOUs with Municipal Transit Agency (MTA) staff in bargaining units Electricians Local 6, Local 1414 Automotive Machinists, TWU-200 (SEAM), TWU Local 250-A Auto Service Worker, TWU Local 250-A Transit Operator, TWU Local 250-A Transit Fare Inspector, and Municipal Executives' Association (MEA) are negotiated directly with MTA and still pending agreement. MTA employees in those units are excluded from this analysis. A subset of MTA staff in the SEIU bargaining unit job classes considered "service critical" also negotiate directly with MTA and are excluded here.

The information below details the results of the analysis of the costs or savings resulting from amendments to the affected MOUs:

Citywide

Wages

The City and the bargaining units included in this analysis have agreed to a wage increase for all covered employees of 3% in October 2014, 3.25% in October 2015, and between 2.25% and 3.25%, depending on inflation as measured by the Consumer Price Index (CPI), in July of 2016. In calculating CPI, the Controller's Office will 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 will be calculated using the percentage change in the price index from February 2015 to February 2016. The value of this increase is currently projected to be 2.49%.

With the exception of internal adjustments and parity increases, all units and their represented members follow the citywide pattern for wage increases. Adjustments and exceptions to this pattern for the units listed below are described in detail in this attachment.

- Deputy Probation Officers Association (DPOA)
- Deputy Sheriffs' Association (DSA)
- Sheriffs' Managers & Supervisors Association (MSA)
- District Attorney Investigators' Association (DAIA)
- International Brotherhood of Electrical Workers, Local 6 (IBEW Local 6)
- International Federation of Professional and Technical Engineers Local 21, AFL, CIO (IFPTE Local 21)
- Institutional Police Officers' Association (IPOA)
- Machinists Union, Local 1414
- United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38 (Plumbers and Pipe Fitters, Local 38)
- Service Employees International Union, Local 1021 (SEIU Local 1021)
- The International Union of Operating Engineers and Stationary Engineers, Local 39 (Stationary Engineers, Local 39)
- Teamsters, Local 856 Multi-Unit (Teamsters Local 856)

San Francisco International Airport Employee Transit Pilot Program

The San Francisco International Airport (SFIA) will implement an employee transit pilot program encouraging employees to use mass transportation to commute to and from SFIA work locations. The City and the affected unions have included changes to the MOU's that incorporate this change. Our analysis projects that this change will result in approximately \$0.4 million of increased costs to the City during FY 2014-15 and \$0.5 million of increased costs in FY 2015-16 and 2016-17. This pilot program will be evaluated in FY 2015-16 to determine whether it will be continued.

Compensatory Time Off

The City and 13 of the 24 unions have agreed to include changes to the MOUs affecting the compensation method for compensatory time earned by covered members. Employees occupying certain executive, administrative, or professional positions are not paid for overtime worked but instead are granted compensatory time off at the rate of one-and-one-half times for time worked in excess of regular work schedules. Under the amended MOUs, an employee who is appointed to a position in another department will have his or her entire compensatory time balance paid out at the rate of the underlying classifications prior to appointment. Similarly, an employee who is appointed to a position in a higher classification that allows for paid overtime will have his or her entire compensatory time balance paid out at the rate of the lower classification prior to promotion. Our analysis projects that the implementation of this change will result in no increased costs to the City during the term of the agreements. Over the long term, this change is likely to result in lower payouts than would otherwise have been made.

Paperless Pay

The City and the unions have agreed to implement a Citywide Paperless Pay Policy that will apply to all City employees. Under the policy, all employees shall be able to access their pay advices electronically, and will have, regardless of employee start date, two options for receiving pay; direct deposit or bank card. Upon implementation of the policy paper pay advices will no longer be available with the exception of those employees without computer access. Our analysis projects that this change will result in approximately \$60,000 of total cost savings to the City from FY 2014-15 through FY 2016-17.

File Number 140528 - Crafts Coalition

The MOU for the Joint Craft Unions covers all members in the following units: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; the 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; Pile Drivers, Divers, 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 and Teamsters, Local 853. The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 415 authorized positions with a salary base of approximately \$34.9 million and an overall pay and benefits base of approximately \$45.9 million.

Our analysis projects that this agreement will result in approximately \$1.1 million of increased costs to the City during FY 2014-15, \$2.5 million of increased costs in FY 2015-16 and \$4.1 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140550 - Unrepresented

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2015, affecting 134 authorized positions with a salary base of approximately \$12.0 million and an overall pay and benefits base of approximately \$15.7 million.

Our analysis projects that this agreement will result in approximately \$0.3 million of increased costs to the City during FY 2014-15. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140526 – Building Inspectors (BI)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 80 authorized positions with a salary base of approximately \$9.0 million and an overall pay and benefits base of approximately \$11.8 million.

Our analysis projects that this agreement will result in approximately \$0.2 million of increased costs to the City during FY 2014-15, \$0.6 million of increased costs in FY 2015-16 and \$1.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140529 – Deputy Probation Officers' Association (DPOA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 160 authorized positions with a salary base of approximately \$15.2 million and an overall pay and benefits base of approximately \$18.6 million.

Our analysis projects that this agreement will result in approximately \$0.6 million of increased costs to the City during FY 2014-15, \$1.1 million of increased costs in FY 2015-16 and \$1.7 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140530 – Deputy Sheriff's Association (DSA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 769 authorized positions with a salary base of approximately \$73.2 million and an overall pay and benefits base of approximately \$90.0 million.

Our analysis projects that this agreement will result in approximately \$1.4 million of increased costs to the City during FY 2014-15, \$4.6 million of increased costs in FY 2015-16 and \$8.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

The City and the union have also agreed to reinstate the annual salary survey market wage adjustment which was suspended under the previous MOU. Our analysis assumes that no market wage adjustments will occur during the contract period, as the most recent findings from a DHR market wage survey found that salaries for DSA members compared favorably with other agencies.

Outside of the scope of the MOU, the City has recognized the need to begin to pay for overtime worked by members that participate in regular daily briefings outside of their normal shift schedule. The MOU requires the City to pay, at a straight time rate, the first one-quarter hour in excess of eight hours per day that results from the daily briefings. Our analysis reflects this change as a savings from what would otherwise be required to pay at an overtime rate of time and a half.

Finally, the City and the union have agreed to revise longevity pay eligibility requirements to require all members hired after July 1, 2014 to have completed 18 years of service as sworn members prior to receiving longevity pay. Prior MOU language made members eligible after 5 years of service. Savings from this provision will occur outside of the contract period. The current estimated annual value of this premium pay is \$1.1 million.

File Number 140541 – Sheriff's Managers & Supervisors Association (MSA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 98 authorized positions with a salary base of approximately \$12.1 million and an overall pay and benefits base of approximately \$14.7 million.

Our analysis projects that this agreement will result in approximately \$0.6 million of increased costs to the City during FY 2014-15, \$1.2 million of increased costs in FY 2015-16 and \$1.8 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

As with Sheriff's Deputies, the City and the union have agreed to reinstate the annual salary survey market wage adjustment which was suspended under the previous MOU. Our analysis assumes that no market wage adjustments will occur during the contract period, as the most recent findings from a DHR market wage survey found that salaries for MSA members compared favorably with other agencies.

MSA also mirrored the agreement with Sheriff's Deputies and the City to adopt revisions to longevity pay eligibility to require all members hired after July 1, 2014 to have

completed 18 years of service as sworn members prior to receiving longevity pay. Prior MOU language made members eligible after 5 years of service. Savings from this provision will occur outside of the contract period. The current estimated annual value of this premium pay is \$0.2 million.

Finally, our cost estimates include increased overtime costs of approximately \$0.1 million annually as a result of increases to release and training and training time for unit members. Sheriff's Department staffing models require that any additional release time granted to Lieutenants and Sergeants be backfilled by staff in the same job classes at overtime compensation rates.

File Number 140531 – District Attorney Investigators' Association (DAIA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 42 authorized positions with a salary base of approximately \$4.5 million and an overall pay and benefits base of approximately \$5.6 million.

Our analysis projects that this agreement will result in approximately \$0.2 million of increased costs to the City during FY 2014-15, \$0.4 million of increased costs in FY 2015-16 and \$0.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140532 – International Brotherhood of Electrical Workers, Local 6 (IBEW Local 6)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 294 authorized positions with a salary base of approximately \$29.1 million and an overall pay and benefits base of approximately \$38.2 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$0.9 million of increased costs to the City during FY 2014-15, \$2.3 million of increased costs in FY 2015-16 and \$3.6 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140533 – International Federation of Professional and Technical Engineers Local 21, AFL, CIO (IFPTE Local 21)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 3,883 authorized positions with a salary base of approximately \$399.7 million and an overall pay and benefits base of approximately \$523.9 million.

Our analysis projects that this agreement will result in approximately \$10.9 million of increased costs to the City during FY 2014-15, \$27.0 million of increased costs in FY 2015-16 and \$44.3 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Further, the City and the union have agreed to continue discussions regarding wage comparability and market status of classification 1093 IT Operations Support Administrator III. If the parties are unable to reach an agreement on further wage adjustments by September 30, 2014, either party may move the dispute to interest arbitration pursuant to Charter Sections A8.409 through A8.409-9.

In addition, the MOU explicitly ends the provision granting additional special acting assignment pay for the PUC/CIP Planning Function at the conclusion of the contract on June 30, 2017. This is outside of the costing period and not included in our analysis. We project that the expiration of this special pay will result in cost savings of approximately \$70,000 annually.

File Number 140534 – Institutional Police Officers' Association (IPOA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 2 authorized positions with a salary base of approximately \$0.2 million and an overall pay and benefits base of approximately \$0.3 million.

Our analysis projects that this agreement will result in increased costs to the City during the contract period of less than \$0.1 million. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140535 – Laborers International Union, Local 261 (Laborers, Local 261)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 1,008 authorized positions with a salary base of approximately \$65.5 million and an overall pay and benefits base of approximately \$86.3 million.

Our analysis projects that this agreement will result in approximately \$2.0 million of increased costs to the City during FY 2014-15, \$4.8 million of increased costs in FY 2015-16 and \$7.6 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140536 – Machinists Union, Local 1414

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 147 authorized positions with a salary base of approximately \$12.2 million and an overall pay and benefits base of approximately \$16.0 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$0.5 million of increased costs to the City during FY 2014-15, \$1.0 million of increased costs in FY 2015-16 and \$1.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140537 – Municipal Attorneys' Association (MAA)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 434 authorized positions with a salary base of approximately \$78.5 million and an overall pay and benefits base of approximately \$101.1 million.

Our analysis projects that this agreement will result in approximately \$2.1 million of increased costs to the City during FY 2014-15, \$4.9 million of increased costs in FY 2015-16 and \$8.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Further, the City and the union have agreed to adopt a Standby Duty list pilot program to respond to officer involved shootings/in-custody deaths, search warrant review or homicides. Attorney's on Standby Duty will be on call and available outside of regular business hours and ready to report for duty. Attorneys designated on Standby Duty will receive eight (8) hours of administrative leave per week of Standby Duty, which will be capped at forty (40) hours per calendar year in addition to any administrative leave granted under the MOU. The pilot program will expire on June 30, 2017. Costs for this program are not included in our analysis and will vary depending on how departments manage additional leave time granted under the MOU.

File Number 140538 – Municipal Executives' Association (MEA) - Misc.

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 974 authorized positions with a salary base of approximately \$137.9 million and an overall pay and benefits base of approximately \$178.5 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$3.9 million of increased costs to the City during FY 2014-15, \$9.6 million of increased costs in FY

2015-16 and \$15.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140539 – Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 48 authorized positions with a salary base of approximately \$4.5 million and an overall pay and benefits base of approximately \$5.9 million.

Our analysis projects that this agreement will result in approximately \$0.1 million of increased costs to the City during FY 2014-15, \$0.3 million of increased costs in FY 2015-16 and \$0.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140540 – San Francisco City Workers United (Painters)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 107 authorized positions with a salary base of approximately \$8.5 million and an overall pay and benefits base of approximately \$11.2 million.

Our analysis projects that this agreement will result in approximately \$0.3 million of increased costs to the City during FY 2014-15, \$0.7 million of increased costs in FY 2015-16 and \$1.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140549 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 38 (Plumbers and Pipe Fitters, Local 38)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 295 authorized positions with a salary base of approximately \$29.4 million and an overall pay and benefits base of approximately \$38.6 million.

Our analysis projects that this agreement will result in approximately \$0.8 million of increased costs to the City during FY 2014-15, \$2.1 million of increased costs in FY 2015-16 and \$3.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140542 – Service Employees International Union, Local 1021 (SEIU Local 1021)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 10,486 authorized positions with a salary base of approximately \$717.5 million and an overall pay and benefits base of approximately \$946.0 million. Note that these amounts exclude bargaining unit members in "service critical" job classes at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$24.8 million of increased costs to the City during FY 2014-15, \$55.7 million of increased costs in FY 2015-16 and \$87.5 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Additionally, the City and the union have agreed to adopt a five percent premium effective July 1, 2014 for Patient Care Assistants hired on or before July 1, 2008 for all hours worked in a skilled nursing facility, rehabilitation facility, acute care facility, trauma center, clinic or any City facility other than the Department of Public Health's Behavioral Health Center (BHC). The Department of Public Health intends to reopen the BHC before the end of FY 2014-15, which is contingent upon the center receiving a Residential Care Facilities for the Elderly (RCFE) license from the state. Our costing estimates assume a full year of BHC costs at \$61,000 in FY 2014-15 and no costs thereafter.

File Number 140543 – The International Union of Operating Engineers and Stationary Engineers, Local 39 (Stationary Engineers, Local 39)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 645 authorized positions with a salary base of approximately \$56.1 million and an overall pay and benefits base of approximately \$73.8 million.

Our analysis projects that this agreement will result in approximately \$1.0 million of increased costs to the City during FY 2014-15, \$5.0 million of increased costs in FY 2015-16 and \$7.7 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

Additionally, this agreement grants all members a 6% base wage increase effective October 11, 2014 in lieu of the 7.5% multiple license premium in the previous agreement. Our analysis finds the cost of the 6% base wage increase will be \$3.3 million in FY 2014-15 and \$4.8 million annually thereafter, offset by \$3.9 million in projected savings per year from elimination of the multiple license premium.

File Number 140544 – Supervising Probation Officers (SPO)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 24 authorized positions with a salary base of approximately \$2.5 million and an overall pay and benefits base of approximately \$3.0 million.

Our analysis projects that this agreement will result in approximately \$0.1 million of increased costs to the City during FY 2014-15, \$0.2 million of increased costs in FY 2015-16 and \$0.2 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140545 – Teamsters, Local 856 Multi-Unit (Teamsters Local 856)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 106 authorized positions with a salary base of approximately \$9.5 million and an overall pay and benefits base of approximately \$12.3 million.

Our analysis projects that this agreement will result in approximately \$0.3 million of increased costs to the City during FY 2014-15, \$0.7 million of increased costs in FY 2015-16 and \$1.1 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140546 – Transport Workers Union, AFL-CIO Local 200

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 19 authorized positions with a salary base of approximately \$1.9 million and an overall pay and benefits base of approximately \$2.5 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$0.1 million of increased costs to the City during FY 2014-15, \$0.1 million of increased costs in FY 2015-16 and \$0.2 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140547 – Transport Workers' Union, AFL CIO Local 250-A Automotive Service Workers (7410)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 43 authorized positions with a salary base of approximately \$2.7 million and an overall pay and benefits base of approximately \$3.6 million. Note that

these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$0.1 million of increased costs to the City during FY 2014-15, \$0.2 million of increased costs in FY 2015-16 and \$0.3 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

File Number 140548 – Transport Workers' Union Local 250-A Multi-Unit (Unit 28)

The amendments to the MOU apply to the period commencing July 1, 2014 through June 30, 2017, affecting 92 authorized positions with a salary base of approximately \$9.2 million and an overall pay and benefits base of approximately \$12.1 million. Note that these amounts exclude bargaining unit members at MTA as they negotiate separately with MTA.

Our analysis projects that this agreement will result in approximately \$0.2 million of increased costs to the City during FY 2014-15, \$0.6 million of increased costs in FY 2015-16 and \$1.0 million of increased costs in FY 2016-17. Our analysis assumes that premiums, overtime, and other adjustments grow consistently with wage changes.

City and County of San Francisco

Edwin M. Lee Mayor



Department of Human Resources

Micki Callahan Human Resources Director

May 15, 2014

TO:

Angela Calvillo, Clerk of the Board

Board of Supervisors

FROM:

Martin Gran, Employee Relations Director

Department of Human Resources

RE:

Memoranda of Understanding

- 1. San Francisco Building Inspectors Association (July 1, 2014 through June 30, 2017)
- 2. Committee of Intern and Residents, SEIU (July 1, 2014 through June 30, 2017)
- 3. Crafts Coalition (July 1, 2014 through June 30, 2017)
- 4. Deputy Probation Officers' Association (July 1, 2014 through June 30, 2017)
- 5. Deputy Sheriffs' Association (July 1, 2014 through June 30, 2017)
- District Attorney Investigators' Association (July 1, 2014 through June 30, 2017)
- 7. International Brotherhood of Electrical Workers, Local 6 (July 1, 2014 through June 30, 2017)
- 8. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2014 through June 30, 2017)
- 9. Institutional Police Officers' Association (July 1, 2014 through June 30, 2017)
- Laborers', Local 261 (July 1, 2014 through June 30, 2017)
- 11. Automotive Machinist, Local 1414 (July 1, 2014 through June 30, 2017)
- 12. Municipal Attorneys' Association (July 1, 2014 through June 30, 2017)
- 13. Municipal Executives' Association (July 1, 2014 through June 30, 2017)

- Operating Engineers, Local 3 (July 1, 2014 through June 30, 2017)
- 15. San Francisco City Workers United (July 1, 2014 through June 30, 2017)
- 16. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2014 through June 30, 2017)
- 17. Service Employees International Union, Local 1021(July 1, 2014 through June 30, 2017)
- 18. Stationary Engineers, Local 39 (July 1, 2014 through June 30, 2017)
- 19. Supervising Probation Officers (July 1, 2014 through June 30, 2017)
- Teamsters, Local 856 (Multi-Unit) (July 1, 2014 through June 30, 2017)
- Transport Workers Union 200 (July 1, 2014 through June 30, 2017)
- 22. Transport Workers Union 250-A (7410) (July 1, 2014 through June 30, 2017)
- 23. Transport Workers Union 250-A (Multi) (July 1, 2014 through June 30, 2017)
- 24. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2014 through June 30, 2017)
- 25. Unrepresented (July 1, 2014 through June 30, 2015)
- 26. Amendment #6 to Firefighters, Local 798, Unit 1 (Amends 2007-2015 MOU)
- 27. Amendment #6 to Firefighters, Local 798, Unit 2 (Amends 2007-2015 MOU)

Please find enclosed for each Memorandum of Understanding:

- 1 original FINAL MOU w/attached Ordinance
- 2 copies FINAL MOU
- 1 original REDLINE MOU w/attached arbitration decision/award (if awarded)
- 2 copies REDLINE MOU

Angela Calvillo May 15, 2014 Page 2 of 2

There are also twelve (12) CDs containing Microsoft Word and PDF versions of the final version of the MOUs, Redlines, and Ordinances. Electronic copies have been sent via e-mail today, too. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO - June 12, 2014

1st Hearing – June 17, 2014 2nd Hearing – June 24, 2014

Copies of the MOUs and Amendments have been sent to the Controller, and by copy hereof, I request that costing information be submitted directly to the Board with copies to the Employee Relations Division.

Thank you.

Enclosures

cc: Ben Rosenfield, Controller
Kate Howard, Mayor's Budget Director
Jason Elliott, Director of Legislative & Government Affairs
Jermain Jones, Mayor's Liaison to the Board of Supervisors
Rick Caldeira, Legislative Deputy Director
Members, Government, Audit and Oversight Committee
File

BOARD of SUPERVISORS



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Tel. No. 554-5184
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MEMORANDUM

TO:

Ben Rosenfield, City Controller

FROM:

Alisa Miller, Clerk, Government Audit and Oversight Committee

Board of Supervisors

DATE:

May 29, 2014

SUBJECT:

LEGISLATION INTRODUCED: Memorandums of Understanding

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 14, 2014:

File No. 140526

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140527

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Committee of Interns and Residents, Service Employees International Union (SEIU), to be effective July 1, 2014, through June 30, 2017.

File No. 140528

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The 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; Pile Drivers, Divers, 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; and Teamsters, Local 853, to be effective July 1, 2014, through June 30, 2017.

File No. 140529

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140530

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140531

Ordinance adopting and implementing the mediated agreement establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140532

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2014, through June 30, 2017.

File No. 140533

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2014, through June 30, 2017.

File No. 140534

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140535

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2014, through June 30, 2017.

File No. 140536

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2014, through June 30, 2017.

File No. 140537

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140538

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140539

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2014, through June 30, 2017.

File No. 140540

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco City Workers United, to be effective July 1, 2014, through June 30, 2017.

File No. 140541

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2014, through June 30, 2017.

File No. 140542

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, to be effective July 1, 2014, through June 30, 2017.

File No. 140543

Ordinance adopting and implementing the arbitration award establishing the Memorandum of Understanding between the City and County of San Francisco and Stationary Engineers, Local 39, to be effective July 1, 2014, through June 30, 2017.

File No. 140544

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2014, through June 30, 2017.

File No. 140545

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

File No. 140546

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 200, to be effective July 1, 2014, through June 30, 2017.

File No. 140547

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2014, through June 30, 2017.

File No. 140548

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2014, through June 30, 2017.

File No. 140549

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2014, through June 30, 2017.

File No. 140550

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensations are subject to the provisions of City Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and conditions of employment and, methods of payment, effective July 1, 2014.

File No. 140551

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 1, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

File No. 140552

Ordinance adopting and implementing the Amendment No. 6 to the 2007-2015 Memorandum of Understanding between the City and County of San Francisco and the Firefighters, Local 798, Unit 2, by implementing specified terms and conditions of employment for FYs 2014-2015, 2015-2016, 2016-2017, and 2017-2018.

These matters are being forwarded to you for cost analysis.

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

c: Drew Murrell, City Controller's Office

OFFICE OF THE MAYOR SAN FRANCISCO



EDWIN M. LEE MAYOR

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TO:

Angela Calvillo, Clerk of the Board of Supervisors

FROM:

Mayor Edwin M. Lee

RE:

Memoranda of Understanding

DATE:

May 15, 2014

Attached for introduction to the Board of Supervisors are the Memoranda of Understanding for the following labor unions:

- 1) San Francisco Building Inspectors Association
- 2) Committee of Intern and Residents, SEIU
- 3) Crafts Coalition
- 4) Deputy Probation Officers' Association
- 5) Deputy Sheriffs' Association
- 6) District Attorney Investigators' Association
- 7) International Brotherhood of Electrical Workers, Local 6
- 8) International Brotherhood of Professional and Technical Engineers, Local 21
- 9) Institutional Police Officers' Association
- 10) Laborers', Local 261
- 11) Automotive Machinist, Local 1414
- 12) Municipal Attorneys' Association
- 13) Municipal Executives' Association
- 14) Operating Engineers, Local 3
- 15) San Francisco City Workers United
- 16) San Francisco Sheriffs' Managers and Supervisors Association
- 17) Service Employees International Union, Local 1021
- 18) Stationary Engineers, Local 39
- 19) Supervising Probation Officers
- 20) Teamsters, Local 856
- 21) Transport Workers Union 200
- 22) Transport Workers Union 250-A (7410)
- 23) Transport Workers Union 250-A (Multi)
- 24) United Association of Plumbers and Pipefitters, Local 38
- 25) Unrepresented
- 26) Amendment #6 to Firefighters, Local 798, Unit 1
- 27) Amendment #6 to Firefighters, Local 798, Unit 2

I request that this item be calendared in GAO on June 12th and the Full Board on June

I further request a waiver of the 30-day hold.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

1 Dr. Carlton B. Goodlett Place, Room 200 SAN FRANCISCO, CALIFORNIA 94102-4681 TELEPHONE: (415) 554-6141