

Committee Item No. 31
Board Item No. 35

AGENDA PACKET CONTENTS LIST

Board of Supervisors Meeting **Date** June 24, 2014

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input type="checkbox"/>	<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

[illegible]

5463

[Memorandum of Understanding - Amendment No. 5 to Municipal Executives Association: Police]

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.

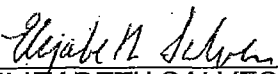
NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~italics Times New Roman font~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are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

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

Section 1. The Board of Supervisors hereby adopts and implements 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.

Amendment No. 5 to the Memorandum of Understanding so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 140604.

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

By: 
ELIZABETH SALVESON
Chief Labor Attorney

C:\Users\Nucy.chu\Desktop\Ordinance - MEA Police 14.doc



MEA Police Highlights

Term	Extension of term by three years, through to June 30, 2018	
Wages	Effective July 1, 2015	1%
	Effective July 1, 2016	2%
	Effective July 1, 2017	2%
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.	
Health and Welfare Benefits	Continue Flex Spending benefit with minor changes effective July 1, 2015: 65% indexed for Employee only, 75% indexed for Employee plus one, and 83% of the total contribution for Employee plus two.	
Payout for Unused Sick Leave	The Wellness program of paying employees for unused sick leave will sunset on June 30, 2018.	



CITY AND COUNTY OF SAN FRANCISCO
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 140551, 140552, 140603, and 140604: Memoranda of Understanding (MOU)
between the City and County of San Francisco and San Francisco Firefighters and the Municipal
Executive Associations for Police and Fire

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of 4 MOUs between the City and County of San Francisco and the collective bargaining units listed above. The amendments apply to MOUs for the period commencing July 1, 2014 through June 30, 2018, affecting 1,744 authorized positions with a salary base of \$217.4 million and an overall pay and benefits base of approximately \$269.8 million.

Our analysis finds that the amendments to the MOUs result in cost savings to the City of approximately \$0.3 million, \$1.3 million, and cost increases to the City of approximately \$0.1 million, \$4.7 million, and \$9.9 million during the contract period from Fiscal Year 2013-14 through Fiscal Year 2017-18, respectively. As a percentage of Fiscal Year 2014-15 base wage and fringe costs these represent cost decreases of 0.1% and 0.5% during the first two years of the contract period, less than 0.0% change in the third year of the contract period, and cost increases of 1.7% and 3.7% during the final two years of the contract period.

Increased costs are driven by general wage increases to all of the 1,744 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, 2013 - June 30, 2018
 Controller's Office Estimate of Total Costs/(Savings) FY 2013-14, FY2014-15, FY 2015-16, FY 2016-17 and FY 2017-18

Citywide Provisions

	<u>FY 2013-14</u>		<u>FY 2014-15</u>		<u>FY 2015 - 16</u>		<u>FY 2016 - 17</u>		<u>FY 2017-18</u>	
Wages										
1.00% Effective July 1, 2015	\$	-	\$	-	\$	2,360,000	\$	2,360,000	\$	2,360,000
2.00% Effective July 1, 2016	\$	-	\$	-	\$	-	\$	4,750,000	\$	4,750,000
2.00% Effective July 1, 2017	\$	-	\$	-	\$	-	\$	-	\$	4,790,000
	\$	-	\$	-	\$	2,360,000	\$	7,110,000	\$	11,900,000
Wage-Related Fringe Increases										
1.00% Effective July 1, 2015	\$	-	\$	-	\$	440,000	\$	440,000	\$	440,000
2.00% Effective July 1, 2016	\$	-	\$	-	\$	-	\$	900,000	\$	900,000
2.00% Effective July 1, 2017	\$	-	\$	-	\$	-	\$	-	\$	910,000
	\$	-	\$	-	\$	440,000	\$	1,340,000	\$	2,250,000
Wage and Wage-Related Fringe Increases	\$	-	\$	-	\$	2,800,000	\$	8,450,000	\$	14,150,000
Wages - Parity/Step Adjustments	\$	(280,000)	\$	(1,060,000)	\$	(2,400,000)	\$	(3,200,000)	\$	(3,580,000)
Wage - Related Fringe Increases - Parity/Step Adjustments	\$	(40,000)	\$	(180,000)	\$	(380,000)	\$	(530,000)	\$	(590,000)
Premiums	\$	(20,000)	\$	(100,000)	\$	(180,000)	\$	(240,000)	\$	(300,000)
Health	\$	-	\$	90,000	\$	260,000	\$	240,000	\$	210,000
Annual Amount Increase (Decrease)	\$	(340,000)	\$	(1,250,000)	\$	100,000	\$	4,720,000	\$	9,890,000
Percent of FY 2014-15 Salary and Fringe		-0.1%		-0.5%		0.0%		1.7%		3.7%

(detail by union on next page)

Union Detail

<u>File Number</u>	<u>Union</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015 - 16</u>	<u>FY 2016 - 17</u>	<u>FY 2017 - 18</u>
140603	Municipal Executives' Association Fire	\$ -	\$ -	\$ 20,000	\$ 70,000	\$ 120,000
	Percent of FY 2014-15 Salary and Fringe			0.8%	2.9%	4.9%
	Wages	\$ -	\$ -	\$ 20,000	\$ 60,000	\$ 100,000
	Wage-Related Fringe Increases/(Decreases)	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000
140604	Municipal Executives' Association Police	\$ -	\$ -	\$ 20,000	\$ 60,000	\$ 100,000
	Percent of FY 2014-15 Salary and Fringe			1.0%	2.9%	4.9%
	Wages	\$ -	\$ -	\$ 20,000	\$ 50,000	\$ 80,000
	Wage-Related Fringe Increases/(Decreases)	\$ -	\$ -	\$ -	\$ 10,000	\$ 20,000
140551/140552	Fire Fighters Association	\$ (340,000)	\$ (1,250,000)	\$ 60,000	\$ 4,590,000	\$ 9,670,000
	Percent of FY 2014-15 Salary and Fringe	-0.1%	-0.5%	0.0%	1.7%	3.6%
	Wages	\$ -	\$ -	\$ 2,320,000	\$ 7,000,000	\$ 11,720,000
	Wage-Related Fringe Increases/(Decreases)	\$ -	\$ -	\$ 440,000	\$ 1,320,000	\$ 2,210,000
	New Step Schedule for H-2 and H-3 job classes	\$ (420,000)	\$ (1,320,000)	\$ (2,780,000)	\$ (3,700,000)	\$ (4,070,000)
	H-3 Reclassifications and entry into H-2 Academies	\$ 100,000	\$ 80,000	\$ -	\$ (30,000)	\$ (100,000)
	Premium Increases/(Decreases)	\$ (20,000)	\$ (100,000)	\$ (180,000)	\$ (240,000)	\$ (300,000)
	Health Contribution Model Changed to 93/93/83	\$ -	\$ 90,000	\$ 260,000	\$ 240,000	\$ 210,000
Annual Amount Increase (Decrease)		\$ (340,000)	\$ (1,250,000)	\$ 100,000	\$ 4,720,000	\$ 9,890,000

ATTACHMENT B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 4 MOUs between the City and County of San Francisco and various employee collective bargaining units. The attached analysis reviews the MOUs listed by file number below.

File Numbers 140551 & 140552 - Firefighters Union Local 798, IAFF, AFL-CIO Units 1 & 2

The amendment applies to the period commencing July 1, 2013 through June 30, 2018, affecting 1,730 authorized positions with a salary base of approximately \$213.8 million and an overall pay and benefits base of approximately \$265.3 million.

Based on our analysis, the ordinance will result in cost savings of \$0.3 million in FY 2013-14 and \$1.3 million in FY 2014-15, and cost increases of \$0.1 million in FY 2015-16, \$4.6 million in FY 2016-17 and \$9.7 million in FY 2017-18. Cost increases are driven by wage increases of 1% effective July 1, 2015, 2% effective July 1, 2016, and 2% effective July 1, 2017, wage-related fringe cost increases, and health insurance premium increases.

These cost increases are offset by premium and lower entry step cost savings. Changes to eligibility rules for Training and Education Achievement Premium pay result in projected savings of \$0.8 million during the contract period. The introduction of two lower entry steps for Firefighter (H2) and EMT/ Paramedic/ Firefighter (H3) job classes result in savings of \$0.3 million in FY 2013-14, \$1.2 million in FY 2014-15, \$2.8 million in FY 2015-16, \$3.7 million in FY 2016-17, and \$4.2 million in FY 2017-18. Savings estimates for new hires assume implementation of hiring plans for two new academies for Firefighters (H2) in FY 2013-14 and one annually thereafter, and incorporate provisions agreed to during negotiations that stipulate how many in each class will be promoted internally from EMT/ Paramedic/ Firefighter (H3) job classes.

File Number 140603 - Municipal Executives' Association Fire

The amendment applies to the period commencing July 1, 2014 through June 30, 2018, affecting 8 authorized positions with a salary base of approximately \$2.0 million and an overall pay and benefits base of approximately \$2.5 million.

Based on our analysis, the ordinance will result in cost increases of less than \$0.1 million in FY 2015-16, \$0.1 million in FY 2016-17 and FY 2017-18. These increases are driven by wage and wage-related fringe increases based upon the wage increase schedule of 1% effective July 1, 2015, 2% effective July 1, 2016, and 2% effective July 1, 2017. Adjustments to the flexible benefit plan premium contribution model of 65%, 75%, and 83% for employee only, employee plus one, and employee plus two or more, respectively, result in costs of less than \$5,000 per year.

File Number 140604 - Municipal Executives' Association Police

The amendment applies to the period commencing July 1, 2014 through June 30, 2018, affecting 6 authorized positions with a salary base of approximately \$1.7 million and an overall pay and benefits base of approximately \$2.1 million.

Based on our analysis, the ordinance will result in cost increases of less than \$0.1 million in FY 2015-16, \$0.1 million in FY 2016-17 and FY 2017-18. These increases are driven by wage increases of 1% effective July 1, 2015, 2% effective July 1, 2016, and 2% effective July 1, 2017, as well as related wage-related fringe benefit increases. Adjustments to the flexible benefit plan premium contribution model of 65%, 75%, and 83% for employee only, employee plus one, and employee plus two or more, respectively, result in costs of less than \$5,000 per year.

Edwin M. Lee
Mayor



Micki Callahan
Human Resources Director
SAN FRANCISCO

2014 JUN -2 AM 10:06

June 2, 2014

TO: Angela Calvillo, Clerk of the Board
Board of Supervisors

FROM: Martin Gran, Employee Relations Director
Department of Human Resources

MG

RE: Memoranda of Understanding

1. Service Employees International Union, Local 1021: Staff & Per Diem Nurses (July 1, 2014 through June 30, 2016)
2. Amendment #1 to Teamsters, Local 856: Supervising Registered Nurses (Amends 2012-2015 MOU)
3. Amendment #5 to Municipal Executives' Association: Fire (Amends 2007-2015 MOU)
4. Amendment #5 to Municipal Executives' Association: Police (Amends 2007-2015 MOU)

Please find enclosed for each new 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

For each Amendment:

- 1 original AMENDMENT w/attached Ordinance
- 2 copies AMENDMENT

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.

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

Amendment No. 5
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MUNICIPAL EXECUTIVES' ASSOCIATION
POLICE

The parties hereby amend the Memorandum of Understanding as follows:

II.D. SEVERANCE PAY

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

40. ~~42.~~ ~~Effective July 1, 2010, in~~ In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Said employees who elect severance shall receive two months' severance pay in exchange for a release signed by the employee and MEA of any and all claims arising under this Agreement that the employee or MEA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment, e.g., holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.

~~II.E.~~ LAYOFFS

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

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

~~losses in other General Fund categories as of fiscal year end, the parties will identify how those funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs; or~~

- ~~(2) The projected deficit in the Fiscal Year 2011-12 Joint Report published on or around March 30, 2011 exceeds \$300 million. In that event, the City will provide the PEC with complete and current Budget Information supporting the need for Fiscal Year 2010-11 layoffs in addition to any layoffs under Section C. (1) above. Immediately after issuing any layoff notices to reduce the projected Fiscal Year 2011-12 General Fund deficit, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs; or~~
- ~~(3) The Annual Salary Ordinance (ASO) passed as part of the City's adopted budget includes mid-year layoffs during Fiscal Year 2010-11, based on positions authorized in the ASO, which were included in the Mayor's proposed budget, in which case such layoffs may also proceed.~~

~~45. Fiscal Year 2011-12: The City agrees to provide the PEC with complete and current Budget Information supporting the need, if any, for layoffs, and in the event of layoffs, agrees to schedule a meeting with the PEC. Immediately after issuing any such layoff notices, the City will schedule a meeting with the PEC. At least one week prior to the scheduled meeting, the City will provide the required Budget information. This meeting will be in addition to meet and confer sessions required by MMBA and/or this Agreement. The purpose of the PEC meeting will be to identify alternatives to additional job loss (including, but not limited to, reductions in City contracts, potential incentives for voluntary departure and measures to increase City revenue), and to minimize the number and impact of any necessary additional layoffs. In the event the City receives additional General Fund revenue for Fiscal Year 2011-12 that is not included in the adopted budget for that year, and which is not offset by losses in other General Fund categories as of fiscal year end, the parties will identify how these funds may be used to mitigate the effect of past layoffs and minimize any additional layoffs.~~

~~46. "Budget Information", for purposes of this Agreement, shall mean complete copies of all current General Fund budget reports, including Joint Reports (together with all amendments or supplements thereto); Three Month, Six Month, and Nine Month Budget Status Reports; copies of documents showing any reduction or increase in state or federal funding from the budgeted levels; current~~

~~monthly and year to date balance sheets for each Enterprise Department employing members of PEC unions; aggregate payroll costs paid by the General Fund by bargaining unit and the total number of full time equivalents (FTEs) supported by the General Fund by bargaining unit; information on other balancing solutions proposed to date.~~

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

~~REORGANIZATION~~

48. ~~The City agrees not to effectuate the plan of Reorganization described in the Mayor's letter of March 2, 2010 to City employees (March 2010 Reorganization Plan), and not to implement a reorganization plan similar in scope and impact prior to July 1, 2012. Neither the City nor the Union waives its rights or arguments regarding the legality of the March 2010 Reorganization Plan. Upon ratification and rescission, the Union agrees to withdraw any pending grievances, administrative (including PERB) charges or litigation containing any claims relating to the March 2010 Reorganization Plan or actions taken or not taken in connection with the plan.~~
49. ~~Prior to July 1, 2012, the City agrees not to effectuate any new reorganization plan that lays off more than 20 employees in a represented classification while assigning the work formerly performed by those laid off employees to a similar number of new positions in a classification with a lower pay grade.~~
50. ~~Prior to July 1, 2012, as required by MMBA and/or this Agreement, the City and Union will meet and confer over the impact of any work reorganization that results in a layoff, and will at that time consider whether alternatives to layoffs exist.~~
51. ~~Nothing in this Agreement shall waive or prejudice the right or position of the City or the Union with respect to layoffs and rights granted by Charter, the Civil Service Commission, this Agreement, or state law.~~

~~UTILIZATION OF PROPOSITION F AND TEMPORARY EXEMPT EMPLOYEES~~

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

III.A. WAGES

53. Established wage rate differentials, including any special payments based exclusively on service, between covered job-codes (ranks) and the highest paid Deputy Chief rank shall be maintained for the duration of this Agreement, exclusive of the additional 4% in wages received by the Deputy Chiefs on July 1, 2007 pursuant to the 2007-2011 POA P-2B MOU, Article III.2.A. Overtime.
54. The City shall continue to implement a merit pay based recognition program. Subject to the recommendation and approval of the Police Commission for the Police Chief and subject to the approval of the Police Chief for the other represented job-codes (ranks), merit pay base annual adjustments may be awarded to an employee ranging from 0% to 5% of an employee's base annual salary.
55. Employees shall receive the following base wage increases:
- | | | | |
|---------------------|-----------|---------------------|-----------|
| July 1, 2007 | 3% | December 29, 2007 | 5% |
| July 1, 2008 | 4% | December 27, 2008 | 3% |
| September 29, 2012 | 2% | <u>July 1, 2015</u> | <u>1%</u> |
| <u>July 1, 2016</u> | <u>2%</u> | <u>July 1, 2017</u> | <u>2%</u> |
56. ~~Effective July 1, 2007, a one time adjustment of one percent (1%) shall be included in the base rate of pay, reflecting the provisions of Article III, Section C of the 2003-2007 MOU.~~

III.N. PILOT WELLNESS PROGRAM

89. The City shall continue the pilot "wellness program." Any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph. The pilot "wellness incentive program" shall be in effect for the term of this Agreement sunset on June 30, 2018.

III.O. HEALTH AND DENTAL INSURANCE

93. Health Coverage

The City shall provide contributions for employee health benefits at the rate prescribed in Charter sections A8.423 through A8.428.

Management Cafeteria Plan

94. For July 1, 2014 through December 31, 2015, the The City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

- 94a. Effective January 1, 2016, the City shall make the following monthly contributions based on the employee's enrollment status with the Health Service System:

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

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Service Board.

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

- 94b. The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.

- 94c. Employees shall not be eligible for the Management Cafeteria Plan during months in which they are not eligible to receive City-paid contributions for healthcare.

III.F. RETIREMENT RESTORATION

106. ~~Effective July 1, 2010, for Tier I employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the economic concessions described in paragraph 55 said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no economic concessions for Fiscal Years 2010 2011 and 2011 2012.~~
107. ~~Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the pensionable economic concessions described in paragraph 55 for the period from July 1, 2010 through June 30, 2013, the City will make available restoration pay in a lump sum equivalent to the pensionable economic concessions for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only pensionable economic concessions deferred from July 1, 2010 through June 30, 2013 are eligible for restoration.~~
108. ~~For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.~~

IV.A. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY

- 109a. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.
- 109b. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksite computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper

pay advices will no longer be available through Citywide central payroll distribution.

109c. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.

109d. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.

109e. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the pay card option, or vice versa;
3. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced;

109f. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.

109g. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

109h. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

109i. The parties mutually agree that employees may print out pay advices during work hours.

V.C. DURATION OF AGREEMENT

118. This Agreement shall be effective July 1, 2007, and shall remain in full force and effect through June 30, 20152018.

V.D. SIGNATURE PAGE

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

FOR THE CITY

FOR THE UNION

Martin Gran
Employee Relations Director

Date

Rebecca Rhine Date
Municipal Executives' Association

Micki Callahan
Human Resources Director

Date _____

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

Elizabeth Salvesson
Chief Labor Attorney,
City Attorney

6-1-17
Date

BOARD of SUPERVISORS



City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: June 4, 2014

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on June 2, 2014:

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.

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.

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.

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.

This matter is being forwarded to you for a cost analysis.

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

c: Drew Murrell, City Controller's Office

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *for* Mayor Edwin M. Lee *gc*
RE: Memorandum of Understanding
DATE: June 4, 2014

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 JUN -4 AM 11:18

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

Municipal Executives Association: Fire
Municipal Executives Association: Police
Service Employees International Union, Local 1021: Staff & Per Diem Nurses
Teamsters, Local 856: Supervising Registered Nurses

I request that this item be calendared in Government Audit and Oversight Committee.

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

