| File No.  | 170085 | Committee Item No | 22 |
|-----------|--------|-------------------|----|
| \ <u></u> |        | Board Item No.    |    |

### **COMMITTEE/BOARD OF SUPERVISORS**

AGENDA PACKET CONTENTS LIST

| Committee:                 | Government Audit and Oversight  | _ Date _                | February 16, 2017 |
|----------------------------|---|-------------------------|-------------------|
| Board of Sup<br>Cmte Board | pervisors Meeting   | Date _                  |                   |
|                            | Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Re Youth Commission Report Introduction Form Department/Agency Cover Letter a MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence |                         | port              |
| OTHER                      | (Use back side if additional space  | is needed               | d)                |
|                            | Controller's Cost Analysis - 02/09/1 Presidential Action Memo - 02/01/1   |                         |                   |
| Completed b                |   | ate <u>Febru</u><br>ate | uary 10, 2017     |

| 1  | [Memorandum of Understanding - Service Employees International Union, Local 1021: Staff & Per Diem Nurses]  |
|----|---|
| 2  | T et Dietit Nuisesj   |
| 3  | Ordinance adopting and implementing Amendment No. 1 to the 2016-2017  |
| 4  | Memorandum of Understanding between the City and County of San Francisco and the  |
| 5  | Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to  |
| 6  | implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term  |
| 7  | of the agreement through June 30, 2019.   |
| 8  | NOTE: Unchanged Code text and uncodified text are in plain Arial font.  |
| 9  | Additions to Codes are in <u>single-underline italics Times New Roman font</u> .  Deletions to Codes are in <u>strikethrough italics Times New Roman font</u> . |
| 10 | Board amendment additions are in double-underlined Arial font.  Board amendment deletions are in strikethrough Arial font.                                      |
| 11 | Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.   |
| 12 |   |
| 13 | Be it ordained by the People of the City and County of San Francisco:   |
| 14 |   |
| 15 | Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1  |
| 16 | to the 2016-2017 Memorandum of Understanding ("MOU") between the City and County of   |
| 17 | San Francisco and the Staff and Per Diem Nurses, SEIU Local 1021, to implement base wage  |
| 18 | increases for fiscal years 2017-2018 and 2018-2019 and extend the term of the MOU through   |
| 19 | June 30, 2019.  |
| 20 |   |
| 21 | Amendment No. 1 to the 2016-2017 MOU so implemented is on file with the Clerk of  |
| 22 | the Board of Supervisors in Board File No. 170085.  |
| 23 |   |
| 24 |   |

25

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

By:

KÁTHÁRINE HOBIN PORTER Chief Labor Attorney

n:\labor\as2017\1700401\01164006.docx

Ben Rosenfield Controller

2017 FEB -9 PH 3: 02

**Todd Rydstrom Deputy Controller** 

February 10, 2017

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 170066 through 170090: 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 submit a cost analysis of 25 MOUs between the City and County of San Francisco and various employee collective bargaining units. The amendments apply to MOUs for the period July 1, 2017 through June 30, 2019, affecting 21,965 authorized positions with a salary base of approximately \$2.28 billion and an overall pay and benefits base of approximately \$2.87 billion.

The only change to these 25 MOUs from the prior MOUs is a provision for wage increases: A 3.00% wage increase effective July 1, 2017 and a 3.00% wage increase effective July 1, 2018. However, if the March 2018 Joint Report indicates a FY 2018-19 deficit of more than \$200 million, the wage increase in 2018 will be delayed to the pay period nearest January 1, 2019.

Our analysis finds that the amendment to the MOUs will result in increased costs to the City of approximately \$86 million in FY 2017-18 and \$175 million in FY 2018-19, or 3.0% and 6.1%, respectively, of FY 2017-18 base wage and benefit costs. Approximately 66% of the cost increase supports positions in the general fund. Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. We also assume that the wage increase in the second year will occur on July 1, 2018. If the increase were delayed to January 1, 2019, the estimated cost in FY 2018-19 is approximately \$131 million.

As there are no changes to the MOUs other than the wage increases, all increased costs are fully attributable to wage increases and wage-related benefit increases. See Attachment A for a detailed listing of the costs for each affected MOU.

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

Sincerely

Ben Rosenfil

Controller

Suzanne Mason, ERD

Harvey Rose, Budget Analyst

cc:

Ben Rosenfield Controller

Todd Rydstrom Deputy Controller

#### **ATTACHMENT A**

Amendments to the Memoranda of Understanding of listed units from July 1, 2017 - June 30, 2019 Controller's Office Estimate of Total Costs/(Savings) FY 2017-18 and FY 2018-19

#### **Citywide Provisions**

| Wages - Citywide Pattern                                     | FY 2017-18    | FY 2018-19                     |
|--|---------------|--------------------------------|
| 3.00% Effective July 1, 2017<br>3.00% Effective July 1, 2018 | \$ 68,480,000 | \$ 68,480,000<br>\$ 70,530,000 |
| Total Wage Increase  | \$ 68,480,000 | \$ 139,010,000                 |
| Wage-Related Fringe<br>Increases                             | \$ 17,730,000 | \$ 35,990,000                  |
| Total Wage and Wage-Related Fringe Increase                  | \$ 86,210,000 | <b>\$ 175,000,000</b>          |
| Increase as a Percent of FY 2017-18 Salary and Fringe        | 3.0%          | 6.1%                           |

## Union Detail

|               |   | ,            |              |
|---------------|---|--------------|--------------|
| <u>File</u>   | 11.0  | EV 2047 40   | EV 2010 10   |
| <u>Number</u> | <u>Union</u>                                  | FY 2017-18   | FY 2018-19   |
|               |   |              |              |
| 170066        | Local 1414 Automotive Machinists              |              |              |
|               | Wages   | \$ 420,000   | \$ 850,000   |
| •             | Wage-Related Fringe Increases                 | \$ 110,000   | \$ 220,000   |
| -             | Total   | \$ 530,000   | \$ 1,070,000 |
| 170067        | Craft Coalition                               |              |              |
|               | Wages   | \$ 1,220,000 | \$ 2,480,000 |
|               | Wage-Related Fringe Increases                 | \$ 320,000   | \$ 650,000   |
|               | Total   | \$ 1,540,000 | \$ 3,130,000 |
| 170068        | Deputy Probation Officers' Association (DPOA) |              |              |
|               | Wages   | \$ 430,000   | \$ 870,000   |
|               | Wage-Related Fringe Increases                 | \$ 120,000   | \$ 240,000   |
| •             | Total   | \$ 550,000   | \$ 1,110,000 |

|        |  |                          | . *                        |
|--------|--|--------------------------|----------------------------|
|        | ·  |                          |                            |
| 170069 | Deputy Sheriff's Association (DSA)             | \$ 2,820,000             | \$ 5,720,000               |
| •      | Wages Wage-Related Fringe Increases            | \$ 780,000               | \$ 1,580,000               |
|        | Total  | \$ 3,600,000             | \$ 7,300,000               |
|        |  |                          |                            |
| 170070 | Electricians Local 6                           | ÷ 070 000                | ± 4 070 000                |
|        | Wages Wage-Related Fringe Increases            | \$ 970,000<br>\$ 250,000 | \$ 1,970,000<br>\$ 510,000 |
|        | Total  | \$ 1,220,000             | \$ 2,480,000               |
|        |  | , , ,                    |                            |
| L70071 | IFPTE, Local 21 Wages                          | \$ 15,000,000            | \$ 30,450,000              |
|        | Wage-Related Fringe Increases                  | \$ 3,940,000             | \$ 8,000,000               |
|        | Total  | \$ 18,940,000            | \$ 38,450,000              |
| 170072 | Institutional Police Officers' Association (IP | POA)                     | ·                          |
| ., , _ | Wages  | \$ 10,000                | \$ 20,000                  |
|        | Wage-Related Fringe Increases                  | \$ 0                     | \$ 0                       |
|        | Total  | \$ 10,000                | \$ 20,000                  |
| L70073 | Municipal Attorneys' Association (MAA)         |                          |                            |
| 170073 | Wages  | \$ 2,340,000             | \$ 4,750,000               |
|        | Wage-Related Fringe Increases                  | \$ 590,000               | \$ 1,200,000               |
|        | Total  | \$ 2,930,000             | \$ 5,950,000               |
| .70074 | Municipal Executives Association (MEA) - M     | isc                      |                            |
| .70074 | Wages  | \$ 4,890,000             | \$ 9,930,000               |
|        | Wage-Related Fringe Increases                  | \$ 1,210,000             | \$ 2,460,000               |
|        | Total  | \$ 6,100,000             | \$ 12,390,000              |
|        |  | •                        |                            |
| L70075 | Operating Engineers, Local 3 Wages             | \$ 160,000               | \$ 320,000                 |
|        | Wage-Related Fringe Increases                  | \$ 40,000                | \$ 80,000                  |
|        | Total  | \$ 200,000               | \$ 400,000                 |
| 170076 | Diumboro Local 29                              |                          |                            |
| L/UU/D | Plumbers, Local 38 Wages                       | \$ 910,000               | \$ 1,850,000               |
|        | Wage-Related Fringe Increases                  | \$ 240,000               | \$ 1,830,000<br>\$ 490,000 |
|        | Total  | <b>\$ 1,150,000</b>      | \$ 2,340,000               |
| •      | ·  |                          |                            |
|        | · ;  |                          |                            |
|        |  |                          |                            |
|        |  |                          |                            |
|        |  |                          |                            |

| 170077          | Painters (SFCWU)   |                               |                          |
|-----------------|--|-------------------------------|--------------------------|
|                 | Wages Wage-Related Fringe Increases                      | \$ 290,000<br>\$ 70,000       | \$ 590,000<br>\$ 140,000 |
|                 | Wage-Related Fringe Increases                            |                               |                          |
|                 | Total  | \$ 360,000                    | \$ <b>730,000</b>        |
| 170078          | Sheriff's Managers & Supervisors Associate               |                               |                          |
|                 | Wages  | \$ 450,000                    | \$ 910,000               |
|                 | Wage-Related Fringe Increases                            | \$ 130,000                    | \$ 260,000               |
|                 | Total  | \$ 580,000                    | <b>\$ 1,170,000</b>      |
| 17007 <u>9</u>  | Teamsters Local 856 (Multi-Unit)                         |                               |                          |
|                 | Wages  | \$ 310,000                    | \$ 630,000               |
|                 | Wage-Related Fringe Increases                            | \$ 80,000                     | \$ 160,000               |
|                 | Total  | \$ 390,000                    | \$ 790,000               |
| 170080          | Unrepresented  | • .                           | •                        |
| .70000          | Wages  | \$ 400,000                    | \$ 810,000               |
|                 | Wage-Related Fringe Increases                            | \$ 110,000                    | \$ 220,000               |
| •               | Total  | \$ 510,000                    | \$ 1,030,000             |
| 170081          | Building Inspectors (BI)                                 |                               |                          |
| ./ 0002         | Wages  | \$ 260,000                    | \$ 530,000               |
|                 | Wage-Related Fringe Increases                            | \$ 70,000                     | \$ 140,000               |
|                 | Total  | \$ 330,000                    | \$ 670,000               |
| * 70007         | District Attornor Toyrosticatorol Associatio             | (DATA)                        |                          |
| 170082          | <b>District Attorney Investigators' Associatio</b> Wages | \$ 120,000                    | \$ 240,000               |
|                 | Wage-Related Fringe Increases                            | \$ 30,000                     | \$ 60,000                |
|                 | Total  | \$ 150,000                    | \$ 300,000               |
| • <b>7000</b> 2 | L-havaya Lacal 261                                       |                               |                          |
| ./0005          | Laborers, Local 261 Wages                                | \$ 2,270,000                  | \$ 4,610,000             |
|                 | Wage-Related Fringe Increases                            | \$ 590,000                    | \$ 1,200,000             |
|                 | Total  | \$ 2,860,000                  | \$ 5,810,000             |
| ·               | ·  |                               |                          |
| 170084          | SEIU Local 1021 Misc. Wages                              | \$ 24,670,000                 | \$ 50,080,000            |
|                 | Wage-Related Fringe Increases                            | \$ 24,670,000<br>\$ 6,540,000 | \$ 13,280,000            |
|                 | Total  | \$ 31,210,000                 | \$ 63,360,000            |
|                 | locai  | \$ 31,210,000                 | \$ 03,300,000            |

| 170085 | SEIU Local 1021 Staff & Per Diem Nurse |                              |                               |
|--------|--|------------------------------|-------------------------------|
|        | Wages Wage-Related Fringe Increases    | \$-8,070,000<br>\$ 1,860,000 | \$ 16,380,000<br>\$ 3,780,000 |
|        | Total                                  | \$ 9,930,000                 | \$ 20,160,000                 |
|        | rotar                                  | φ 3/330/000                  | Ψ 20,100,000                  |
| 170086 | Stationary Engineers, Local 39         | •                            |                               |
| 170000 | Wages                                  | \$ 1,980,000                 | \$ 4,020,000                  |
|        | Wage-Related Fringe Increases          | \$ 520,000                   | \$ 1,060,000                  |
|        | Total                                  | \$ 2,500,000                 | \$ 5,080,000                  |
|        |  |                              |                               |
| 170087 | Supervising Probation Officers (SPO)   |                              |                               |
| •      | Wages                                  | \$ 70,000                    | \$ 140,000                    |
|        | Wage-Related Fringe Increases          | \$ 20,000                    | \$ 40,000                     |
|        | Total                                  | \$ 90,000                    | <b>\$ 180,000</b>             |
| 170088 | TWU-200 (SEAM)                         |                              |                               |
|        | Wages                                  | \$ 60,000                    | \$ 120,000                    |
|        | Wage-Related Fringe Increases          | \$ 20,000                    | \$ 40,000                     |
|        | Total                                  | \$ 80,000                    | \$ 160,000                    |
| 4=0000 | T.U. 250 1 (7440)                      | •                            |                               |
| 170089 | TWU 250-A (7410)                       | \$ 60,000                    | \$ 120,000                    |
| •      | Wages Wage-Related Fringe Increases    | \$ 20,000                    | \$ 40,000<br>\$ 40,000        |
|        |  |                              |                               |
|        | Total                                  | \$ 80,000                    | \$ 160,000                    |
| 170090 | TWU 250-A (Multi-Unit)                 |                              |                               |
|        | Wages                                  | \$ 310,000                   | \$ 630,000                    |
|        | Wage-Related Fringe Increases          | \$ 80,000                    | \$ 160,000                    |
|        | Total                                  | \$ 390,000                   | \$ 790,000                    |
|        |  |                              |                               |
|        |  |                              |                               |
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|        |  | •                            |                               |
|        |  |                              |                               |

PECEIVED VIA ENVALL UPPATED 170085 (KENISED)

# AMENDMENT No. 1 TO THE 2016-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND STAFF AND PER DIEM NURSES, SEIU LOCAL 1021

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors:

#### III.A. SCHEDULES OF COMPENSATION

The schedules of compensation for all represented classifications of employment subject to the provisions of Section A8.403 of the Charter shall be increased as follows:

Effective July 1, 2016:

3.25% increase

Included in the pay issued on August 23, 2016, the City shall provide to each permanent employee in represented classifications who is employed as of August 12, 2016, a one-time lump sum payment equivalent to 0.75% of the regular paid hours (excluding P103 hours) that employee worked in fiscal year 2015-2016.

Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, unless that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

The City agrees that the provision in the preceding paragraph that delays implementation of the July 1, 2018 scheduled wage increase because of projected shortfalls in the March, 2018 Joint Report shall not be used as evidence or precedent in any future interest arbitration proceedings under San Francisco Charter Sections A8.409 or 8A.104. This does not preclude the City from making a similar proposal in the future, and from supporting it with other evidence.

All wage increases provided in this Agreement will commence at the start of the payroll period closest to the date specified for the wage increase, unless noted otherwise, and shall be rounded to the nearest **whole dollar bi-weekly** salary step of the range.

Rates for employees' classes are on a biweekly basis for a normal work schedule of five days per week, eight hours per day.

A Master's Degree level compensation rate for Class 2323 Clinical Nurse Specialist will be provided if the Civil Service Commission requires a Master's degree in an educational program accredited by the National League for Nursing or the American Public Health Association in the appropriate clinical specialty area and the Master's degree and experience is included in the official class specifications and examination announcements.

#### Class 2830 Public Health Nurses

A Class 2830 Public Health Nurse will earn a premium of \$2.225/per hour above their regularly scheduled rate upon completion of six months of service at Step 6. Effective July 1, 2014, new hires into Class 2830 shall no longer be eligible for this \$2.225/per hour premium.

#### V.C. JOINT RN/DPH MONITORING COMMITTEE

(Section V.C. Joint RN/DPH Monitoring Committee does not apply to P103 Per Diem Nurses)

#### 1. Establishment

DPH and the Union agree to maintain their joint commitment to participation in a collaborative effort regarding issues of mutual interest, including discussion, deliberation, and resolution of issues. As part of our responsibilities for providing quality health care services, the parties hereby establish a Joint Registered Nurse/Department of Public Health Monitoring Committee.

#### 2. Purpose

The purpose of this committee shall be to review and make recommendations on subjects of mutual concern and interest including, but not limited to:

- Review the actual and anticipated impacts of the ACA on the services provided by DPH including the need to restructure and the effects of restructuring as a result of health care reform.
- Assurance of professional standards and optimal patient care.
- Staffing, including monitoring of hiring, vacancies, reassignments, and use of overtime and P103 hours.
- Issues of training, cross-training and in-service education.
- ADO's
- Other Joint Labor Management issues as may arise.
- The impact of management decisions on quality of patient care, access to patient care, cost of patient care, employee productivity, and employee morale.

#### 3. Committee Involvement

This Committee shall not be directly involved in meeting and conferring nor the handling of grievances. Grievances shall be resolved through procedures defined and described elsewhere in this MOU and under applicable City law.

#### 4. Structure

The organizational structure of the Joint RN/DPH Monitoring Committee shall be as follows:

#### A. Department wide committee:

There shall be two (2) Labor Co-Chairs of the Joint RN/DPH Monitoring Committee. Each Labor Co-Chair, shall be selected from a different DPH site, and shall be granted up to two and one-half days of release time each week to perform the work of the committee co-chair, in addition to the release time granted to attend Monitoring Committee meetings.

The Department agrees to utilize its best efforts to provide a work-space for the Labor Management Co-Chairs, within existing City regulations regarding the use of City equipment.

#### Labor Co-Chairs

The Labor Co-Chairs of the Joint RN/DPH Monitoring Committee shall:

- a. Participate in all Department and designated Divisional RN Monitoring Committees.
- b. Promote professional standards and optimal patient care.
- c. Monitor restructuring as a result of health care reform.
- d. Identify and facilitate issues of training, cross-training, and in-service education.
- e. Communicate with all units regarding their right to complete and file ADO's, follow-up with identified concerns from ADO's that have been completed and filed, and maintain an ADO binder which includes responses, plans for correction, and recommendations for improved patient care.
- f. Establish and implement a regular visitation schedule to all nursing units, after notification of the appropriate Nurse Manager, on all shifts throughout the Department to facilitate communications towards continuous improvements in nursing care.
- g. Make recommendations to improve the quality of patient care, access to patient care, cost-effectiveness of patient care, employee productivity, and employee morale.
- h. Communicate with Management for each committee to set agendas for meetings; be point person for Union information requests; and provide regular updates at the Committee Meetings.

#### Meetings

The committee shall consist of fourteen (14) members. Seven (7) members shall represent the department. Seven (7) members shall represent RNs as follows: one Jail Health Services, three SFGH, one LHH and two CPHS/Mental Health/Primary Care/HAH. RN representatives shall be selected from the divisional committee memberships. In addition, the Union may request that a representative from DHR attend a department-wide committee or a divisional Committee meeting. The request should be sent at least two (2) weeks prior to a scheduled meeting, and a DHR representative will make every reasonable attempt to attend if such a request is made.

In the event that an issue brought to the department-wide committee or a divisional committee is not resolved, either party may request a Mediator from the State Mediation and Conciliation Service. The Mediator shall attend the next scheduled committee meeting, or when available, to help address the issue and make written recommendations to the committee,

If the committee does not agree to implement the Mediator's written recommendation, the parties agree to submit up to three (3) unresolved issues that are within the scope of representation as defined by the Meyers Milias Brown Act and do not fall within the grievance procedure to the Mayor for final determination two (2) times per fiscal year. The Union understands and agrees that the limitations referenced in the preceding sentence are cumulative across all City bargaining units represented by the Union, excepting the MTA Service Critical bargaining unit.

- B. Divisional Committees
- (1) Membership

The four divisional committee shall consist of the following RN membership:

- (a) Jail Health Services: 1 (one) member from each jail
- (b) SFGH: 9 (nine) members (c) LHH: five (5) members
- (d) CPHS/Mental Health/Primary Care/HAH: 9 (nine) members
- (2) Meetings
  - (a) Jail Health Services: one (1) per month
  - (b) SFGH: one (1) biweekly to be conducted in accordance with the side letter regarding SFGH labor monitoring committee effective for the 2014-2016 MOU
  - (c) LHH: one (1) per month
  - (d) CPHS/Mental Health/Primary Care/HAH: one (1) per month
- (3) Divisional Committees may establish ad-hoc work groups by mutual agreement.
- 5. Release Time

RN representatives on the Joint RN/Department of Public Health Monitoring Committee shall be granted release time with pay when participating in committee meetings during their normal work schedule, subject to operational requirements. Attendance during non-work hours will be compensated as work time. The schedule of committee meetings shall be established with sufficient advance notice to accommodate operational requirements. The union shall notify the department of the names of Registered Nurse members and changes in membership as they occur in order to be considered for release time.

#### VI.E. DURATION

This Agreement shall be effective July 1, 2016 and shall remain in full force and effect through June 30, 2017 2019. The parties agree that each will make every good faith effort to conclude a successor agreement on or before the expiration date noted.

| FOR THE CITY 1              | FOR THE UNION                         |
|-----------------------------|---------------------------------------|
| Date: 1/30/17               | Date:                                 |
| lik Cell                    |                                       |
| Micki Callahan              | John Stead-Mendez                     |
| Human Resources Director    | Executive Director                    |
|                             | SEIU, Local 1021                      |
| Date: 1-26-17               | Date:                                 |
| Sugarme R Mason             |                                       |
| Suzanne R. Mason            | David Canham                          |
| Employee Relations Director | SF Regional Director, SEIU Local 1021 |
|                             |                                       |
|                             |                                       |
| APPROVED AS TO FORM:        |                                       |
| Date: 1 27/17               |                                       |
|                             |                                       |

Katharine Hobin Porter Chief Labor Attorney

# AMENDMENT No. 1 TO THE 2016-2017 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND STAFF AND PER DIEM NURSES, SEIU LOCAL 1021

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3.25% increase

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Effective July 1, 2017, represented employees will receive a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3%, except that if the March 2018 Joint Report, prepared by the Controller, the Mayor's Budget Director and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2018-2019 that exceeds \$200 million, then the base wage adjustment of 3% due on July 1, 2018, will be delayed by six (6) months and be effective the pay period including January 1, 2019.

All wage increases provided in this Agreement will commence at the start of the payroll period closest to the date specified for the wage increase, unless noted otherwise, and shall be rounded to the nearest **whole dollar bi-weekly** salary step of the range.

Rates for employees' classes are on a biweekly basis for a normal work schedule of five days per week, eight hours per day.

A Master's Degree level compensation rate for Class 2323 Clinical Nurse Specialist will be provided if the Civil Service Commission requires a Master's degree in an educational program accredited by the National League for Nursing or the American Public Health Association in the appropriate clinical specialty area and the Master's degree and experience is included in the official class specifications and examination announcements.

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A Class 2830 Public Health Nurse will earn a premium of \$2.225/per hour above their regularly scheduled rate upon completion of six months of service at Step 6. Effective July 1, 2014, new hires into Class 2830 shall no longer be eligible for this \$2.225/per hour premium.

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| FOR THE CITY                                  | FOR THE UNION                                      |
|---|--|
| Date: 1/20/1/                                 | Date:  |
| elstalel                                      |  |
| Micki Callahan                                | John Stead-Mendez                                  |
| Human Resources Director                      | Executive Director                                 |
|   | SEIU, Local 1021                                   |
| Date: 1-20-17                                 | Date:  |
|   |  |
| Junguise R. Mason Employee Relations Director | David Canham SF Regional Director, SEIU Local 1021 |
|   |  |
| APPROVED AS TO FORM:                          |  |
| Date: 1/20/17                                 |  |
| 1/275 D. la                                   |  |

Katharine Hobin Porter Chief Labor Attorney

#### BOARD of SUPERVISORS



City Hall
1 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, Office of the Controller

FROM:

Erica Major, Assistant Clerk, Government Audit and Oversight Committee

**Board of Supervisors** 

DATE:

January 30, 2017

SUBJECT:

**LEGISLATION INTRODUCED - MOUS** 

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee on January 24, 2017:

#### File No. 170066

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, International Association of Machinists & Aerospace Workers Machinists Automotive Trades District Lodge 190, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170067

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; 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 the Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridges, 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 implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170068

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170069

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170070

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170071

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170072

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to extend the term of the agreement through June 30, 2019.

#### File No. 170073

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170074

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to implement base wage increases for FYs 2017-2018 and 2018-2019 and other specified terms and conditions of employment, and extend the term of the agreement through June 30, 2019.

#### File No. 170075

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170076

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 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 implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170077

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United (Painters), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170078

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170079

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856, Multi-Unit, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170080

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing wages, working schedules and other terms and conditions of employment, effective July 1, 2017.

#### File No. 170081

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and Building Inspectors' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170082

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170083

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to implement base wage increases for FYs 2017-2018 and 2018-2019, other specified terms and conditions of employment, and extend the term of the agreement through June 30, 2019.

#### File No. 170084

Ordinance adopting and implementing Amendment No. 2 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170085

Ordinance adopting and implementing Amendment No. 1 to the 2016-2017 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170086

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers, Stationary Engineers, Local 39, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170087

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union 3 of the International Union of Operating Engineers, AFL-CIO, Supervising Probation Officers, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170088

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union, AFL-CIO, Local 200, to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170089

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

#### File No. 170090

Ordinance adopting and implementing Amendment No. 1 to the 2014-2017 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to implement base wage increases for FYs 2017-2018 and 2018-2019, and extend the term of the agreement through June 30, 2019.

These matters are tentatively calendared to be heard in Committee on **Thursday**, **February 16**<sup>th</sup>, **2017**. 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: Michelle Allersma, Office of the Controller Carol Lu, Office of the Controller

#### President, District 5 **BOARD of SUPERVISORS**



# City Hall 1 Dr. Carlton B. Goodlett Place, Room 244 San Francisco 94102-4689 Tel. No. 554-7630 No. 554-7634 Tel. No. 554-7634

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|                          | PRESIDENTIAL                       | ACTION                              |             |  |
| Date:                    | 2/1/2017                           | •                                   |             |  |
| То:                      | Angela Calvillo, Clerk of the Boar | ed of Supervisors                   | E C T       | Kar Je   |
| Madam Cle<br>Pursuant to | rk,<br>Board Rules, I am hereby:   |                                     |             |  |
| $\boxtimes$              | Waiving 30-Day Rule (Board Rule No | . 3.23)                             |             |  |
|                          | File No. 170066-170090             | Mayor                               |             |  |
|                          | Title. Various Collective Barga    | (Primary Sponsor) aining Agreements | ∡· .        |  |
|                          | Transferring (Board Rule No. 3.3)  |                                     |             |  |
|                          | File No.                           | (Primary Sponsor)                   | <del></del> |  |
|                          | Title                              |                                     | _           |  |
|                          | From:                              |                                     | Committee   |  |
|                          | То:                                |                                     | Committee   |  |
|                          | Assigning Temporary Committee      | Appointment (Board Ru               | le No. 3.1) |  |
|                          | Supervisor                         |                                     |             |  |
|                          | Replacing Supervisor               |                                     |             |  |
|                          | For:                               |                                     |             | Meeting  |
|                          | (Date)                             | (Committee)                         |             |  |
|                          |                                    | 9                                   |             |  |

London Breed, President Board of Supervisors

#### **MEMORANDUM**

Date:

January 20, 2017

To:

Angela Calvillo, Clerk of the Board

Board of Supervisors

From:

Suzanne R. Mason

Employee Relations Director

Subject:

Amendments to the 2014 Memoranda of Understanding between Unions and the

City and County of San Francisco (Transmittal 2 of 2)

On behalf of the Honorable Mayor Edwin M. Lee, the Department of Human Resources is pleased to forward you the following amendments to the 2014 Memoranda of Understanding (MOUs). These amendments extend the 2014-2017 contracts through July 1, 2019, allowing the City and County to present a united front in this time of uncertainty.

- 1. Building Inspectors' Association
- 2. District Attorney Investigators' Association
- 3. Laborers International Union, Local 261
- 4. Service Employees International Union (SEIU), Local 1021
- 5. SEIU, Local 1021, Staff and Per Diem Nurses
- 6. Stationary Engineers, Local 39
- 7. Supervising Probation Officers
- 8. TWU, Local 200, SEAM
- 9. TWU, Local 250-A, 7410 Auto. Service Workers
- 10. TWU, Local 250-A, Multi-Unit

Please find enclosed for each Amendment:

- One original FINAL Amendment with original Ordinance
- Two copies of the Ordinance

This is the second of two transmittals. The first transmittal was sent yesterday, January 19, 2017 and contained amendments for 15 Memoranda of Understanding.

Please refer these amendments to the appropriate committee at your earliest conveniences.

Thank you.

C: Micki Callahan, Human Resources Director

Ben Rosenfield, Controller

Melissa Whitehouse, Mayor's Budget Director

Jason Elliot, Deputy Chief of Staff

Nicole Elliott, Director, Legislative & Government Affairs

Alisa Somera, Legislative Deputy Director

Members: Government, Audit and Oversight file

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