File No. <u>180507</u>

Committee Item No. <u>13</u> Board Item No. <u>12</u>

COMMITTEE/BOARD OF SUPERVISORS

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Prepared by:	John Carroll	Date:	<u>June 7, 2018</u>
Prepared by:	John Carroll	Date:	June 11, 2018

FILE NO. 180507

ORDINANCE O.

[Compensation for Unrepresented Employees]

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 working schedules and other terms and conditions of employment and methods of payment effective July 1, 2018.

NOTE: Unchanged Code text and uncodified text are in plain Arial font.
 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>.
 Board amendment additions are in <u>double-underlined Arial font</u>.
 Board amendment deletions are in <u>strikethrough Arial font</u>.
 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:

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 (unit 001) and Management Unrepresented employees (unit 002). As used in this Ordinance, the term Appointing Officer shall include the Appointing Officer's designee, unless otherwise specified. For informational purposes, a list of job codes designated as Miscellaneous Unrepresented and Management Unrepresented is on file with the Clerk of the Board of Supervisors in Board File No. 180507.

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SECTION 1. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

A. All terms and conditions of employment not covered under this Ordinance shall continue to be subject to the City's direction and control. Unless specifically addressed herein, those terms and conditions of employment that are set forth in the Charter, Administrative Code, Civil Service Rules, and City policies and procedures, shall apply to employees covered by this Ordinance.

B. Nothing in this Ordinance shall have application to changes of Civil Service rules and matters subject to the exclusive jurisdiction of the Civil Service Commission under Charter Section A8.409-3, unless specifically approved by the Civil Service Commission, except as such changes may affect compensation.

SECTION 2. WAGE RATES

A. The wage rates for job codes covered by this Ordinance for fiscal year 2018-2019 shall be increased as follows:

Effective July 1, 2018: 3.00%

B. The 1283 – Director, Employee Relations Division Classification's Pay Plan shall be the same range of pay as the 0954 – Deputy Director IV Classification.

The 1282 – Manager, Employee Relations Division Classification's Pay Plan shall be the same range of pay as the 0932 – Manager IV Classification.

The 1281 – Senior Employee Relations Representative Classification's Pay Plan shall be the same range of pay as the 1824 – Principal Administrative Analyst Classification. There shall be three additional five percent (5%) steps (Steps 6, 7 & 8) at the top of the range for this classification. The Employee Relations Director may place employees in Step 6, 7 or 8, contingent upon the Employee Relations Director's designating the employee as the City's principal representative for a major employee group.

Mayor Farrell BOARD OF SUPERVISORS 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. The Employee Relations Director may place employees in Step 6, 7 or 8, contingent upon the Employee Relations Director's designating 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.

D. The Port Commission shall determine the salary for the 9399 Port Director Classification, pursuant to Charter Appendix B3.581(h).

E. All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.

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:

A. Standards

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

1. 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

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2. There is an ongoing and demonstrable recruitment and/or retention problem for the job code; and/or

3. Traditional salary relationships, which continue to be justified, have been substantially altered; and/or

4. The duties, responsibilities, and/or minimum requirements for a job code have been altered significantly; and/or

5. Adjustment is necessary to maintain comparability with similarly-situated employees in represented bargaining units.

B. Internal Adjustment Cap

Internal adjustment costs shall not exceed an annualized cost of 1.0% of the total payroll cost for the employees covered by this Ordinance, 0.25% of which is available for base wage adjustments, and 0.75% of which is available for one-time adjustments.

SECTION 4. ACTING ASSIGNMENT PAY

A. Employees assigned by the Appointing Officer 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 is in writing with copies to the Department of Human Resources and Controller.

2. The assignment conforms to all Civil Service Commission Rules, policies and procedures.

The position to which the employee is assigned is a budgeted position.

4. The employee is assigned to perform the duties of a higher job code for longer than ten (10) consecutive working days, after which acting assignment pay shall be retroactive to the first day of the assignment.

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B. If each of the above criteria are met, and upon written approval by the Appointing Officer an employee shall be paid one full salary step adjustment (approximately 5%) as acting assignment pay, provided that pay 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 that includes acting assignment pay.

C. This provision does not govern requests for classification or reclassification review.

SECTION 5. SUPERVISORY DIFFERENTIAL ADJUSTMENT

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

A. 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.

B. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

C. 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.

D. 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.

E. 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 paid a flat rate, the City will

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convert the flat rate to a bi-weekly rate; for the compensation rate of the flat rate job code, the City shall use the compensation grade the top step of which is closest to the converted flat rate.

F. 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 the employee's 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 the supervisor's highest paid subordinate, provided that the other applicable conditions of this section are also met.

G. 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 base compensation, exclusive of extra 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%).

H. The compensation adjustment is retroactive to the date the employee became eligible, but not earlier than the beginning of the current fiscal year.

I. The Human Resources Department may 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 ONLY)

A. When an exempt employee in the Management Unit (002) covered by this Ordinance is involuntarily removed or released from employment, the Appointing Officer will

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endeavor to inform the employee at least thirty (30) calendar days before the employee's final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the employee shall receive pay in lieu of the number of days less than thirty (30) upon which he/she was informed.

B. In addition to paragraph (A), when an exempt employee in the Management Unit (002) 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 the employee's employment, including but not limited to termination of that employment and claims arising under this Ordinance, that the employee may have against the City, including any City officer or employee. This release shall be in a form acceptable to the City Attorney 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.

C. In the event an exempt employee in the Management Unit (002) covered by this Ordinance is involuntarily returned to a permanent job code, that employee may elect to separate fully from City service and in such case 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, including but not limited to termination of that employment and 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 Attorney 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

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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.

D. Additionally, any employee accepting severance pay under this provision shall be ineligible for appointment 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.

E. Released employees must elect severance within thirty (30) days of notice of the involuntary separation/release.

F. 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 Officer, 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(B) or 6(C) 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.

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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 up to but not exceeding 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 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

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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

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A. 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.

B. 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

A. REGULAR WORK SCHEDULES

Regular Work Day. Unless otherwise provided in this Ordinance, a regular
 workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four
 (24) hours.

2. Regular Work Week. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven (7) 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 (5) working days in conjunction with changes in their work shifts or schedules.

3. 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,

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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. 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 oneguarter hour.

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ALTERNATE WORK SCHEDULES

The Appointing Officer may enter into cost equivalent alternate work schedules for some or all employees covered by this Ordinance. 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.

C. VOLUNTARY REDUCED WORK WEEK

Subject to approval by the Appointing Officer, employees covered by this Ordinance 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 proportionately in accordance with any 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

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emergency service for the performance of their regular duties, shall be paid ten percent (10%) 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 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

Except for employees at remote locations where City supplied housing has been offered, or who are otherwise being compensated, an employee who is called back to his or her work location 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

A. Subject to sub-paragraphs (B) through (D) 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.

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B. Employees working in job codes who 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 their specified regular hours until they exceed forty (40) hours of hours actually worked 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.

C. Only legal holidays, listed in Section 16 ("Holidays"), shall count as hours worked for the purposes of computing overtime.

D. 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 that 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 CTO balance 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 CTO balance paid out at the rate the rate of the lower classification prior to promotion.

E. 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

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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 ("FLSA"), this Ordinance authorizes and directs all City departments to ensure that their employees receive, at a minimum, such FLSA benefits.

SECTION 16. HOLIDAYS

Except when normal operations require, or in an emergency, employees covered by this Ordinance 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)

July 4 (Independence Day)

the first Monday in September (Labor Day)

the second Monday in October (Indigenous Peoples Day and Italian American Heritage

Day)

November 11 (Veteran's Day)

Thanksgiving Day

the day after Thanksgiving

December 25 (Christmas Day)

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Provided however, that, if January 1, 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.

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 those public offices may serve the public as provided in the Administrative Code Section 16.4. Those employees who work on a Friday that 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.

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

Employees are entitled to five (5) floating holidays totaling forty (40) hours (pro-rated 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

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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 Officer, 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, 2018 may be carried over to be used in fiscal year 2018-19.

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

SECTION 17. HOLIDAY COMPENSATION FOR TIME WORKED

Employees required by their respective Appointing Officer to work on any of the holidays specified in Section 16 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 CTO in lieu of paid overtime.

Employees occupying positions that 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.

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

A. 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.

B. 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.

C. Employees required to work on a holiday that 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.

D. Sections (B) and (C) 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 legal holidays that an employee receives who works Monday through Friday, the employee 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 the 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.

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SECTION 20. EMPLOYEES NOT ELIGIBLE FOR HOLIDAY COMPENSATION

Persons employed for holiday work only, or persons employed on a part-time work schedule that 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.

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SECTION 22. IN-LIEU HOLIDAYS

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A. 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.

B. In-lieu holidays will be assigned by the Appointing Officer if not scheduled in accordance with the procedures described herein.

C. 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

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 #32.

In addition, 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.

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

SECTION 26. PRE-RETIREMENT PLANNING SEMINAR

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

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 who has timely requested release time 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 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

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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. 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 his or her regular base rate of pay and shall not be eligible for any other additional compensation (premiums) or out of class assignment pay as may be provided under this Ordinance.

An employee who is absent because of an industrial disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, or State Disability Insurance, may request to supplement the amount of disability indemnity payment with salary to be charged against the employee's accumulated unused sick leave with pay credit balance, CTO, vacation, or other paid leave as available, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of CTO for this purpose requires approval from the employee's Appointing Officer.

An employee who wishes not to supplement, or who wishes to supplement with CTO or vacation, must submit a written request to the Appointing Officer 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 worker's compensation payments to equal the full salary the employee would have earned for the regular work schedule in effect when the worker's compensation leave began shall be drawn only from an employee's paid leave credits

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including vacation, sick leave, 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 CTO credit balance during any period before the determination of eligibility for disability indemnity payment without requiring a signed option by the employee. Sick leave with pay, vacation, or CTO 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 that are within the Charter authority of the Board of Supervisors.

SECTION 28. STATE DISABILITY INSURANCE 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 laws. 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

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remedies for discrimination complaints outside the procedure of this Ordinance, that election shall constitute a waiver of the right to pursue that complaint through the grievance process under this Ordinance. To the extent permissible by law, if there is an election to pursue the complaint through the grievance process under this Ordinance, that election shall constitute a waiver of the right to pursue the complaint in other forums and the employee 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 \$30,000 for the Tuition Reimbursement Program for employees covered by this Ordinance. Employees covered by this 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 that will enhance the 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 and to the extent funds are available, employees may utilize up to \$1,000 of the funds available to them 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 current travel policy.

In addition, subject to the approval of the Appointing Officer, an employee may also be reimbursed up to \$1,000 of the maximum funds available to them 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

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reimbursement must be approved by the employee's Appointing Officer and be in accordance with procedures determined by the Human Resources Director.

SECTION 31. 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 in a position covered by this Ordinance, the City will reimburse the employee for the amount of the mandatory fee for the renewal of such certificate, license or registration.

SECTION 32. BAR DUES

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

SECTION 33. TRAINING, CAREER DEVELOPMENT AND INCENTIVES

Employees covered by this Ordinance shall be on paid status when assigned to attend required educational programs scheduled during normal working hours.

SECTION 34. 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.

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SECTION 35. 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.

SECTION 36. PARENTAL LEAVE

Upon proper advance notification, employees covered by this Ordinance 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. An employee may take two (2) hours of paid leave between July 1 to December 31, and another two (2) hours paid leave from January 1 to June 30. In addition, 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 or her immediate supervisor before 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, CTO, or personal (unpaid) leave to account for absences qualifying for parental leave after he or she has used the paid leave hours as provided above. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence on parental leave applies only to the parent who first gives notice.

Denial of parental leave under this section is not subject to the grievance process.

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SECTION 37. 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 38. GRIEVANCE PROCEDURE

A. Definition:

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

B. General Provisions:

In no event shall a grievance include a claim for money relief for more than a thirty (30) working day period before the grievant initiated the grievance.

If the supervisor or Appointing Officer fails to respond within the required time limits specified in paragraph C below, 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 is considered withdrawn.

The parties may extend the time limits set forth in this grievance procedure by mutual written agreement.

Any deadline date under this section that falls on a Saturday, Sunday or a legal holiday listed in Section 16 shall be continued to the next business day.

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C. 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 discussion with the supervisor described in the preceding paragraph does not extend the time to submit the written grievance.

The immediate supervisor will make every effort to arrive at a prompt resolution by investigating the issue. He or she shall respond within ten (10) calendar days.

Step II Department Head or Designee

If the employee is not satisfied with the decision rendered at Step 1, the employee shall submit the grievance in writing to the department head or designee within fifteen (15) calendar days of receiving notification of the Step 1 decision or the due date for the Step 1 decision. The grievance shall include a specific description of the basis for the claim, the Ordinance section(s) believed violated and the resolution desired, and an explanation of why the Step I response is insufficient. The parties shall meet within fifteen (15) calendar days, unless a mutually agreed upon alternative is established. The Appointing Officer shall, within fifteen (15) calendar days of the date the meeting is held, whichever comes later, respond in writing to the grievance, specifying his or her reason(s) for concurring with or denying the grievance.

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Step III Director, Employee Relations Division

If the employee is not satisfied with the decision of the Appointing Officers, the employee shall submit the grievance to the Employee Relations Director within fifteen (15) calendar days after receipt of the Appointing Officer's decision or the date that decision was due. The employee shall state why the Step II response is insufficient.

The Employee Relations 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 39. PAPERLESS PAY POLICY

A. The Citywide Paperless Pay Policy will apply to all employees covered by this Ordinance.

B. 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.

C. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pre-loaded bank card.

SECTION 40. 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

Mayor Farrell BOARD OF SUPERVISORS

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

SECTION 41. SAVINGS CLAUSE

If a court of competent jurisdiction rules that any provision of this Ordinance is invalid, that ruling shall not invalidate the remaining provisions, which shall remain in full force and effect for the duration of this Ordinance.

SECTION 42. EFFECTIVE AND OPERATIVE DATES. This Ordinance shall become effective upon enactment, and shall become operative on July 1, 2018. Enactment occurs when the Mayor signs the Ordinance, the Mayor returns the Ordinance unsigned or does not sign the Ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the Ordinance.

APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney By: KATHARINE HOBIN PORTER

Deputy City Attorney

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Mayor Farrell BOARD OF SUPERVISORS

LEGISLATIVE DIGEST

[Compensation for Unrepresented Employees]

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 working schedules and other terms and conditions of employment and methods of payment effective July 1, 2018.

Existing Law

Under Charter Section A8.409-1, the Mayor proposes for approval by the Board of Supervisors 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.

Amendments to Current Law

The proposed ordinance presents the Mayor's proposed wages, hours and other terms and conditions of employment applicable to all unrepresented job codes or positions of City employment for Fiscal Year 2018-2019.

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Employee Relations City and County of San Francisco Department of Human Resources

Unrepresented Employees' Ordinance

Unrepresented Employees' Ordinance Highlights

Term	One year (July 1, 2018 to June 30, 2019)	
Wages	Effective July 1, 2018: 3%	
Night Shift	Outdated language no longer applicable to unrepresented employees removed	
Port Director Classification	Salary determined by Port Commission, pursuant to Charter Appendix B3.581(h)	

Unrepresented Classifications		
୍ଥାରତ କ୍ରିତ୍ର	Deser	
0881	Mayoral Staff I	
0882	Mayoral Staff II	
0883	Mayoral Staff III	
0884	Mayoral Staff IV	
0885	Mayoral Staff V	
0886	Mayoral Staff VI	
0887	Mayoral Staff VII	
0888	Mayoral Staff VIII	
0889	Mayoral Staff IX	
0890	Mayoral Staff X	
0891	Mayoral Staff XI	
0892	Mayoral Staff XII	
0901	Mayoral Staff XIII	
0902	Mayoral Staff XIV	
0903	Mayoral Staff XV	
0904	Mayoral Staff XVI	
0905	Mayoral Staff XVII	
1280	Employee Relations Representat	
1281	Senior Emp Relations Repres	
1282	Manager, Employee Relations Div	
1283	Dir Emp Relations Div	
1293	Human Resources Director	
1682	Controller	
9399	Port Director	
9979	Labor and Employment Advisor	
AB44	Cfdntal Chf Atty 2,(Cvl&Crmnl)	
AC35	Bd/Comm Secretary 3	

City and County of San Francisco Micki Callahan Human Resources Director



Department of Human Resources Connecting People with Purpose www.sfdhr.org

MEMORANDUM

DATE: May 11, 2018

TO:Angela Calvillo, Clerk of the BoardBoard of Supervisors

FROM: Carol Isen, Employee Relations Director Department of Human Resources

RE: Memoranda of Understanding

Please find the following Successor MOUs:

- 1. San Francisco Fire Fighters, Local 798 Unit 1 Successor MOU
- 2. San Francisco Fire Fighters, Local 798 Unit 2 Successor MOU
- 3. San Francisco Police Officers' Association Successor MOU
- 4. Municipal Executives' Association, Fire Successor MOU
- 5. Municipal Executives' Association, Police Successor MOU
- 6. Unrepresented Employees Ordinance

Please find the following MOU Amendments:

- 1. Union of American Physicians and Dentists, Unit 17 MOU Amendment #2
- 2. Union of American Physicians and Dentists, Unit 18 MOU Amendment #2
- 3. SEIU, Local 1021, H-1 Fire Rescue Paramedics MOU Amendment #6
- 4. Transport Workers Union Local 250-A, Multi-Unit -- MOU Amendment #1
- 5. Transport Workers Union Local 250-A, 7410 MOU Amendment #1
- 6. Crafts Coalition MOU Amendment #1
- 7. International Federation of Professional and Technical Engineers, Local 21 MOU Amendment #3

The following documents are enclosed:

Successor Agreements established by award of Arbitration Panel (Local 798, POA)

- Arbitration Award
- Original Ordinance + 2 Copies
- Copy Redline MOU
- Copy Final MOU

One South Van Ness Avenue, 4th Floor • San Francisco, CA 94103-5413 • (415) 557-4800

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Page 2 of 2 Memoranda of Understanding May 11, 2018

Successor Agreements established by agreement of the parties (MEA Fire, MEA Police)

- Original Ordinance + 2 Copies
- Copy of Redline MOU
- Copy of Final MOU

MOU Amendments (UAPD, SEIU 1021 – H-1, Local 21, TWU-250A (Multi), TWU 250-A (7410), Crafts Coalition)

- Original Ordinance + 2 Copies
- Copy of MOU Amendment

Unrepresented Employees Ordinance

- Original Ordinance + 2 Copies
- Unrepresented Digest + 2 Copies
- List of Classifications

Additional Documentation:

• Summary of changes for each MOU (Highlights)

Electronic copies have been sent via e-mail today. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO – June 6, 2018 1st Hearing – June 19, 2018 2nd Hearing – June 26, 2018

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.

Cc: Micki Callahan, Human Resources Director Ben Rosenfield, Controller Kelly Kirkpatrick, Mayor's Budget Director Jason Elliott, Mayor's Chief of Staff Andres Power, Mayor's Liaison to the Board of Supervisors Members, Government, Audit and Oversight Committee



OFFICE OF THE CONTROLLER

CITY AND COUNTY OF SAN FRANCISCO -

Ben Rosenfield Controller

Todd Rydstrom Deputy Controller

MEMORANDUM

TO:Ms. Angela CalvilloClerk of the Board of Supervisors

FROM: Ben Rosenfield

DATE: June 7, 2018

SUBJECT:File Numbers 180502 through 180514: 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 13 MOUs between the City and County of San Francisco and various employee collective bargaining units. The MOUs for the Firefighters Union, Police Officers' Association, Municipal Executives' Association – Fire, and Municipal Executives' Association – Police cover the period July 1, 2018 through June 30, 2021. The MOU for the Service Employees International Union, Local 1021, H-1 Fire Rescue Paramedics covers the period July 1, 2018 through June 30, 2020. All other MOU amendments cover one year, from July 1, 2018 to June 30, 2019.

Three of the MOU amendments (File Numbers 180511 through 180513) implement a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. These amendments reorganize the employee orientation process, but do not change the compensation of any employee or require additional staff. There is no clear cost increase or decrease directly attributable to these amendments.

In FY 2018-19, the MOUs and amendments affect 4,763 authorized positions with a salary base of approximately \$560 million and overall salary and benefits base of approximately \$780 million. Our analysis finds that in FY 2018-19, the MOUs will result in increased costs to the City of \$31 million, or 4.0%, of FY 2018-19 base wage and benefit cost. For safety MOUs that continue through FY 2020-21, the estimated increased costs are \$55 million in FY 2019-20 and \$84 million in FY 2020-21, or 7.7% and 11.7%, respectively, of safety only base wage and benefit costs in FY 2018-19 (\$715 million). About 90% of the increased cost is supported by the general fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 could be delayed if the Joint Report projects a budget deficit of greater than \$200 million. These cost estimates assume that those increases will take

CITY HALL • 1 DR, CARLTON B. GOODLETT PLACE • ROOM 316 • SAN FRANCISCO, CA 94102-4694 PHONE 415-554-7500 • FAX 415-554-7466 place as scheduled. If the increases were delayed, the estimated cost in FY 2020-21 would be reduced to approximately \$78 million.

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

Sincerely Ben Rose Controller

CC:

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Carol Isen, ERD

Harvey Rose, Budget Analyst

	Combined Costs for All MOUs and Amendments	•	FY 2018-19		FY 2019-20		FY 2020-21
	Wages	\$	19,834,000	\$	36,794,000	\$	54,180,000
	Wage-Related Fringe Benefits		3,801,000		6,891,000		10,130,000
	Premiums		6,180,000		10,520,000		18,380,000
	Other Benefits		1,145,000		1,055,000		1,055,000
	MOU Total	\$	30,960,000	\$	55,260,000	\$	83,745,000
	<u>Union Detail</u>						
<u>File</u>							
<u>Number</u>	<u>Union</u>						
180502/	San Francisco Fire Fighters Union, Local 798, Units 1 and 2		FY 2018-19		FY 2019-20		FY 2020-21
180503	Wages	\$	7,650,000	\$	15,530,000	\$	23,650,000
	Wage-Related Fringe Benefits		1,380,000		2,800,000		4,260,000
	Training and Education		1,080,000		3,350,000		5,180,000
	Separation Wellness		180,000		90,000		0
	Holiday Pay		(390,000)		(390,000)		(390,000)
	Surf Premium		470,000		480,000		500,000
	Union President Release Time		120,000		120,000		120,000
	Employee Assistance Program		150,000		150,000		150,000
	Tuition Reimbursement		10,000		10,000		10,000
	Union Total	\$	10,650,000	\$	22,140,000	\$	33,480,000
180504	San Francisco Police Officers' Association		FY 2018-19		FY 2019-20		FY 2020-21
	Wages	\$	10,270,000	\$	20,840,000	\$	29,910,000
	· Wage-Related Fringe Benefits		1,970,000		4,010,000		5,750,000
	Peace Officers Standards Trainings (POST) Rank Premium		3,290,000		6,580,000		6,580,000
	Separation Wellness		1,010,000		. 0		0
	Longevity (Retention) Premium		0		0		5,920,000
	Uniform Allowance		710,000		710,000		710,000
	Bilingual Premium Emergency Childcare		280,000 50,000		280,000		280,000 50,000
	Union Total	\$	17,580,000	\$		\$	
					··· , ···· , ····	•	
180505	Municipal Executives' Association - Fire		FY 2018-19		FY 2019-20		FY 2020-21
	Wages	\$	70,000	\$	140,000	\$	210,000
	Wage-Related Fringe Benefits		10,000		20,000		40,000
	Training and Education		10,000		40,000		60,000
	Separation Wellness		0		0		0
	Holiday Pay		0		0		0
	Tuition Reimbursement	*	10,000	*	10,000	#	10,000
	Union Total	\$	100,000	\$	210,000	\$	320,000

Attachment A

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180506	Municipal Executives' Association - Police		FY 2018-19	FY 2019-20	FY 2020-21	
	Wages	\$	140,000	\$ 280,000	\$ 410,000	
	Wage-Related Fringe Benefits		30,000	60,000	80,000	
	Peace Officers Standards Trainings (POST) Rank Premium		40,000	80,000	90,000	
	Separation Wellness		0	0	0	
	Longevity (Retention) Premium		0	0	150,000	
	Uniform Allowance		5,000	5,000	5,000	
	Training		210,000	10,000	10,000	
	Union Total	\$	425,000	\$ 435,000	\$ 745,000	
180508/	Union of American Physicians and Dentists, Unit 17 and Unit 1	8	FY 2018-19	· · · · · · · · · · · · · · · · · · ·		
180509	Wages	\$	1,400,000	MOU Covers	One Year Only	
	Wage-Related Fringe Benefits		330,000			
	Life Insurance		10,000			
	Employee Development		80,000	 		
	Union Total	\$	1,820,000			
180510	SEIU Local 1021 H1 Fire Rescue Paramedics		FY 2018-19	FY 2019-20	FY 2020-21	
	Wages	\$	4,000	\$ 4,000	MOU Covers Two	
	Wage-Related Fringe Benefits		1,000	 1,000	Years Only	
	Union Total	\$	5,000	\$ 5,000		
180511	Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28) Revised employee orientation process			 No Cost		
				110 0000		
180512	Transport Workers' Union, Local 250-A - Automotive Service V	Vorkei	rs (7410)			
100012	Revised employee orientation process		- (, , , , , , , , , , , , , , , , , , ,	 No Cost		
	·			NO COSC		
180513	Crafts Coalition					
	Revised employee orientation process			 No Cost		
180514	International Fed. of Prof. and Technical Engineers, Local 21		FY 2018-19			
	Wages	\$	80,000	 MOU Covers	One Year Only	
	Wage-Related Fringe Benefits	*	20,000			
	Union Total	\$	100,000	 ·····		
		4	100,000			
100507						
180507	Compensation for Unrepresented Employees		FY 2018-19			
	Wages	\$	220,000	MOU Covers	One Year Only	
	Wage-Related Fringe Benefits		60,000	 		
	Union Total	\$	280,000			
		τ.				

Attachment B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 11 MOUs and MOU amendments between the City and County of San Francisco and various employee unions. The attached analysis reviews the MOUs and MOU amendments listed below:

180502/3 – San Francisco Fire Fighters Union, Local 798, Unit 1 and Unit 2

180504 - San Francisco Police Officers' Association
180505 - Municipal Executives' Association - Fire
180506 - Municipal Executives' Association - Police
180508/9 - Union of American Physicians and Dentists, Unit 17 and Unit 18
180510 - Service Employees International Union Local 1021 H1 Fire Rescue
180511 - Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)
180512 - Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)
180513 - Crafts Coalition

180514 – International Federation of Professional Technical Engineers, Local 21

180507 – Compensation for Unrepresented Employees

In FY 2018-19, the MOUs and MOU amendments affect 4,763 authorized positions with a salary base of approximately \$560 million and an overall salary and benefits base of approximately \$780 million. Our analysis finds that in FY 2018-19, the MOUs will result in increased costs to the City of \$31 million, or 4.0%, of FY 2018-19 base wage and benefit cost. For safety MOUs that continue through FY 2020-21, the estimated increased costs are \$55 million in FY 2019-20 and \$84 million in FY 2020-21, or 7.7% and 11.7%, respectively, of safety only base wage and benefit costs in FY 2018-19 (\$715 million).

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Certain wage and premium increases scheduled for FY 2020-21—including the wage increases for the safety unions, POST premium for the Police unions, and the training and education premium for the fire fighters unions—could be delayed by six months if the Joint Report projects a budget deficit of more than \$200 million. Our cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost in FY 2020-21 would be reduced to approximately \$78 million.

File Numbers 180502 and 180503 – San Francisco Fire Fighters Union, Local 798, Unit 1 and Unit 2

The MOU for the Fire Fighters Union, Local 798, affects 1,886 authorized positions with a base salary in FY 2018-19 of \$195 million and an overall pay and benefits base of approximately \$300 million. We

project the MOU will increase costs to the City by \$11 million in FY 2018-19, \$22 million in FY 2019-20, and \$33 million in FY 2020-21.

More than 80% of the total cost increase is attributable to the 3% wage increases in each year of the agreement. Increased premiums for surf duty and training and education account for about 15% of the cost increase.

File Number 180504 – San Francisco Police Officers' Association

The MOU for the San Francisco Police Officers' Association (POA) affects 2,584 authorized positions with a base salary in FY 2018-19 of \$305 million and an overall pay and benefits base of approximately \$410 million. We project the MOU will increase costs to the City by \$18 million in FY 2018-19, \$32 million in FY 2019-20, and \$49 million in FY 2020-21.

More than 70% of the total cost increase is attributable to the 3% wage increases in each year of the agreement (with the increase in the third year split between a 2% raise on July 1 and 1% on December 26). Increases to the Peace Officers Standards Training (POST) Rank Premium in FY 2018-19 and FY 2019-20 and the longevity premium in FY 2020-21 account for most of the remaining cost increase.

File Number 180505 – Municipal Executives' Association – Fire

The MOU for the Municipal Executives' Association (MEA) – Fire affects nine authorized positions with a base salary in FY 2018-19 of \$1.7 million and an overall pay and benefits base of approximately \$2.7 million. We project the MOU will increase costs to the City by \$100,000 in FY 2018-19, \$210,000 in FY 2019-20, and \$320,000 in FY 2020-21.

About 75% of the total cost increase is attributable to the 3% wage increases in each year of the agreement. Increases in the training and education premium of up to 3% by the third year of the agreement account for most of the remaining increase in cost to the City.

File Number 180506 – Municipal Executives Association – Police

The MOU for the Municipal Executives' Association – Police affects 22 authorized positions with a base salary in FY 2018-19 of \$4.1 million and an overall pay and benefits base of approximately \$5.5 million. We project the MOU will increase costs to the City by \$425,000 in FY 2018-19, \$435,000 in FY 2019-20, and \$745,000 in FY 2019-20. The MOU also transferred certain command staff from the POA to MEA. Our projected costs include commanders as part of MEA, but we did not project the cost of transferring these positions from POA to MEA.

About 60% of the total cost increase is attributable to the 3% wage increases in each year of the agreement (with the increase in the third year split between a 2% raise on July 1 and 1% on December 26). The remaining cost increase is split between increases to Peace Officers Standards Training (POST) Rank Premium in FY 2018-19 and FY 2019-20, the longevity premium in FY 2020-21, and a lump-sum for training of \$200,000 in FY 2018-19.

File Numbers 180508 and 180509 – Union of American Physicians and Dentists, Unit 17 and Unit 18

The MOU for the Union of American Physicians and Dentists affects 204 authorized positions with a base salary in FY 2018-19 of \$45 million and an overall pay and benefits base of approximately \$58 million. We project the MOU, which only covers FY 2018-19, will increase costs to the City by \$1.8 million.

About 95% of the total cost increase is due to the 3% wage increase on July 1, 2018, with additional amounts for life insurance and employee development.

File Number 180510 – Service Employees International Union Local 1021 H1 Fire Rescue

The MOU for SEIU – H1 Fire Rescue affects three authorized positions with a base salary in FY 2018-19 of \$150,000 and an overall pay and benefits base of about \$180,000. We project the MOU will increase costs to the City by \$5,000 in FY 2018-19 and \$5,000 in FY 2019-20. The cost increase is entirely due to 3% wage increases in each year of the agreement.

File Number 180511 – Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180512 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180513 – Crafts Coalition

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180514 – International Federation of Professional Technical Engineers, Local 21

This amendment gives a one-time, 6.4% wage increase to Public Safety Communications Coordinators (8240), affecting seven authorized positions with a base salary in FY 2018-19 of \$1.0 million and an overall pay and benefits base of \$1.4 million. The increase is projected to cost \$100,000.

File Number 180507 – Compensation for Unrepresented Employees

There are 90 authorized unrepresented employee positions with a base salary in FY 2018-19 of \$7.3 million and an overall pay and benefits base of \$9.3 million. A pay increase of 3% for FY 2018-19 is projected to cost the city \$280,000.

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: John Carroll, Assistant Clerk, Government Audit and Oversight Committee Board of Supervisors

DATE: May 21, 2018

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis Memoranda of Understanding - May 2018

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Farrell on May 15, 2018:

These matters are pending committee action; I'm forwarding them 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.

File No. 180502 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 1]

Ordinance adopting and implementing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 1, to be effective July 1, 2018, through June 30, 2021.

File No. 180503 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 2]

Ordinance adopting and implementing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to be effective July 1, 2018, through June 30, 2021.



BOARD of SUPERVISORS

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File No. 180504 [Memorandum of Understanding - San Francisco Police Officers' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers' Association, to be effective July 1, 2018, through June 30, 2021.

File No. 180505 [Memorandum of Understanding - Municipal Executives' Association - Fire]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association - Fire, to be effective July 1, 2018, through June 30, 2021.

File No. 180506 [Memorandum of Understanding - Municipal Executives' Association - Police]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association - Police, to be effective July 1, 2018, through June 30, 2021.

File No. 180508 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 17)]

Ordinance adopting and implementing Amendment No. 2 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17) to update certain terms and conditions of employment and extend the term of the Memorandum of Understanding through June 30, 2019. **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

File No. 180509 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 18)]

Ordinance adopting and implementing Amendment No. 2 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 18) to update certain terms and conditions of employment and extend the term of the Memorandum of Understanding through June 30, 2019.

File No. 180510 [Memorandum of Understanding - Service Employees International Union, Local 1021 - H-1 Fire Rescue Paramedics]

Ordinance adopting and implementing Amendment No. 6 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021 for H-1 Fire Rescue Paramedics by updating language and extending the term of the Memorandum of Understanding through June 30, 2020.

File No. 180511 [Memorandum of Understanding - Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 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 a "Union Access to New Employees" program.

File No. 180512 [Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 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 a "Union Access to New Employees" program. Referral from Office of the Clerk of the Board Government Audit and Oversight Committee May 21, 2018 Page 4

File No. 180513 [Memorandum of Understanding - Crafts Coalition]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 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 a "Union Access to New Employees" program.

File No. 180514 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

Ordinance adopting and implementing Amendment No. 3 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, by adding: a one-time base wage increase of 6.40% to Classification 8240 Public Safety Communications Coordinators, effective July 1, 2018; and \$150,000 in training funds for FY2018-2019 only, for total training funds for that year of \$900,000.

File No. 180507 [Compensation for Unrepresented Employees]

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 working schedules and other terms and conditions of employment and methods of payment effective July 1, 2018.

c: Todd Rydstrom, Office of the Controller Michelle Allersma, Office of the Controller Carol Lu, Office of the Controller

Carroll, John (BOS)

From: Sent: To: Cc: Subject:	Carroll, John (BOS) Monday, May 21, 2018 5:10 PM Rosenfield, Ben (CON) Rydstrom, Todd (CON); Allersma, Michelle (CON); Lu, Carol (CON); Isen, Carol (HRD); Duong, Noelle (BOS) REFERRAL MOU - Board File Nos. 180502-180514 - Memorandum of Understanding - Various Bargaining Units Within the City and County
Categories:	180502, 180503, 180504, 180505, 180506, 180507, 180508, 180509, 180511, 180513, 180512, 180514, 180510

Greetings:

On May 15, 2018, Mayor Farrell introduced 13 MOU amendment ordinances. The ordinances are assigned to the Government Audit and Oversight Committee and are pending committee action.

I am forwarding these introductions to you for cost analysis. Once your review of the introductions is complete, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

For your convenience, you may review each referral individually on our Legislative Research Center by following the links below:

<u>File No. 180502</u> [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 1] File No. 180503 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 2]

File No. 180504 [Memorandum of Understanding - San Francisco Police Officers' Association]

File No. 180505 [Memorandum of Understanding - Municipal Executives' Association - Fire]

File No. 180506 [Memorandum of Understanding - Municipal Executives' Association - Police]

File No. 180508 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 17)]

File No. 180509 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 18)]

File No. 180510 [Memorandum of Understanding - Service Employees International Union, Local 1021 - H-1 Fire Rescue Paramedics]

File No. 180511 [Memorandum of Understanding - Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)]

File No. 180512 [Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)]

File No. 180513 [Memorandum of Understanding - Crafts Coalition]

<u>File No. 180514</u> [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

File No. 180507 [Compensation for Unrepresented Employees]

Thanks for the review.

John Carroll

Assistant Clerk Board of Supervisors San Francisco City Hall, Room 244 San Francisco, CA 94102 (415) 554-4445

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Office of the Mayor San Francisco



Mark Farrell Mayor

TO: Angela Cal FROMS Mayor Farr RE: Compensat DATE: May 15, 20

Angela Calvillo, Clerk of the Board of Supervisors Mayor Farrell Compensation for Unrepresented Employees May 15, 2018

Attached for introduction to the Board of Supervisors is an 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 working schedules and other terms and conditions of employment and methods of payment effective July 1, 2018.

I respectfully request that this item be calendared in Government Audit & Oversight Committee on May 30, 2018.

Should you have any questions, please contact Andres Power (415) 554-5168.

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1 DR. CARLTON B. GOODLETT PLACE, ROOM 200 SAN FRANCISCO, CALIFORNIA 94102-4681 TELEPHONE: (415) 554-6141