File	No.	180512

Committee Item No.	18
Board Item No.	17

## COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST							
Committee: _Gove Board of Superviso	ernment Audit and Oversigors Meeting:	<u>ht</u> Date: Date:					
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Budge Youth Introd Depar MOU Grant Subco Contra	ution ance ative Digest et and Legislative Analys Commission Report uction Form tment/Agency Cover Let Information Form Budget ontract Budget act/Agreement 126 – Ethics Commission	ter and/or Re	port				
OTHER							
	Memo - May 11, 2018 roller's Costing Letter - Ju rral FYI - May 21, 2018	ne 7, 2018					
Prepared by: John Carroll Prepared by: John Carroll Date: June 7, 2018 Date: June 11, 2018							

[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.

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

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

Section 1. The Board of Supervisors hereby adopts and implements Amendment No. 1 to the 2014-2019 Memorandum of Understanding ("MOU") 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.

Amendment No. 1 to the MOU so implemented is on file with the Clerk of the Board of Supervisors in Board File No. 180512.

Section 2. The Board of Supervisors hereby authorizes the Department of Human Resources to make non-substantive ministerial or administrative corrections to the MOU.

Section 3. Effective Date. This ordinance shall become effective upon enactment. 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

Mayor Farrell BOARD OF SUPERVISORS

Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM: DENNIS J. HERRERA, CitynAttorney

Ву:

Chief Labor Attorney

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Mayor Farrell BOARD OF SUPERVISORS

Page 2

## AMENDMENT No. 1 TO THE 2014-2019 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO

### THE CITY AND COUNTY OF SAN FRANCISCO AND

### THE TRANSPORT WORKERS' UNION, AFL-CIO LOCAL 250-A

**AUTOMOTIVE SERVICE WORKERS (7410)** 

The parties hereby agree to amend the Memorandum of Understanding to add Appendix B, Union Access to New Employees Program, as a new Appendix, subject to approval by the San Francisco Board of Supervisors. Appendix B is attached to this Amendment and incorporated by reference.

Date: 5/2/16

Micki Callahan
Human Resources Director

Date: 5/2/16

Carol Isen
Employee Relations Director

APPROVED AS TO FORM:
Date: 5/2/18

Katharine Hobin Porter

FOR THE CITY

FOR THE UNION

Date: 4-30-18

Pete Wilson

TWU, Local 250-A (Auto Service Workers

Bigned for lete Wilson

Chief Labor Attorney

Page 1 of 7

4/30/2018

### APPENDIX B

### UNION ACCESS TO NEW EMPLOYEES PROGRAM

### L. Purpose

The purpose of this agreement is to memorialize the rights and obligations of the City and the Union in accordance with CA Government Code Sections 3555-3559, through the creation of a single, City-wide Union Access to New Employees Program applicable to all City Agencies and all City Employee Unions.

### II. Notice and Access

A. The City shall provide the Union written notice of, and access to, new employee orientations (hereinafter NEOs) as set forth below. It is the City's policy that NEOs are mandatory for all newly-hired employees. It is the City's intent that NEOs take place as promptly as possible after the first day of employment. Within thirty (30) calendar days of the start of employment, newly-hired employees will be scheduled to attend the next available NEO. NEOs shall be scheduled during an employee's regularly scheduled, paid time. In the event that a newly-hired employee's regular schedule is outside of a scheduled NEO, the Department may make a one-time adjustment to the employee's work schedule in order to accommodate this requirement.

In the event an employee does not attend the NEO that the employee was scheduled to attend, said employee will be automatically enrolled to attend the next available NEO. If the employee does not attend the subsequently scheduled NEO, the Union NEO Coordinator may contact the Departmental NEO coordinator to arrange a meeting with the employee pursuant to Section F., below.

B. <u>Application: New employees include, but are not limited to, newly-hired employees whose positions are permanent, temporary, full-time, part-time, per diem, seasonal, provisional, or as-needed.</u>

### C. Notice

- Single Point of Contact: The Union agrees to provide the City with a single point of contact (hereinafter, Union NEO Coordinator) and the City agrees to provide the Union with a single point of contact for each Department (hereinafter, Departmental NEO Coordinator), which will be updated by the City and the Union on an as-needed basis.
- 2. Notice of Schedule: For any NEO that takes place on a regular, recurring schedule, the sponsoring Department shall be responsible for providing annual notice to the Union. For NEOs that are not offered on a regular, recurring schedule, the sponsoring Department shall provide no less than ten

4/30/2018

Page 2 of 7

- (10) business days' notice. Said notices shall be provided by email, to the Union NEO Coordinator. This requirement shall apply to all NEOs in which City personnel provide newly-hired employees with information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters.
- 3. Notice of Enrollment: Notice shall include a list of new employees represented by the Union scheduled to attend the NEO. If practical, the City agrees to provide additional identifying information including, but not limited to, classification and department. Six months from enactment, in the event the City is unable to provide classification and department information in the Notice of Enrollment, the Union can reopen this Agreement for the sole purpose of meeting and conferring over the identifying information provided in this Section II.C.3 Notice of Enrollment. Said meeting and conferring shall not be subject to the impasse procedures in Government Code Section 3557. The Department sponsoring the NEO shall provide the foregoing information no less than five (5) business days prior to the NEO taking place. The Department will make best efforts to notify the Union NEO Coordinator of any last-minute changes. Onboarding of individual employees for administrative purposes is excluded from this notice requirement.
- D. Citywide and Departmental NEOs: New employees in those Departments identified in Attachment A shall attend a citywide NEO, sponsored by the Department of Human Resources. This citywide NEO shall take place at minimum on a monthly basis. Departments identified in Attachment B will conduct respective Departmental NEOs. At the City's discretion, Departments may be added to or removed from either Attachment A or Attachment B. For the citywide NEO, DHR will adhere to the Department notice requirements in Section C., above. The City will provide the Union with thirty (30) calendar days' notice prior to moving a Department from Attachment A to B, or vice versa. Every City Department shall be listed on either Attachment A or Attachment B.
- E. Access and Presentation: At all NEOs, the Union shall be afforded thirty (30) minutes to meet with represented new employees who are present, unless the Union's Memorandum of Understanding (MOU) provides for more than thirty (30) minutes. The right of the Union to meet with newly-hired employees is limited to only those employees whose classifications fall within the Union's bargaining unit. The City shall ensure privacy for the Union's orientation, and it shall take place without City representatives present. This requirement can be met by providing either a private room or a portion of a room with sufficient distance from other activities in the room to limit disruption. The Department responsible for scheduling the NEO shall be responsible for including Union presentations on the agenda. The Union's presentation shall occur prior to any meal break, and will not be conducted during a scheduled break time. One (1) of the Union's representatives may be a Union member designated by the Union. Such member(s) shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for

Page 3 of 7 4/30/2018

- in the MOU, the Union may request release of a Union-designated member to attend the NEO. Release time shall not be unreasonably withheld. Said request shall be made to the Employee Relations Division no less than three (3) business days in advance of the scheduled NEO. The Union agrees to limit its presentation to only those matters stated in Section H., below.
- F. Alternate Procedures: In the event the Union identifies one or more new employees who did not attend the Union's presentation as described in Section E., above, the Union may contact the Departmental NEO coordinator to schedule a mutually-agreeable fifteen (15) minute time slot for the Union to meet privately with the new employee(s). If the number of such identified employees is five (5) or more at a particular location, the Union NEO Coordinator and Departmental NEO Coordinator will work together to schedule a mutually agreeable thirty (30) minute time slot for the private meeting. One (1) of the Union's representatives may be a Union member designated by the Union, and such member shall be released to attend under the terms and conditions specified in the MOU. If not otherwise provided for in the MOU, the Union may request release of a Union-designated member as provided for in Section E., above. This alternate procedure shall also apply to any employee who has promoted or transferred into the bargaining unit.
  - 1. The Union NEO Coordinator shall coordinate with the new employee(s) referenced in the preceding paragraph and the Departmental NEO Coordinator to schedule a fifteen (15) minute meeting during normally scheduled hours, which shall not be during employee's break or meal period, for the Union representative(s) to meet privately with, and provide materials and information to, the new employee(s). City representatives shall not be present during said meeting. The Union agrees to limit its presentation to only those matters stated in Section H., below.
  - 2. In the event the proposed time cannot be accommodated, the Union NEO Coordinator and the Departmental NEO Coordinator shall work together to find a mutually agreeable time within ten (10) business days of the Union's request.
  - 3. Department of Elections: Any new employee of the Department of Elections who is classified as Temporary Exempt (Category 16), whose duration of appointment is one (1) pay period or less, and works on an as-needed work schedule will receive written materials provided by the Union in lieu of attending a Citywide or Departmental NEO, a private meeting with the Union as provided for in Section F., above, or a Periodic Union Orientation as provided for in Section G., below.
- G. Process for Periodic Union Orientations: By mutual agreement, the Union NEO Coordinator and the Departmental NEO Coordinator may schedule periodic thirty (30) minute Union orientations. Periodic Union orientations may be scheduled on an every-other-month, quarterly, or other basis.

Page 4 of 7 4/30/2018

The following Departments shall maintain existing Union orientation arrangements:

Department of Emergency Management: Sheriff's Department; and Police

Department.

The 311 Customer Service Call Center shall maintain existing practice with respect to Union access to 311 Customer Service Agent Training.

H. Union Orientation Presentations: The Union agrees to limit its presentation to a general introduction to its organization, history, by-laws, and benefits of membership. The Union agrees not to engage in campaigning on behalf of an individual running for public elected office and ballot measures during the NEO, or other topics that would be considered beyond general discussion on the benefits of Union membership.

### III. Data Provisions

Subject to the limitations contained in CA Government Code Section 3558, the City shall provide the Union with all required information on newly-hired employees to the extent it is made available to the City. In addition, within ten (10) business days of the conclusion of each NEO, the City agrees to provide the Union with a stand-alone report containing a list of employees, including classification code and division, who were scheduled to, but did not attend each NEO.

### IV. Hold Harmless

The Union agrees to hold the City harmless for any disputes that arise between the Union and any new employee over application of this Agreement.

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4/30/2018

## ATTACHMENT A

Adult Probation

Arts Commission

Asian Art Museum

Airport Commission

Board of Supervisors

Office of Economic & Workforce

Development

California Academy of Sciences

Child Support Services

Children, Youth and Their Families

City Attorney's Office

City Planning Department

Civil Service Commission

Commission on the Status of Women

Department of Building Inspection

Department of Environment

**Department of Elections** 

**Department of Homelessness** 

Department of Human Resources

Department of Police Accountability

Department of Technology

District Attorney's Office

**Ethics Commission** 

Fine Arts Museum

Fire Department (Non-Sworn)

General Services Agency

Health Service System

**Human Rights Commission** 

Juvenile Probation Department

Library

Mayor's Office

Office of the Assessor-Recorder

Office of the Controller

Office of the Treasurer/Tax Collector

Port of San Francisco

Public Defender's Office

Rent Arbitration Board

SF Children and Families Commission

SF Employees' Retirement System

War Memorial & Performing Arts

## ATTACHMENT B

Airport
Department of Emergency Management
Department of Public Health
San Francisco Public Works
Human Services Agency

Municipal Transportation Agency Public Utilities Commission Recreation & Parks Department Police Department (Non-Sworn)

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4/30/2018

## 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 Board

**Board 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

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

1<sup>st</sup> Hearing – June 19, 2018 2<sup>nd</sup> 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 Calvillo

Clerk 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

rben kosenneia

Controller

CC:

Carol Isen, ERD

Harvey Rose, Budget Analyst

## Attachment A

	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	7	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
		•	,	1	,,	•	
	Union Detail						
	Official Detail						
<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		710,000		5,920,000
	Uniform Allowance Bilingual Premium		710,000 280,000		710,000 280,000		710,000 280,000
	Emergency Childcare		50,000		50,000		50,000
	Union Total	\$	17,580,000	\$	32,470,000	\$	49,200,000
		·	, , , , , , , , , , , , , , , , , , , ,	•	, ,	•	,,
			E1 ( 5540 + 40		T1 . 00 . 0		
180505	Municipal Executives' Association - Fire		FY 2018-19		FY 2019-20	ــــــ	FY 2020-21
	Wages Wage-Related Fringe Benefits	\$	. 70,000	\$	140,000	\$	210,000
	Training and Education		10,000 10,000		20,000 40,000		40,000 60,000
	Separation Wellness		0,000		40,000		00,000
	Holiday Pay		0		0		0
	Tuition Reimbursement		10,000		10,000		10,000
	Union Total	\$	100 000	¢	210 000	¢	320,000

Union Total

10,000 100,000 \$

210,000 \$

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 C		210,000	10,000		10,000
	Union Total	\$	425,000	\$ 435,000	\$	745,000
180508/	Union of American Physicians and Dentists, Unit 17 and Ur	nit 18	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		U Covers Two
	Wage-Related Fringe Benefits		1,000	1,000	Yea	rs Only
	Union Total	\$	5,000	\$ 5,000		
180511	Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28	87				
100311		·)		 No Cost		
	Revised employee orientation process			No Cost		
180512	Transport Workers' Union, Local 250-A - Automotive Service	e Worke	rs (7410)			
	Revised employee orientation process			 No Cost		
180513	Crafts Coalition	· · · · · · · · · · · · · · · · · · ·		 		
	Revised employee orientation process			No Cost		
180514	International Fed. of Prof. and Technical Engineers, Local 2	21	FY 2018-19			
	Wages	\$	80,000	MOU Covers	One	Year Only
	Wage-Related Fringe Benefits		20,000			
	Union Total	l \$	100,000	 · · · · · · · · · · · · · · · · · · ·		
	Onion rotal	Ψ				
180507	Compensation for Unrepresented Employees		FY 2018-19	 		
	Wages	\$	220,000	MOU Covers	One	Year Only
	Wage-Related Fringe Benefits		60,000			
	Union Tota	1 \$	280,000			

### 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.

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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.

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# 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.

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