



City and County of San Francisco Summary of Tentative Agreement

Below is a summary and highlights of the terms of the MOU reached between IFPTE Local 21 and the City and County of San Francisco. Any terms that were not modified remain in effect.

BARGAINING PRIORITIES

Term: July 1, 2019 through June 30, 2022

Wage Increases:

Over term of the Agreement, there will be a compounded 11.47% cost of living adjustment for all classifications---the largest gain in wages in over a decade.

Year 1	3.0% effective July 1, 2019 1.0% effective December 28, 2019
Year 2*	3.0% effective July 1, 2020 0.5% effective December 26, 2020
Year 3*	3.0% effective July 1, 2021 0.5% effective January 8, 2022

** Years 2 and 3 have timing triggers, which state that if the City faces a \$200 million or more deficit, each of our base wage adjustments would be delayed by approximately six (6) months.*

Floating Holidays:

An increase from four (4) floating holidays to a total of five (5) days. The number of hours that can be accumulated has also increased from 64 hours to 80 hours annually. New employees can now use these days on day one of employment.

Employee Development Fund (EDF):

A total increase in the fund to \$1 million, from \$750,000, per fiscal year. Funds will now be released two times per year, in equal parts, in July and January. Language was rearranged to make clear that Departments cannot make employees use funds for mandated trainings or certificates.

Exempt/Temporary Employees (PEX/TEX):

A joint Union and City committee was established to review and identify improperly exempted positions, which should be transitioned to permanent civil service positions. For the first time ever Exempt employees under Charter Category 18 (project based) have the option of severance pay or a non-binding hearing if they are released early. Severance is one week of pay for every year of service up to a maximum of nine (9) weeks.



Sub- Contracting Work:

Extends period for review of proposed contracts by an additional 14 days. New language creates a process for knowledge transfer, covering contracts that the city engages in for specialized skills. The Union and the City will identify opportunities to train and transfer knowledge to Local 21 members.

Retirement & Health Benefits:

We maintained our excellent health and retirement benefits. An attempt by the City and County to shift costs of our dental benefits to workers was defeated.

Non-Discrimination:

The City will make all reasonable efforts to ensure that Local 21 members complete an implicit bias training before June 30, 2022. The City will also reserve 125 spots for Local 21 members for the two-day in-person implicit bias training, at no cost. Supervisory employees will have priority for the in-person implicit bias training, and Departments will designate which employees should take the training.

Language has been added to our contract barring discrimination due to the exercise of employees' union rights. Non-discrimination language was also updated to list more current protected categories.

A sub-committee of the Union/City Relations Committee was established on Diversity, Equity, and Inclusion that will meet quarterly and discuss issues such as: training needs, recruitment, retention, promotional opportunities, and barriers to employment. The City will also make available annual reports on discipline, probationary releases, and performance improvement plans, and upon mutual agreement, provide additional reports on workforce demographics. The City agrees to continue offering the Government Alliance on Race and Equity (GARE) program.

The Union also defeated the City's attempt to remove protections from our contract, including the City's demand to remove reference to the 1964 Civil Rights Act.

SALARY/PREMIUMS/CERTIFICATES/DIFFERENTIALS

Automobile Allowance:

Employees in the specified classes shall be eligible for mileage reimbursement in accordance with current IRS mileage rates in addition to an automobile allowance, with proof of driver's license and insurance.



Bilingual Pay:

Employees who are certified and assigned to perform bilingual services will receive a guaranteed premium of \$60 per pay period. Employees will no longer have to track hours and will not be required to recertify more than once per year.

Construction Inspectors:

Employees in class 6318 serving as Resident Engineers shall receive a 5% premium, increased from 3%.

Extended Ranges:

The following classifications have been added to the eligible list:

- IS Business Analyst- Principal (1054)
- IS Programmer Analyst- Principal (1064)
- Equal Opportunity Programs Senior Specialist (1231)
- Training Officer (1232)
- Public Relations Officer (1314)
- Principal Administrative Analyst II (1825)
- Industrial Engineer (5209)
- Chief Surveyor (5216)
- Principal Environmental Specialist (5644)
- Senior Industrial Hygienist (6139)
- District Attorney Investigative Assistant (8132)
- Legal Assistant (8173)
- Feasibility Analyst, Port (9377)
- Senior Property Manager Port (9386)

Geotechnical Premium:

This premium has been expanded to include Geotechnical Engineers with appropriate geotechnical license in 5207, 5241, 5211, and 5212 classes.

Purchasing Manager Certification Premium:

This premium will now also be available to those who hold a Professionals in Supply Management (CPSM) certificate issued by the Institute of Supply Management.

Supervisory Differential:

New language allows the Appointing Officer to adjust the supervisor's salary to be above the salary of the employee supervised when the supervisor's salary is less than one full step over the salary of the supervised employee. Salaries are evaluated without extra pay.



SALARY AND WAGE RANGE ADJUSTMENTS

Deputy-Sealer of Weights and Measures:

Classification 6222 Deputy-Sealers of Weights and Measures shall receive a one-time wage adjustment of 5.04% to base wages.

Engineering Series:

Over term of the Agreement, there will be 2.0% in increases to the base wages for 5201 Junior Engineers, 5203 Assistant Engineers, 5207 Associate Engineers, 5241 Engineers, 5211 Senior Engineer/Architect/Landscape Architects, 5212 Principal Engineer/Architect/Landscape Architects, 5209 Industrial Engineers, 5214 Building Plans Engineers, 5218 Structural Engineers, 5219 Senior Structural Engineers, 5174 Administrative Engineers, 5502 Project Manager I, 5504 Project Manager II, 5506 Project Manager III, and 5508 Project Manager IV. These increases will be in addition to the cost of living adjustments for all classifications.

Year 1	1.0% effective July 1, 2019
Year 2	1.0% effective July 1, 2020

Human Resources Analyst Series:

Over term of the Agreement, there will be 1.0% in increases to the base wages for 1249 Human Resources Trainees, 1241 Human Resources Analysts, 1244 Senior Human Resources Analysts, and 1246 Principal Human Resources Analysts. These increases will be in addition to the cost of living adjustments for all classifications.

Year 2	0.5% effective July 1, 2020
Year 3	0.5% effective July 1, 2021

Supervising Chemists and Biologists:

Over term of the Agreement, there will be 7.5% in increases to the base wages for 2488 Supervising Chemists and 2485 Supervising Biologists. These increases will be in addition to the cost of living adjustments for all classifications.

Year 1	3.75% effective July 1, 2019
Year 2	3.75% effective July 1, 2020

Surveyor Series:

Over term of the Agreement, there will be 1.0% in increases to the base wages for 5301 Survey Assistant I, 5312 Survey Assistant II, and 5314 Survey Associate. These increases will be in addition to the cost of living adjustments for all classifications.

Year 1	0.5% effective July 1, 2019
Year 2	0.5% effective July 1, 2020



BENEFITS

Airport Employee Commute Program:

This program will continue for the term of the contract for San Francisco International Airport (SFIA) employees. SFIA employees who relinquish their free parking pass will be eligible for a monthly allowance on a first come first serve basis. Employee participation is voluntary, and parking passes will be reissued if employees wish to opt-out of the program.

Educational Leave:

Educational leave has been expanded to include Physician Assistants (2218).

Jury Pay:

Clarified that Local 21 is entitled to leave with pay for jury duty that falls on a work day. Prior notice to a supervisor and written proof is required. Employees must decline payment for jury duty from the courts. Graveyard, swing, and weekend shifts will not be mandatory when serving jury duty. If an employee may have mid-day jury service, the employee will coordinate in advance with their supervisor about whether and when to report to work.

Legal Holiday and Paid Status:

One small clarification to the existing parameters for employees not eligible for holiday compensation has been added. Persons on leave without pay status immediately preceding or immediately following the legal holiday will not be eligible for holiday compensation.

Non-Z or L Compensatory Time:

Effective July 1, 2019 employees covered by this policy will have a cap of 120 hours for their comp time balances, and shall not be able to accrue more than 120 hours of comp time in a fiscal year.

Severance:

In the event of layoff, employees shall receive one (1) week of severance pay for each full year worked up to a max of 12 weeks, in exchange for a signed release. Severance shall be repaid by the employee if the employee retires within two (2) years of accepting the severance.

Sick Leave Ordinance:

San Francisco's Paid Sick Leave Ordinance has been waived for employees covered under our contract. In exchange for the waiver, the floating holidays were expanded and made available to employees upon hire. Ultimately, there is no impact to any covered employees.



MISCELLANEOUS

Gender Pronouns:

Gender pronouns in the contract have been removed and replaced with gender-neutral titles.

Grievance Procedures:

The scope of a grievance in our contract has been formally expanded to include an appeal from a suspension or disciplinary discharge. All timelines will now be counted as calendar days instead of working days. Union grievances and City responses to grievances at various steps must now include more specific details and reasoning. Claims for monetary relief will now extend 30 days prior to the grievance instead of 20 in most cases, and both court reporters and arbitrators shall have longer windows to submit their final work product.

Personnel Files:

The right to seal records of disciplinary actions will not apply to discipline for violation of the City's Equal Employment Opportunity policies.

Reasonable Accommodations:

Reasonable accommodation decisions can be appealed to the HR Director or through the Union grievance process, but not both.

Substance Abuse:

Employees who are subject to required testing under the regulations of the US Department of Transportation are not covered under the policy. Testing requirements of 'post-accident' or 'reasonable suspicion' remain. Screening levels for controlled substances have been adjusted to industry thresholds allow for cheek-swab testing, as the concern of the city is whether an employee is impaired while on the job.

Tech Hire Program:

This program is no longer a pilot, it is permanent. Further, the Union/City meetings about the program will occur twice a year.

Union Security:

Changes have been made to the section to bring it in line with changes in the law. All requests made to the City pertaining to Union deductions from pay will come from the Union, and any employee requests for changes should be directed towards the Union.



Paperless Pay Policy:

Employees can request paper copies of their paychecks on a one-time or ongoing basis. Previously this request required that an employee lack computer access before being eligible for a paper version.

Additional TAs do not modify existing benefits but rather “clean up” or clarify existing language in the following sections:

Retirement Restoration Payment, Savings Clause, Legal Holiday and Paid Status, Standby Pay, Night Duty, Salary Steps for IT Classes, Salary Steps Plan & Salary Adjustment, Miscellaneous Retirement Improvement, Safety Retirement, Data on Representation, Local 21 Represented Classifications.