

BOARD of SUPERVISORS



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## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, GAO Committee, Board of Supervisors

DATE: September 23, 2020

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of Understanding – September 2020

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on September 15, 2020:

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. 201045 [Memorandum of Understanding - San Francisco Fire Fighters Local 798, Unit 1]

**Ordinance adopting and implementing the Second Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Association Local 798, Unit 1, to defer wage increases currently set for Fiscal Year 2020-2021, extend the term by two years, and set wages for the additional term.**

File No. 201046 [Memorandum of Understanding - San Francisco Fire Fighters Local 798, Unit 2]

**Ordinance adopting and implementing the Third Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Association Local 798, Unit 2, to defer wage increases currently set for Fiscal Year 2020-2021, extend the term by two years, and set wages for the additional term.**

File No. 201047 [Memorandum of Understanding - Municipal Executives Association]

**Ordinance adopting and implementing the First Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to update the grievance procedures.**

File No. 201048 Memorandum of Understanding - Municipal Executives Association - Fire]

**Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Fire, to defer wage increases currently set for Fiscal Year 2020-2021, extend the term by two years, and set wages for the additional term.**

File No. 201049 [Memorandum of Understanding - Municipal Executives Association - Police]

**Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Police, to defer wage increases currently set for Fiscal Year 2020-2021, amend the retention premium provisions, extend the term by two years, and set wages for the additional term.**

File No. 201050 [Memorandum of Understanding and Settlement of Grievances - Police Officers Association]

**Ordinance adopting and implementing the Tentative Agreement between the City and County of San Francisco and the San Francisco Police Officers Association (“POA”), including: (1) adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA, to defer wage increases currently set for Fiscal Year 2020-2021, amend the retention premium provisions, amend the 10B overtime provisions, extend the term by two years, and set wages for the additional term; and (2) approving settlement of two grievances filed by the POA against the City, for a not to exceed amount of \$359,613.87; the grievances were filed on March 25, 2020, and June 29, 2020, and involve compensation disputes under the Memorandum of Understanding.**

File No. 201051 [Memorandum of Understanding - Service Employees International Union, Local 1021]

**Ordinance adopting and implementing the Second Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021 (Miscellaneous) to update the work study provisions.**

File No. 201052 [Memorandum of Understanding - Service Employees International Union Local 1021: Staff & Per Diem Nurses]

**Ordinance adopting and implementing the First Amendment to the 2019-2022 Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021: Staff & Per Diem Nurses, to make administrative amendments to the overtime provisions.**

File No. 201053 [Compensation for Unrepresented Employees]

**Ordinance amending Ordinance No. 106-20 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, 2020.**

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

1 [Memorandum of Understanding - Municipal Executives Association - Police]

2 **Ordinance adopting and implementing the First Amendment to the 2018-2021**  
3 **Memorandum of Understanding between the City and County of San Francisco and the**  
4 **Municipal Executives Association - Police, to defer wage increases currently set for**  
5 **Fiscal Year 2020-2021, amend the retention premium provisions, extend the term by**  
6 **two years, and set wages for the additional term.**  
7

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

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

16 Section 1. The Board of Supervisors hereby adopts and implements the First  
17 Amendment to the 2018-2021 Memorandum of Understanding (“MOU”) between the City and  
18 County of San Francisco and the Municipal Executives Association – Police, to defer wage  
19 increases currently set for fiscal year 2020-2021, amend the retention premium provisions,  
20 extend the term by two years, and set wages for the additional term.

21 The First Amendment to the MOU so implemented is on file with the Clerk of the Board  
22 of Supervisors in Board File No. \_\_\_\_\_.

23 Section 2. The Board of Supervisors hereby authorizes the Department of Human  
24 Resources to make non-substantive ministerial or administrative corrections to the MOU.  
25



**AMENDMENT NO. 1  
TO THE 2018-2021 MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO  
AND  
MUNICIPAL EXECUTIVES' ASSOCIATION  
POLICE  
August 6, 2020**

The parties hereby agree to amend the Memorandum of Understanding as follows, subject to approval by the San Francisco Board of Supervisors and ratification by the Municipal Executives' Association – Police:

**ARTICLE III: PAY, HOURS AND BENEFITS**

**III.A. WAGES**

57. Employees shall receive the following base wage increases:

July 1, 2018 – 3%  
July 1, 2019 – 3%

**57a. The City and the Association had previously negotiated the following:**

- 1.** Effective July 1, 2020, represented employees will receive a base wage increase of 2%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021.
- 2.** **The City and the Association agree that subsection (1) above is superseded, and the wage increase of 2% originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.**

**57b. The City and the Association had previously negotiated the following:**

- 1.** Effective January 1, 2021, represented employees will receive a base wage increase of 1%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on January 1, 2021, will be delayed by six (6) months and be effective close of business June 30,

2021.

2. The City and the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 is deferred to the close of business on June 30, 2023.

57c. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.

57d. Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2022-2023 that exceeds \$200 million, then the base wage adjustment due on July 1, 2022, will be delayed by approximately six (6) months, to be effective on January 7, 2023.

Parity

57e. The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the First Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

**ARTICLE III: PAY, HOURS AND BENEFITS**

**III.C. RETENTION PAY**

- 65. Employees who possess an intermediate POST certificate or higher and have completed the requisite years of service as a sworn member of the Department or Airport Bureau shall receive the following retention pay:
- 66. Effective July 1, 2018, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
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23	2%
30	Additional 4% (6% total)

**66a. The City and the Association had previously negotiated the following:**

67. 1. Effective July 1, 2020, eligible employees shall receive the following retention pay, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the increase in retention pay on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
10	1%
15	Additional 2% (3% total)
20	Additional 2% (5% total)
25	Additional 2% (7% total)

**2. The City and the Association agree that the effective date in subsection (1) above is superseded, and the effective date of the retention pay premium due in the pay period including January 1, 2021 shall be deferred until the close of business June 30, 2022.**

68. Eligibility for retention pay is subject to the following conditions and limitations:
- a. ~~employees must have worked and continue to work (regular paycode ‘WK’) not less than seventeen hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period;~~
  - a. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and
  - b. employees must have a POST intermediate certificate or higher.
69. Retention pay shall be included for purposes of retirement benefit calculations and contributions as permitted by the Charter. It is the parties’ understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

**ARTICLE III: PAY, HOURS AND BENEFITS**

**III.S. RETIREMENT BENEFITS**



**Retirement Restoration Payment**

**111a. For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage and premium pay increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:**

- **2% deferred from December 26, 2020 through the close of business June 30, 2022;**
- **1% deferred from the close of business June 30, 2021 through the close of business June 30, 2023; and**
- **Retention pay deferred from December 26, 2020 through the close of business June 30, 2022.**

**111b. Restoration payments constitute pensionable compensation, to the maximum extent permissible under the Charter.**

**111c. As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.**

**ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT**

**V.C. DURATION OF AGREEMENT**

146. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, ~~2021~~2023.

**FOR THE CITY**

9/12/2020

Date: \_\_\_\_\_

**FOR THE ASSOCIATION**

9/13/2020

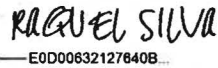
Date: \_\_\_\_\_



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Carol Isen  
Employee Relations Director

DocuSigned by:



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Raquel Silva  
Executive Director

*APPROVED AS TO FORM:*

DENNIS J. HERRERA  
City Attorney



9/14/2020

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Katharine Hobin Porter  
Chief Labor Attorney

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**MUNICIPAL EXECUTIVES' ASSOCIATION  
POLICE**

**July 1, 2017 – June 30, 20213**

**Revised per Amendment #1 to FY 2018-2021 MOU**

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**ARTICLE I: REPRESENTATION**

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered members, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

**I.A. RECOGNITION**

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the bargaining units listed below:

P-3-0 0390 Chief of Police  
0395 Assistant Chief of Police  
0400 Deputy Chief  
0401 Deputy Chief 2  
0402 Deputy Chief 3  
0488 Commander, Police Department  
0489 Commander II  
0490 Commander III

4. Recognition shall only be extended to individual jobcodes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

**I.B. NO STRIKE PROVISION**

5. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike,

cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

**I.C. MANAGEMENT RIGHTS**

6. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
8. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

**I.D. GRIEVANCE PROCEDURES**

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
10. A grievance is any dispute that involves the interpretation or application of a specific provision of this Agreement. Grievances may be filed only by the Association. In the event that an employee or a group of employees elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the employee(s) will be held in abeyance pending the employee's election of remedies. If an employee or group of employees elects another remedy the grievance shall be deemed withdrawn.
11. A grievance must include the following:
  - a. The basis and date of the grievance as known at the time of submission;
  - b. The section(s) of the Agreement allegedly violated;
  - c. The remedy or solution sought.
12. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the

information is provided. If the Association does not provide the information within 30 calendar days of request, the grievance, or the portion to which the requested information is not supplied, is deemed withdrawn.

#### Time Limits

13. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.
14. For purposes of this grievance procedure, a “day” is defined as a “business day,” unless expressly stated as a calendar day. A business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

#### Steps of the Procedure

15. Except for grievances involving multiple employees or the Chief of Police, all grievances must be initiated at Step 1 of the grievance procedure.
16. A grievance affecting more than one employee shall be filed with the Chief of Police. A grievance initiated on behalf of the Chief of Police shall be filed with the Employee Relations Director. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
17. Step 1: The Association shall submit the grievance in writing to the grievant’s immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
18. Step 2: If the grievance is not resolved at Step 1, the Association, on behalf of the individual grievant, may appeal to the Chief of Police, in writing, within ten (10) days of receipt of the Step 1 response. The Chief of Police may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The Chief of Police shall respond in writing within twenty (20) days of the meeting or receipt of the grievance, whichever is later.
19. Step 3: If the grievance is not resolved at Step 2, the Association may appeal to the Employee Relations Director (“Director”), in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.



20. Step 4: If the grievance is not resolved at Step 3, the Association may submit the grievance to arbitration within twenty (20) days of receipt of the Step 3 response. Only the Association may submit a grievance to arbitration.

#### Selection of the Arbitrator

21. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service (“SMCS”) or the American Arbitration Association (“AAA”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
22. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

#### Authority of the Arbitrator

23. The arbitrator shall have no power or authority to: alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code; or add to, ignore, modify or amend the terms of this Agreement.
24. Notwithstanding any other provisions of this Agreement, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

#### Fees and Expenses of Arbitrator

25. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

#### Hearing Dates and Date of Award

26. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.

#### Monetary Relief

27. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater

entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

Failure to Respond

28. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

**I.E. OFFICIAL REPRESENTATIVES**

29. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate units, and to participate in the discussions, deliberations and decisions at such meetings.

**I.F. ASSOCIATION SECURITY**

Authorization for Deductions

30. The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

Dues Deductions

31. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
32. No later than nine working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, jobcode (rank), department number, and the amount deducted.

33. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, jobcode (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
34. The above information shall be provided by the City at no cost to the Association.
35. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

36. The City and the Association agree that discriminating against or harassing employees, including sworn and non-sworn employees, applicants, or persons providing services to the City by contract, because of their actual or perceived race, color, creed, religion, sex/gender, sexual orientation, gender identity, gender expression, national origin, ancestry, physical or mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, military and veteran status, political affiliation or opinion, Association membership or nonmembership, Association activity, or other protected category under the law, is prohibited. This paragraph shall not restrict any City or Department rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
37. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. If the City offers more than one administrative remedy, e.g., grievance or EEO complaint process, the Association and the employee shall elect only one. That election is irrevocable. This paragraph shall not foreclose an affected employee from electing any administrative or statutory remedy provided by law.
38. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Article I, Section D of this Agreement.

### **II.B. AMERICANS WITH DISABILITIES ACT**

39. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with applicable federal, state and local disability anti-discrimination laws. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such laws. The City reserves the right to take any action necessary to comply therewith.

### **II.C. EMPLOYMENT STATUS**

40. It is recognized, understood and agreed that employees in jobcodes (ranks) assigned to bargaining units covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

### **II.D. SEVERANCE PAY**

41. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the

Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.

A. In providing pay in lieu of notice under paragraph (1) above, if a represented employee has permanent civil service status in a position and returns to that position upon involuntary release from the position represented by the Association, the employee shall receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of position from which he or she is being released and the pay in the underlying permanent civil service position to which the employee reverts.

42. 2. In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Except as provided in Section II.D.3 below, employees who elect severance shall receive one week's severance pay for each full year worked, up to a maximum of twenty (20) weeks. Where the employee electing severance is the Chief of Police, he or she shall receive a minimum of two months' severance pay. In exchange for severance pay, the employee must provide a release signed by the employee and the Association of any and all claims arising out of the employee's employment or termination of employment (including claims arising under this Agreement) that the employee or the Association may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall also 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 Section II.D
43. 3. Payment of severance is dependent upon approval of 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.
44. 4. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the Police Department for two years from the date of release.

## **II.E. PERSONNEL FILES**

45. The City shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in an employee's master personnel file without the employee having acknowledged notice of the adverse comments on the face of the document prior to placement in the files. However, the City may place an adverse comment in an employee's file, if after reading the document the employee refuses to sign it. The City shall note the refusal to sign on that document, and the employee must sign or initial the notation. Employees may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Chief of Police originating from other sources directly related to their job performance.
46. Other than employees and their representatives authorized under paragraph 45 above, only persons authorized by the Chief of Police or his/her designee may review an employee's master personnel file.
47. This section regarding employee access and authorized review applies to materials contained in Department files of Internal Affairs Division and EEO Division cases classified as improper conduct after the Chief determines to proceed with disciplinary action. All other access to the files at Internal Affairs Division and EEO Division must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction.
48. This section does not waive employee rights under either the Public Safety Officers Procedural Bill of Rights Act or applicable provisions of the California Evidence and Penal Codes relating to the confidentiality, authorized review, and disclosure of peace officer personnel records.

## **II.F. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS**

49. It is agreed that a complainant's Department of Police Accountability ("DPA") complaint form shall be released to the complainant upon request.
50. Notwithstanding any other provision of this Agreement, if a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to the hearing and upon seventy-two (72) hours' advance notice, shall have access to all evidence not deemed to be confidential pursuant to the Police Commission rules. Access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
51. Review and receipt of evidence shall be permitted only after the requesting party and his or her representative has executed a confidentiality statement approved by the Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.

52. Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the DPA in matters that are not sustained, as well as in those matters which are disposed of by the Chief of Police and do not result in a Police Commission hearing. These reports shall be available for public review and disclosure. These reports shall not contain the name(s) of the complainant(s) nor of the charged officer(s) nor contain any information which would: (a) deprive a person of the right to a fair trial or an impartial adjudication; (b) disclose investigative techniques and procedures deemed confidential by the Police Commission; (c) disclose confidential information when disclosure is prohibited by any law; (d) endanger the life or physical safety of any person, including but not limited to, law enforcement personnel; or (e) result in an unnecessary invasion of the personal privacy of an individual.
53. The DPA, in conjunction with the Police Commission, shall develop procedures which may utilize face-to-face dispute resolution in appropriate cases. Use of these procedures will be voluntary and subject to the veto power of the DPA for the complainant or the affected employee.
54. Disputes regarding this section shall be resolved by utilization of existing rules and regulations and shall not be subject to the grievance and arbitration procedure contained in this Agreement.

## **ARTICLE III: PAY, HOURS AND BENEFITS**

### **III.A. WAGES**

55. Established wage rate differentials between covered job-codes (ranks) and the highest paid Deputy Chief rank shall be maintained for the duration of this Agreement, exclusive of the additional 4% in wages received by the Deputy Chiefs on July 1, 2007 pursuant to the 2007-2011 POA P-2B MOU, Article III.2.A. Overtime.
56. The City shall continue to implement a merit pay based recognition program. Subject to the recommendation and approval of the Police Commission for the Police Chief and subject to the approval of the Police Chief for the other represented job-codes (ranks), merit pay base annual adjustments may be awarded to an employee ranging from 0% to 5% of an employee's base annual salary.
57. Employees shall receive the following base wage increases:
- July 1, 2018 – 3%  
July 1, 2019 – 3%

#### **57a. The City and the Association had previously negotiated the following:**

1. Effective July 1, 2020, represented employees will receive a base wage increase of 2%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021.
2. **The City and the Association agree that subsection (1) above is superseded, and the wage increase of 2% originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.**

#### **57b. The City and the Association had previously negotiated the following:**

1. Effective January 1, 2021, represented employees will receive a base wage increase of 1%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on January 1, 2021, will be delayed by six (6) months and be effective close of business June 30, 2021.
2. **The City and the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 is deferred to the close of business on June 30,**



2023.

57c. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.

57d. Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2022-2023 that exceeds \$200 million, then the base wage adjustment due on July 1, 2022, will be delayed by approximately six (6) months, to be effective on January 7, 2023.

Parity

57e. The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the First Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

**III.B. PEACE OFFICER STANDARDS TRAINING (POST) CERTIFICATE PREMIUM**

58. Effective July 1, 2018, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:

- Employees possessing an intermediate POST certificate shall receive a 5% premium by appointment to the intermediate rank below.
- Employees possessing an advanced POST certificate shall receive a 7% premium by appointment to the advanced rank below.

59. Effective July 1, 2019, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:

- Employees possessing an intermediate POST certificate shall receive a 6% premium by appointment to the intermediate rank below.
- Employees possessing an advanced POST certificate shall receive an 8% premium by appointment to the advanced rank below.

<u>Rank</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Commander	0488	0489	0490
Deputy Chief	0400	0401	0402

60. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees compensated as noted above. This premium shall be included for purposes of retirement benefit calculations and contributions in compliance with the Charter.
61. Employees who obtain sufficient education and experience to meet the minimum qualifications of the ranks containing a POST certificate requirement shall be appointed to such ranks within thirty (30) days after they present to the appointing officer evidence that they possess the POST certification required for the rank.
62. It is the mutual understanding of the City and the Association that the compensation attached to those ranks for which a POST certificate is required is not an increase in the general rate of remuneration for the ranks or position of 0488 or 0400 within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.
63. Should any retiree or other party initiate litigation challenging this mutual interpretation, and the mutual intent of these parties, and seek to obtain an adjustment of allowances for any Police Department retirees pursuant to the Charter of the City and County based upon this Agreement, the Association shall cooperate with the defense of such claims by the City and County.
64. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by a court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an adjustment of their allowances as a result of the establishment of these ranks, then the Agreement that created these ranks and set a new base rate for such ranks to be included within the rate of remuneration for pension calculation purposes shall be null and void, and shall cease immediately. If such a judgment issues, the parties further hereby agree that the base pay rate and premium of each appointee to these ranks shall retroactively revert to the then current base rate of pay and to the premium eligibility provided by the Agreement prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such employees as if this Agreement had never been in effect. Provided, however, that if such a recalculation should occur, no employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies that he or she received between the effective date of appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meet and confer to reach agreement on alternative benefits.

### **III.C. RETENTION PAY**

65. Employees who possess an intermediate POST certificate or higher and have completed the requisite years of service as a sworn member of the Department or Airport Bureau shall receive the following retention pay:

66. Effective July 1, 2018, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
23	2%
30	additional 4% (6% total)

**66a. The City and the Association had previously negotiated the following:**

67. **1.** Effective July 1, 2020, eligible employees shall receive the following retention pay, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the retention pay on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
10	1%
15	additional 2% (3% total)
20	additional 2% (5% total)
25	additional 2% (7% total)

**2. The City and the Association agree that the effective date in subsection (1) above is superseded, and the effective date of the retention pay premium due in the pay period including January 1, 2021 shall be deferred until the close of business June 30, 2022.**

68. Eligibility for retention pay is subject to the following conditions and limitations:

~~a. employees must have worked and continue to work (regular paycode 'WKP') not less than seventeen hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period;—~~

~~ba.~~ employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and

~~eb.~~ employees must have a POST intermediate certificate or higher.

69. Retention pay shall be included for purposes of retirement benefit calculations and contributions as permitted by the Charter. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

### **III.D. ACTING ASSIGNMENT PAY**

70. Represented employees assigned by the Chief of Police to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7.5%) additional compensation above the employee's base rate of pay subject to all of the following conditions:
71. 1. The assignment shall be in writing.
72. 2. The position to which the employee is assigned must be a budgeted position.
73. 3. The employee is assigned to perform the duties of a higher job-code (rank) for longer than ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.
74. 4. If a represented employee qualifies for acting assignment pay for thirty (30) or more consecutive working days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent (7.5%) increase already received.
75. Requests for classification or reclassification review shall not be governed by this provision.
76. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

### **III.E. METHOD OF CALCULATION**

77. 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.

### **III.F. WORK SCHEDULES**

#### Regular Work Day

78. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.

#### Regular Work Week

79. 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 day period.

### **III.G. EXECUTIVE LEAVE**

80. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
81. Any new hires in job-codes (ranks) covered by this Agreement shall cash-out any accumulated compensatory time-off at their former base rate of pay upon appointment to a job-code (rank) covered by this Agreement.
82. Covered employees are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.

#### Executive Leave

83. Employees covered by Safety P-3-0 shall receive five days of paid executive leave per year. Executive leave may not be carried over into subsequent fiscal years and may not be cashed-out.

### **III.H. HOLIDAYS**

84. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (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)
85. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
86. In addition, 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.
87. The City shall accommodate religious belief or observance of employees as required by law.

88. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the Appointing Officer in the current fiscal year.

### **III.I. FLOATING HOLIDAYS**

89. Four (4) additional floating holidays may 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. No compensation of any kind shall be earned or granted for floating days off not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

### **III.J. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

90. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

### **III.K. HOLIDAYS THAT FALL ON A SATURDAY**

91. 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 said public offices may serve the public. Those employees who work on a Friday which 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.

### **III.L. IN-LIEU HOLIDAY**

92. In-Lieu Holidays must be taken within the fiscal year earned.

### **III.M. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

93. 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.

94. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he 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 such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

### **III.N. VACATION**

95. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

### **III.O. SICK LEAVE**

96. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.
97. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

### **III.P. COMMANDERS' WELLNESS PROGRAM**

98. In recognition that Commanders were able to participate in the annual wellness program while covered under the P-2B Memorandum of Understanding, the City shall continue to provide a wellness program for Commanders as follows:
99. 1. Commanders must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours.
100. 2. Once a Commander has established their core bank of sick leave hours, they shall be entitled to an annual conversion of sick leave hours for cash out payment under the following conditions. If a Commander utilizes thirty (30) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to fifty (50) hours accrued during that fiscal year. If a Commander utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.
101. 3. Payment of the cash out shall take place on annual basis on the pay period closest to June 1 for each remaining fiscal year of this Agreement.

102. 4. The aforesaid payments shall not be considered as part of a Commander's salary for the purpose of computing retirement benefits or retirement contributions.

### **III.Q. PILOT WELLNESS PROGRAM**

103. The City shall continue the pilot "wellness program." Any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph. The pilot "wellness incentive program" shall sunset on June 30, 2019.
104. The amount of this payment shall be equal to two percent (2%) of sick leave balances earned but unused at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, as described by CSC rules, shall not be included in this computation.

Example of calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness incentive=2 ½ % for each year of service x 20 years of service=40%

40% x 500 hours=200 hours

200 hours x \$25.00 (base salary rate at time of separation)=\$5,000

105. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.
106. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

### **III.R. HEALTH AND DENTAL INSURANCE**

#### Health and Dental Coverage

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



108. Health and dental benefits, including flexible spending (“cafeteria”) benefits, will be equivalent to those offered to members of the Municipal Executives’ Association (“MEA”) Miscellaneous bargaining unit.

Hepatitis B Vaccine

109. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.

Annual Tuberculosis Screening

110. The City shall provide, at its cost, annual tuberculosis screening for employees.

**III.S. RETIREMENT BENEFITS**

111. Employees shall pay their own retirement contributions in accordance with the Charter requirements. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.

**Retirement Restoration Payment**

- 111a. For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage and premium pay increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:**

- **2% deferred from December 26, 2020 through the close of business June 30, 2022;**
- **1% deferred from the close of business June 30, 2021 through the close of business June 30, 2023; and**
- **Retention pay deferred from December 26, 2020 through the close of business June 30, 2022.**

- 111b. Restoration payments constitute pensionable compensation, to the maximum extent permissible under the Charter.**

- 111c. As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.**

**III.T. UNIFORMS**

112. Employees shall receive as part of their regular rate of pay one thousand one hundred dollars (\$1,100) per year as an annual uniform allowance.
113. Employees shall be responsible for the maintenance, care, repair and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear. This responsibility includes maintenance, care, repair, and replacement of normal business attire worn for work.
114. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department in General Order 10.01.
115. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of clothing. The annual uniform allowance is provided specifically for employees to purchase the above listed standard uniform items. Employees shall, at all times, maintain a sufficient quantity and quality of uniform items to meet uniform and grooming standards at all times.
116. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

### **III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK**

117. Subject to the approval of the Chief of Police or his/her designee, the Q-63 Director of Forensic Services, shall be compensated one-and-one-half (1.5) times the base rate of pay for hours worked in excess of the employee's normal work schedule when performing work in which a third party, non-City agency (i.e., person, corporation, firm or organization) is reimbursing the department for the cost of such services.

### **III.V. PARENTAL RELEASE TIME**

118. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
119. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to 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.
120. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by the City at

the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

121. Denial of Parental Leave under this section is not subject to the grievance process.

## **ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

### **IV.A. POLICE COMMAND STAFF TRAINING FUND**

122. The City will contribute ten thousand dollars (\$10,000) annually to a Police Command Staff Training Fund for the exclusive use of employees covered under this Agreement. The Chief of Police will determine the allocation of this fund. Any unused funds shall not carry forward to the next fiscal year.
123. This section shall not be subject to the grievance procedure.

#### **Paid Status During Training**

124. When the Chief of Police assigns employees in this bargaining unit to attend required training, the employee shall suffer no loss of pay.

### **IV.B. JOINT COMMITTEE ON DOJ IMPLEMENTATION**

125. The parties shall work cooperatively to implement industry best practices in policing. To this end, the parties agree to establish a joint Committee to support full implementation of police reform measures as recommended by the October 2016 U.S. Department of Justice, Community Oriented Policing Services report titled Collaborative Reform Initiative: An Assessment of the San Francisco Police Department (DOJ COPS Report). The Committee shall be comprised of four members: two representatives from the Police Department and two representatives from the Association. The Committee shall meet monthly unless otherwise agreed to by the parties. The Committee shall disband on June 30, 2021.
126. The Committee shall be allocated \$200,000 for fiscal year 2018-2019 for the purpose of providing employee training and technical assistance for employees. The sole purpose of these funds shall be to support training and technical assistance for full implementation of the DOJ COPS Report recommendations. The Chief of Police shall make the final determination on the expenditure of the funds, and shall take in to consideration recommendations from the Joint Committee before making said determination.
127. The City, in its sole discretion, may allocate additional training and technical assistance funds not to exceed \$200,000 per fiscal year, for fiscal years 2019-2020 and 2020-2021. Unexpended funds in any fiscal year shall not roll over to the following fiscal year.
128. Nothing in this section shall be subject to the grievance procedure.

### **IV.C. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY**

129. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide “Paperless Pay” Policy. This policy will apply to all City employees, regardless of start date.
130. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
131. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
132. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
133. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
134. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
135. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.
136. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

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

## **ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT**

### **V.A. SCOPE**

#### **Scope Of Agreement Meet and Confer Responsibility During the Term of The Agreement**

138. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
139. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as provided for in this article, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
140. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
141. During the term of this Agreement disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall be subject to the impasse procedures as provided in Charter Section A8.590-5(g).
142. Pursuant to the provisions of the Meyers-Miliias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
143. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this Agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

144. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

**V.B. SAVINGS CLAUSE**

145. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

**V.C. DURATION OF AGREEMENT**

146. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, ~~2024~~2023.





**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**MUNICIPAL EXECUTIVES' ASSOCIATION  
POLICE**

**July 1, 2017 – June 30, 2023**

**Revised per Amendment #1 to FY 2018-2021 MOU**

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**ARTICLE I: REPRESENTATION**

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered members, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

**I.A. RECOGNITION**

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the bargaining units listed below:

P-3-0 0390 Chief of Police  
0395 Assistant Chief of Police  
0400 Deputy Chief  
0401 Deputy Chief 2  
0402 Deputy Chief 3  
0488 Commander, Police Department  
0489 Commander II  
0490 Commander III

4. Recognition shall only be extended to individual jobcodes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

**I.B. NO STRIKE PROVISION**

5. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike,

cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

**I.C. MANAGEMENT RIGHTS**

6. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
8. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

**I.D. GRIEVANCE PROCEDURES**

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
10. A grievance is any dispute that involves the interpretation or application of a specific provision of this Agreement. Grievances may be filed only by the Association. In the event that an employee or a group of employees elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the employee(s) will be held in abeyance pending the employee's election of remedies. If an employee or group of employees elects another remedy the grievance shall be deemed withdrawn.
11. A grievance must include the following:
  - a. The basis and date of the grievance as known at the time of submission;
  - b. The section(s) of the Agreement allegedly violated;
  - c. The remedy or solution sought.
12. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the

information is provided. If the Association does not provide the information within 30 calendar days of request, the grievance, or the portion to which the requested information is not supplied, is deemed withdrawn.

#### Time Limits

13. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.
14. For purposes of this grievance procedure, a “day” is defined as a “business day,” unless expressly stated as a calendar day. A business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

#### Steps of the Procedure

15. Except for grievances involving multiple employees or the Chief of Police, all grievances must be initiated at Step 1 of the grievance procedure.
16. A grievance affecting more than one employee shall be filed with the Chief of Police. A grievance initiated on behalf of the Chief of Police shall be filed with the Employee Relations Director. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
17. Step 1: The Association shall submit the grievance in writing to the grievant’s immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
18. Step 2: If the grievance is not resolved at Step 1, the Association, on behalf of the individual grievant, may appeal to the Chief of Police, in writing, within ten (10) days of receipt of the Step 1 response. The Chief of Police may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The Chief of Police shall respond in writing within twenty (20) days of the meeting or receipt of the grievance, whichever is later.
19. Step 3: If the grievance is not resolved at Step 2, the Association may appeal to the Employee Relations Director (“Director”), in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

20. Step 4: If the grievance is not resolved at Step 3, the Association may submit the grievance to arbitration within twenty (20) days of receipt of the Step 3 response. Only the Association may submit a grievance to arbitration.

#### Selection of the Arbitrator

21. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service (“SMCS”) or the American Arbitration Association (“AAA”) provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
22. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

#### Authority of the Arbitrator

23. The arbitrator shall have no power or authority to: alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code; or add to, ignore, modify or amend the terms of this Agreement.
24. Notwithstanding any other provisions of this Agreement, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

#### Fees and Expenses of Arbitrator

25. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

#### Hearing Dates and Date of Award

26. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.

#### Monetary Relief

27. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater



entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

Failure to Respond

28. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

**I.E. OFFICIAL REPRESENTATIVES**

29. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate units, and to participate in the discussions, deliberations and decisions at such meetings.

**I.F. ASSOCIATION SECURITY**

Authorization for Deductions

30. The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

Dues Deductions

31. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
32. No later than nine working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, jobcode (rank), department number, and the amount deducted.

33. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, jobcode (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
34. The above information shall be provided by the City at no cost to the Association.
35. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

## **ARTICLE II: EMPLOYMENT CONDITIONS**

### **II.A. NON-DISCRIMINATION**

36. The City and the Association agree that discriminating against or harassing employees, including sworn and non-sworn employees, applicants, or persons providing services to the City by contract, because of their actual or perceived race, color, creed, religion, sex/gender, sexual orientation, gender identity, gender expression, national origin, ancestry, physical or mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, military and veteran status, political affiliation or opinion, Association membership or nonmembership, Association activity, or other protected category under the law, is prohibited. This paragraph shall not restrict any City or Department rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
37. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. If the City offers more than one administrative remedy, e.g., grievance or EEO complaint process, the Association and the employee shall elect only one. That election is irrevocable. This paragraph shall not foreclose an affected employee from electing any administrative or statutory remedy provided by law.
38. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Article I, Section D of this Agreement.

### **II.B. AMERICANS WITH DISABILITIES ACT**

39. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with applicable federal, state and local disability anti-discrimination laws. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such laws. The City reserves the right to take any action necessary to comply therewith.

### **II.C. EMPLOYMENT STATUS**

40. It is recognized, understood and agreed that employees in jobcodes (ranks) assigned to bargaining units covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

### **II.D. SEVERANCE PAY**

41. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the

Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.

A. In providing pay in lieu of notice under paragraph (1) above, if a represented employee has permanent civil service status in a position and returns to that position upon involuntary release from the position represented by the Association, the employee shall receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of position from which he or she is being released and the pay in the underlying permanent civil service position to which the employee reverts.

42. 2. In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Except as provided in Section II.D.3 below, employees who elect severance shall receive one week's severance pay for each full year worked, up to a maximum of twenty (20) weeks. Where the employee electing severance is the Chief of Police, he or she shall receive a minimum of two months' severance pay. In exchange for severance pay, the employee must provide a release signed by the employee and the Association of any and all claims arising out of the employee's employment or termination of employment (including claims arising under this Agreement) that the employee or the Association may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall also 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 Section II.D
43. 3. Payment of severance is dependent upon approval of 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.
44. 4. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the Police Department for two years from the date of release.

## **II.E. PERSONNEL FILES**

45. The City shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in an employee's master personnel file without the employee having acknowledged notice of the adverse comments on the face of the document prior to placement in the files. However, the City may place an adverse comment in an employee's file, if after reading the document the employee refuses to sign it. The City shall note the refusal to sign on that document, and the employee must sign or initial the notation. Employees may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Chief of Police originating from other sources directly related to their job performance.
46. Other than employees and their representatives authorized under paragraph 45 above, only persons authorized by the Chief of Police or his/her designee may review an employee's master personnel file.
47. This section regarding employee access and authorized review applies to materials contained in Department files of Internal Affairs Division and EEO Division cases classified as improper conduct after the Chief determines to proceed with disciplinary action. All other access to the files at Internal Affairs Division and EEO Division must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction.
48. This section does not waive employee rights under either the Public Safety Officers Procedural Bill of Rights Act or applicable provisions of the California Evidence and Penal Codes relating to the confidentiality, authorized review, and disclosure of peace officer personnel records.

#### **II.F. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS**

49. It is agreed that a complainant's Department of Police Accountability ("DPA") complaint form shall be released to the complainant upon request.
50. Notwithstanding any other provision of this Agreement, if a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to the hearing and upon seventy-two (72) hours' advance notice, shall have access to all evidence not deemed to be confidential pursuant to the Police Commission rules. Access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
51. Review and receipt of evidence shall be permitted only after the requesting party and his or her representative has executed a confidentiality statement approved by the Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.

52. Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the DPA in matters that are not sustained, as well as in those matters which are disposed of by the Chief of Police and do not result in a Police Commission hearing. These reports shall be available for public review and disclosure. These reports shall not contain the name(s) of the complainant(s) nor of the charged officer(s) nor contain any information which would: (a) deprive a person of the right to a fair trial or an impartial adjudication; (b) disclose investigative techniques and procedures deemed confidential by the Police Commission; (c) disclose confidential information when disclosure is prohibited by any law; (d) endanger the life or physical safety of any person, including but not limited to, law enforcement personnel; or (e) result in an unnecessary invasion of the personal privacy of an individual.
53. The DPA, in conjunction with the Police Commission, shall develop procedures which may utilize face-to-face dispute resolution in appropriate cases. Use of these procedures will be voluntary and subject to the veto power of the DPA for the complainant or the affected employee.
54. Disputes regarding this section shall be resolved by utilization of existing rules and regulations and shall not be subject to the grievance and arbitration procedure contained in this Agreement.

## **ARTICLE III: PAY, HOURS AND BENEFITS**

### **III.A. WAGES**

55. Established wage rate differentials between covered job-codes (ranks) and the highest paid Deputy Chief rank shall be maintained for the duration of this Agreement, exclusive of the additional 4% in wages received by the Deputy Chiefs on July 1, 2007 pursuant to the 2007-2011 POA P-2B MOU, Article III.2.A. Overtime.
56. The City shall continue to implement a merit pay based recognition program. Subject to the recommendation and approval of the Police Commission for the Police Chief and subject to the approval of the Police Chief for the other represented job-codes (ranks), merit pay base annual adjustments may be awarded to an employee ranging from 0% to 5% of an employee's base annual salary.
57. Employees shall receive the following base wage increases:
- July 1, 2018 – 3%  
July 1, 2019 – 3%
58. The City and the Association had previously negotiated the following:
1. Effective July 1, 2020, represented employees will receive a base wage increase of 2%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021.
  2. The City and the Association agree that subsection (1) above is superseded, and the wage increase of 2% originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.
59. The City and the Association had previously negotiated the following:
1. Effective January 1, 2021, represented employees will receive a base wage increase of 1%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on January 1, 2021, will be delayed by six (6) months and be effective close of business June 30, 2021.
  2. The City and the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 is deferred to the close of business on June 30, 2023.

60. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective on January 8, 2022.
61. Effective July 1, 2022, represented employees will receive a base wage increase of 3.0%, except that if the March 2022 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2022-2023 that exceeds \$200 million, then the base wage adjustment due on July 1, 2022, will be delayed by approximately six (6) months, to be effective on January 7, 2023.

Parity

62. The parties agree that if any new general base wage increase is agreed to, granted or awarded to fifty percent plus one (50% plus 1) of employees covered by the Public Employee Committee of the San Francisco Labor Council during the twelve (12) months following the approval of the First Amendment to this 2018-2021 Agreement, which wage increase would apply in Fiscal Years 2020-2021, 2021-2022 or 2022-2023, then the City shall provide that general base wage increase to the members of this bargaining unit in the same amount and on the same effective date. This provision does not apply to any existing wage increases or agreement on deferral of any existing wage increases.

**III.B. PEACE OFFICER STANDARDS TRAINING (POST) CERTIFICATE PREMIUM**

63. Effective July 1, 2018, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:
- Employees possessing an intermediate POST certificate shall receive a 5% premium by appointment to the intermediate rank below.
  - Employees possessing an advanced POST certificate shall receive a 7% premium by appointment to the advanced rank below.
64. Effective July 1, 2019, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:
- Employees possessing an intermediate POST certificate shall receive a 6% premium by appointment to the intermediate rank below.
  - Employees possessing an advanced POST certificate shall receive an 8% premium by appointment to the advanced rank below.

<u>Rank</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Commander	0488	0489	0490



65. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees compensated as noted above. This premium shall be included for purposes of retirement benefit calculations and contributions in compliance with the Charter.
66. Employees who obtain sufficient education and experience to meet the minimum qualifications of the ranks containing a POST certificate requirement shall be appointed to such ranks within thirty (30) days after they present to the appointing officer evidence that they possess the POST certification required for the rank.
67. It is the mutual understanding of the City and the Association that the compensation attached to those ranks for which a POST certificate is required is not an increase in the general rate of remuneration for the ranks or position of 0488 or 0400 within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.
68. Should any retiree or other party initiate litigation challenging this mutual interpretation, and the mutual intent of these parties, and seek to obtain an adjustment of allowances for any Police Department retirees pursuant to the Charter of the City and County based upon this Agreement, the Association shall cooperate with the defense of such claims by the City and County.
69. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by a court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an adjustment of their allowances as a result of the establishment of these ranks, then the Agreement that created these ranks and set a new base rate for such ranks to be included within the rate of remuneration for pension calculation purposes shall be null and void, and shall cease immediately. If such a judgment issues, the parties further hereby agree that the base pay rate and premium of each appointee to these ranks shall retroactively revert to the then current base rate of pay and to the premium eligibility provided by the Agreement prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such employees as if this Agreement had never been in effect. Provided, however, that if such a recalculation should occur, no employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies that he or she received between the effective date of appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meet and confer to reach agreement on alternative benefits.

### **III.C. RETENTION PAY**

70. Employees who possess an intermediate POST certificate or higher and have completed the requisite years of service as a sworn member of the Department or Airport Bureau shall receive the following retention pay:

71. Effective July 1, 2018, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
23	2%
30	additional 4% (6% total)

72. The City and the Association had previously negotiated the following:

73. 1. Effective July 1, 2020, eligible employees shall receive the following retention pay, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the retention pay on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
10	1%
15	additional 2% (3% total)
20	additional 2% (5% total)
25	additional 2% (7% total)

2. The City and the Association agree that the effective date in subsection (1) above is superseded, and the effective date of the retention pay premium due in the pay period including January 1, 2021 shall be deferred until the close of business June 30, 2022.

74. Eligibility for retention pay is subject to the following conditions and limitations:

a. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and

b. employees must have a POST intermediate certificate or higher.

75. Retention pay shall be included for purposes of retirement benefit calculations and contributions as permitted by the Charter. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

### **III.D. ACTING ASSIGNMENT PAY**

76. Represented employees assigned by the Chief of Police to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7.5%) additional compensation above the employee's base rate of pay subject to all of the following conditions:
77. 1. The assignment shall be in writing.
78. 2. The position to which the employee is assigned must be a budgeted position.
79. 3. The employee is assigned to perform the duties of a higher job-code (rank) for longer than ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.
80. 4. If a represented employee qualifies for acting assignment pay for thirty (30) or more consecutive working days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent (7.5%) increase already received.
81. Requests for classification or reclassification review shall not be governed by this provision.
82. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

### **III.E. METHOD OF CALCULATION**

83. 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.

### **III.F. WORK SCHEDULES**

#### Regular Work Day

84. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.

#### Regular Work Week

85. 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 day period.

### **III.G. EXECUTIVE LEAVE**

- 86. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
- 87. Any new hires in job-codes (ranks) covered by this Agreement shall cash-out any accumulated compensatory time-off at their former base rate of pay upon appointment to a job-code (rank) covered by this Agreement.
- 88. Covered employees are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.

Executive Leave

- 89. Employees covered by Safety P-3-0 shall receive five days of paid executive leave per year. Executive leave may not be carried over into subsequent fiscal years and may not be cashed-out.

**III.H. HOLIDAYS**

- 90. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1 (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)

- 91. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
- 92. In addition, 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.
- 93. The City shall accommodate religious belief or observance of employees as required by law.

94. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the Appointing Officer in the current fiscal year.

### **III.I. FLOATING HOLIDAYS**

95. Four (4) additional floating holidays may 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. No compensation of any kind shall be earned or granted for floating days off not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

### **III.J. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE**

96. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

### **III.K. HOLIDAYS THAT FALL ON A SATURDAY**

97. 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 said public offices may serve the public. Those employees who work on a Friday which 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.

### **III.L. IN-LIEU HOLIDAY**

98. In-Lieu Holidays must be taken within the fiscal year earned.

### **III.M. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY**

99. 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.

100. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he 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 such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

### **III.N. VACATION**

101. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

### **III.O. SICK LEAVE**

102. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.
103. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

### **III.P. COMMANDERS' WELLNESS PROGRAM**

104. In recognition that Commanders were able to participate in the annual wellness program while covered under the P-2B Memorandum of Understanding, the City shall continue to provide a wellness program for Commanders as follows:
105. 1. Commanders must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours.
106. 2. Once a Commander has established their core bank of sick leave hours, they shall be entitled to an annual conversion of sick leave hours for cash out payment under the following conditions. If a Commander utilizes thirty (30) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to fifty (50) hours accrued during that fiscal year. If a Commander utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.
107. 3. Payment of the cash out shall take place on annual basis on the pay period closest to June 1 for each remaining fiscal year of this Agreement.

108. 4. The aforesaid payments shall not be considered as part of a Commander's salary for the purpose of computing retirement benefits or retirement contributions.

### **III.Q. PILOT WELLNESS PROGRAM**

109. The City shall continue the pilot "wellness program." Any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph. The pilot "wellness incentive program" shall sunset on June 30, 2019.
110. The amount of this payment shall be equal to two percent (2%) of sick leave balances earned but unused at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, as described by CSC rules, shall not be included in this computation.

Example of calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness incentive=2 ½ % for each year of service x 20 years of service=40%

40% x 500 hours=200 hours

200 hours x \$25.00 (base salary rate at time of separation)=\$5,000

111. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.
112. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

### **III.R. HEALTH AND DENTAL INSURANCE**

#### Health and Dental Coverage

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

114. Health and dental benefits, including flexible spending (“cafeteria”) benefits, will be equivalent to those offered to members of the Municipal Executives’ Association (“MEA”) Miscellaneous bargaining unit.

Hepatitis B Vaccine

115. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.

Annual Tuberculosis Screening

116. The City shall provide, at its cost, annual tuberculosis screening for employees.

**III.S. RETIREMENT BENEFITS**

117. Employees shall pay their own retirement contributions in accordance with the Charter requirements. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.

**Retirement Restoration Payment**

118. For employees who retire between December 26, 2020 and June 30, 2024, the City will provide restoration back pay for the following deferred wage and premium pay increases on regularly scheduled hours for the 12-month period that preceded the date of retirement:

- 2% deferred from December 26, 2020 through the close of business June 30, 2022;
- 1% deferred from the close of business June 30, 2021 through the close of business June 30, 2023; and
- Retention pay deferred from December 26, 2020 through the close of business June 30, 2022.

119. Restoration payments constitute pensionable compensation, to the maximum extent permissible under the Charter.

120. As an example, by way of illustration only, if an employee retires on June 30, 2021, the City would provide back pay to the employee for the period December 26, 2020 through June 30, 2021, in the amount of 2% on regularly scheduled hours. As another example, by way of illustration only, if an employee retires on June 30, 2022, the City would provide back pay to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.



### **III.T. UNIFORMS**

121. Employees shall receive as part of their regular rate of pay one thousand one hundred dollars (\$1,100) per year as an annual uniform allowance.
122. Employees shall be responsible for the maintenance, care, repair and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear. This responsibility includes maintenance, care, repair, and replacement of normal business attire worn for work.
123. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department in General Order 10.01.
124. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of clothing. The annual uniform allowance is provided specifically for employees to purchase the above listed standard uniform items. Employees shall, at all times, maintain a sufficient quantity and quality of uniform items to meet uniform and grooming standards at all times.
125. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

### **III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK**

126. Subject to the approval of the Chief of Police or his/her designee, the Q-63 Director of Forensic Services, shall be compensated one-and-one-half (1.5) times the base rate of pay for hours worked in excess of the employee's normal work schedule when performing work in which a third party, non-City agency (i.e., person, corporation, firm or organization) is reimbursing the department for the cost of such services.

### **III.V. PARENTAL RELEASE TIME**

127. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
128. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to 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.
129. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours

per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

130. Denial of Parental Leave under this section is not subject to the grievance process.

## **ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES**

### **IV.A. POLICE COMMAND STAFF TRAINING FUND**

131. The City will contribute ten thousand dollars (\$10,000) annually to a Police Command Staff Training Fund for the exclusive use of employees covered under this Agreement. The Chief of Police will determine the allocation of this fund. Any unused funds shall not carry forward to the next fiscal year.
132. This section shall not be subject to the grievance procedure.

#### **Paid Status During Training**

133. When the Chief of Police assigns employees in this bargaining unit to attend required training, the employee shall suffer no loss of pay.

### **IV.B. JOINT COMMITTEE ON DOJ IMPLEMENTATION**

134. The parties shall work cooperatively to implement industry best practices in policing. To this end, the parties agree to establish a joint Committee to support full implementation of police reform measures as recommended by the October 2016 U.S. Department of Justice, Community Oriented Policing Services report titled Collaborative Reform Initiative: An Assessment of the San Francisco Police Department (DOJ COPS Report). The Committee shall be comprised of four members: two representatives from the Police Department and two representatives from the Association. The Committee shall meet monthly unless otherwise agreed to by the parties. The Committee shall disband on June 30, 2021.
135. The Committee shall be allocated \$200,000 for fiscal year 2018-2019 for the purpose of providing employee training and technical assistance for employees. The sole purpose of these funds shall be to support training and technical assistance for full implementation of the DOJ COPS Report recommendations. The Chief of Police shall make the final determination on the expenditure of the funds, and shall take in to consideration recommendations from the Joint Committee before making said determination.
136. The City, in its sole discretion, may allocate additional training and technical assistance funds not to exceed \$200,000 per fiscal year, for fiscal years 2019-2020 and 2020-2021. Unexpended funds in any fiscal year shall not roll over to the following fiscal year.
137. Nothing in this section shall be subject to the grievance procedure.

### **IV.C. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY**

138. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide “Paperless Pay” Policy. This policy will apply to all City employees, regardless of start date.
139. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
140. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
141. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
142. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
  2. Switch from the direct deposit option to the pay card option, or vice versa;
  3. Obtain a new pay card the first time the employee’s pay card is lost, stolen or misplaced;
143. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
144. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30-days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.
145. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

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

## **ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT**

### **V.A. SCOPE**

#### **Scope Of Agreement Meet and Confer Responsibility During the Term of The Agreement**

147. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
148. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as provided for in this article, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
149. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
150. During the term of this Agreement disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall be subject to the impasse procedures as provided in Charter Section A8.590-5(g).
151. Pursuant to the provisions of the Meyers-Miliias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
152. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this Agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

153. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

**V.B. SAVINGS CLAUSE**

154. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

**V.C. DURATION OF AGREEMENT**

155. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2023.

**V.D. SIGNATURE PAGE**

In Witness Hereof, the parties have executed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2020.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Carol Isen  
Employee Relations Director

Date

\_\_\_\_\_  
Raquel Silva  
Municipal Executives' Association

Date

\_\_\_\_\_  
Micki Callahan  
Human Resources Director

Date

APPROVED AS TO FORM:  
DENNIS J. HERRERA  
City Attorney

\_\_\_\_\_  
Katharine Hobin Porter  
Chief Labor Attorney,  
City Attorney

Date





September 15, 2020

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

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

RE: **MOU Amendments and Unrepresented Employees Ordinance**

### **Background**

Due to the unexpected deterioration of the City's financial condition resulting from the COVID-19 pandemic, the Mayor asked all labor organizations representing City employees to consider deferring negotiated wage increases due in FY 2020-21 and FY 2021-22. Labor organizations representing sworn members of the Fire and Police departments agreed to engage in discussions with the Mayor's office, resulting in tentative agreements as described in this transmittal memo. The total savings to the General Fund for FY 2020-21 is \$12 million, FY 2021-22 is \$29 million and FY 2022-23 is \$11 million. The remainder of the City's labor organizations declined to engage in discussions. Other MOU amendments, unrelated to wage deferrals, are also included in the transmittal memo.

### **Enclosed are eight (8) MOU Amendments and one (1) Unrepresented Employees Ordinance Amendment**

1. Second Amendment to the Fire Fighters' Local 798, Unit 1, MOU (July 1, 2018 through June 30, 2021)
2. Third Amendment to the Fire Fighters' Local 798, Unit 2, MOU (July 1, 2018 through June 30, 2021)
3. First Amendment to the Municipal Executives' Association - Fire, MOU (July 1, 2018 through June 30, 2021)
4. First Amendment to the San Francisco Police Officers' Association MOU (July 1, 2018 through June 30, 2021), part of a Tentative Agreement with the SFPOA that also includes settlement of two pending grievances
5. First Amendment to the Municipal Executives' Association - Police, MOU (July 1, 2018 through June 30, 2021)
6. Amendment to the Unrepresented Employees Ordinance
7. First Amendment to the Municipal Executives' Association, Misc., MOU (July 1, 2019 through June 30, 2022)
8. First Amendment to the Service Employees International Union, Local 1021, Staff and Per Diem Nurses, MOU (July 1, 2019 through June 30, 2022)
9. Second Amendment to the Service Employees International Union, Local 1021, Misc., MOU (July 1, 2019 through June 30, 2022)

Please find enclosed for each MOU Amendment:

- 1 signed MOU Amendment
- 1 signed TENTATIVE AGREEMENT (SFPOA only)
- 1 signed ORDINANCE on redline paper
- 1 redline MOU
- 1 clean MOU

Please find enclosed for the Unrepresented Employees Ordinance Amendment:

- 1 Signed ORDINANCE on redline paper
- 1 Legislative Digest

## Summary of Changes

### 1. Fire Fighters' Local 798, Unit 1, MOU Amendment No. 2

- **Wages**
  - 3.00% General Wage increase due on December 26, 2020, split and deferred as follows:
    - 1.00% deferred until COB June 30, 2022.
    - 2.00% deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retirement Restoration** – Retiring employees will be eligible for up to 12 months of restoration back pay for the 1.00% general wage increase deferred from December 26, 2020 through COB June 30, 2022 and the 2% general wage increase deferred from December 26, 2020 through COB June 30, 2023. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to now expire on June 30, 2023.

### 2. Fire Fighters' Local 798, Unit 2, MOU Amendment No. 3

- **Wages**
  - 3.00% General Wage increase due on December 26, 2020, split and deferred as follows:
    - 1.00% deferred until COB June 30, 2022.
    - 2.00% deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retirement Restoration** – Retiring employees will be eligible for up to 12 months of restoration back pay for the 1.00% general wage increase deferred from December 26, 2020 through COB June 30, 2022 and the 2% general wage increase deferred from December 26, 2020 through COB June 30, 2023. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to now expire on June 30, 2023.

### 3. Municipal Executives' Association, Fire, MOU Amendment No. 1

- **Wages**
  - 3.00% General Wage increase due on December 26, 2020, split and deferred as follows:
    - 1.00% deferred until COB June 30, 2022.
    - 2.00% deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retirement Restoration** – Retiring employees will be eligible for up to 12 months of restoration back pay for the 1.00% general wage increase deferred from December 26, 2020 through COB June 30, 2022 and the 2.00% general wage increase deferred from December 26, 2020 through COB June 30, 2023. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to now expire on June 30, 2023.

### 4. San Francisco Police Officers' Association Tentative Agreement

#### A. MOU, Amendment No. 1

- **Wages**
  - 2.00% General Wage Increase due on December 26, 2020 deferred until COB June 30, 2022.
  - 1.00% General Wage Increase due on COB June 30, 2021 deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retention Pay**
  - Retention pay restructuring and increases due on December 26, 2020 deferred until COB June 30, 2022.
  - Eliminate 1,700 hours worked (WKP) eligibility requirement for retention pay.
- **Retirement Restoration** – Employees retiring between December 26, 2020 and June 30, 2024 will be eligible for up to 12 months of restoration back pay for the 2.00% general wage increase due on December 26, 2020, the 1.00% general wage increase due on COB June 30, 2020, and the retention pay increases due on December 26, 2020. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to expire on June 30, 2023.

- **10B Overtime** – Employees are ineligible to work 10B overtime assignments:
  - During hours in which an employee is regularly scheduled to work; or
  - If the employee took more than twenty hours of paid sick leave in last three months as reviewed on a quarterly basis (excluding sick leave for birth/adoption of a child or death of a close family member).

## **B. Grievances Settlement**

The City and SFPOA agreed, as part of the overall tentative agreement, to enter a settlement agreement to resolve two grievances related to the retention premium pay benefit under the MOU. Under the agreement, the City will provide back pay to Police Officers who claimed they were wrongfully denied retention pay premiums in an amount not to exceed \$359,613.87. This amount is based on known back pay for the period July 1, 2018 through June 30, 2020 in the amount of \$134,613.87, and estimated back pay through implementation of the amended MOU retention pay provision (estimated at October 30, 2020) not to exceed \$225,000. The City will also waive its claims for overpayment of retention pay benefits.

## **5. Municipal Executives' Association, Police, MOU Amendment No. 1**

- **Wages**
  - 2.00% General Wage Increase due on December 26, 2020 deferred until COB June 30, 2022.
  - 1.00% General Wage Increase due on January 1, 2021 deferred until COB June 30, 2023.
  - New 3.00% General Wage Increase due on July 1, 2021 with possible six-month deferral based on the Joint Report.
  - New 3.00% General Wage Increase due on July 1, 2022 with possible six-month deferral based on the Joint Report.
- **Retention Pay**
  - Retention pay restructuring and increases due on December 26, 2020 deferred until COB June 30, 2022.
  - Eliminate 1,700 hours worked (WKP) eligibility requirement for retention pay.
- **Retirement Restoration** – Employees retiring between December 26, 2020 and June 30, 2024 will be eligible for up to 12 months of restoration back pay for the 2.00% general wage increase due on December 26, 2020, the 1.00% general wage increase due on COB June 30, 2021, and the retention pay increases due on December 26, 2020. The intention of the Retirement Restoration program is to make whole those employees who retire during the deferral period so their pensions are not adversely affected by the deferral.
- **Term** – MOU extended two years to expire on June 30, 2023.

## **6. Amendment to the Unrepresented Employees Ordinance**

- **Wages** – Mayoral Classifications 0885 – 0905 shall not receive general wage increases in FY20-21

**7. Municipal Executives' Association, Misc. MOU Amendment No. 1**

- **Grievance Procedures** – The Association will be able to grieve discipline for permanent civil service employees who have passed probation. Currently, the Association may only appeal discipline through a hearing process set out in San Francisco Charter Sections A8.341 and A8.342.
- **Expedited Arbitration** – Expedited arbitration will be required for suspensions of 10 days or less. Each expedited arbitration hearing for five days suspension or less will last a maximum of two hours. Each expedited arbitration hearing for six through ten days suspension will last a maximum of four hours.
- **Arbitrators** – Amends list of arbitrators in Appendix B.

**8. Service Employees International Union, Local 1021, Staff and Per Diem Nurses, Amendment No. 1**

- **Overtime** - For employees working any other work schedules (e.g., part-time, 12 hour shifts), any time worked under proper authorization of the appointing officer by a nurse in excess of twelve (12) hours in a day or eighty (80) hours per payroll period shall be compensated at one-and-one-half (1-1/2) the base hourly rate which shall include shift differential if applicable.
- For informational purposes only, effective July 1, 2020, the Department of Human Resources administratively changed the status of classification 2830 Public Health Nurse from “Z” to “N.”

**9. Service Employees International Union, Local 1021, Misc., Amendment No. 2**

- **Work Training Program** – Employees in permanent civil service appointment may be approved with pay to attend accredited educational institutions for up to eight (8) hours in any one (1) week, to attend classes during regular working hours. Participants in the Work Training Program must attend an accredited educational institution approved by the Human Resources Director. Employees approved to participate may enroll in classes through the program for up to two (2) years. Effective July 1, 2021, the City shall transfer \$258,143 to the Union’s Work Training Program fund; this amount represents the balance remaining on June 30, 2019. Thereafter, the cost to the City of the Work Training Program shall not exceed \$200,000 per fiscal year. With the exception of the one-time balance transfer of unused Work Training Program funds on July 1, 2021, unused funds shall not be carried forward from fiscal year to fiscal year.

Thank you.

Enclosures

Angela Calvillo  
September 15, 2020  
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cc: Ben Rosenfield, Controller  
Micki Callahan, Human Resources Director  
Kelly Kirkpatrick, Mayor's Budget Director  
Sophia Kittler, Mayor's Liaison to the Board of Supervisors  
Members, Government, Audit and Oversight Committee  
John Carroll, Assistant Clerk, Board of Supervisors  
Brent Jalipa, Legislative Clerk, Board of Supervisors  
Katharine Hobin Porter, Chief Labor Attorney, City Attorney's Office  
File