

BOARD of SUPERVISORS



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MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Dean Preston, Chair
Government Audit and Oversight Committee

FROM: Jessica Perkinson, Assistant Clerk

DATE: June 3, 2022

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 7, 2022

The following file should be presented as a **COMMITTEE REPORT** at the Board Meeting on Tuesday, June 7, 2022. This item was acted upon at the Government Audit and Oversight Committee Meeting on Thursday, June 2, 2022, at 10:00 a.m., by the votes indicated.

Item No. 80 **File No. 220594**

Memorandum of Understanding - San Francisco Police Officers Association

Ordinance adopting and implementing the Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.

REFERRED WITHOUT RECOMMENDATION AS A COMMITTEE REPORT

Vote: Supervisor Connie Chan - Excused
Supervisor Rafael Mandelman - Aye
Supervisor Dean Preston - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy Director
Anne Pearson, Deputy City Attorney

File No. 220594

Committee Item No. 30

Board Item No. 80

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 2, 2022

Board of Supervisors Meeting:

Date: June 7, 2022

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU Amend No. 2 051322 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU FY2018-2023 Amend No. 2 - Redline Ver |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU FY2018-2023 Amend No. 2 - Clean Ver |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract / DRAFT Mills Act Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DHR Memo 051322</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MYR Lte 051722</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MOU 30 Day Waiver Request</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Presidential Memo - 30-day Waiver 051922</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>COB Referral Cost Analysis 052322</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>GAO Committee Report 052622</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>No BLA Rpt 052622</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DHR Bargaining Update Presentation 060222</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>CON Cost Analysis - File Nos. 220566-220598 060122.pdf</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Comment Ltrs</u> |

Prepared by: Jessica Perkinson

Date: May 25, 2022

Prepared by: Jessica Perkinson

Date: June 3, 2022

Prepared by: _____

Date: _____

1 [Memorandum of Understanding - San Francisco Police Officers Association]

2

3 **Ordinance adopting and implementing the Second Amendment to the 2018-2023**
4 **Memorandum of Understanding between the City and County of San Francisco and the**
5 **San Francisco Police Officers Association, to restore effective June 30, 2022, a**
6 **deferred one percent (1%) base wage increase originally due on July 1, 2020.**

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

11

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

13

14 Section 1. The Board of Supervisors hereby adopts and implements the Second
15 Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and
16 County of San Francisco and the San Francisco Police Officers Association, to restore
17 effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on
18 July 1, 2020.

19 The Second Amendment so implemented is on file with the Clerk of the Board
20 of Supervisors in Board File No. 220594.

21

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

24

25

1 Section 3. Effective Date. This ordinance shall become effective upon enactment.
2 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance
3 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of
4 Supervisors overrides the Mayor's veto of the ordinance.

5 APPROVED AS TO FORM:
6 DAVID CHIU, City Attorney

7 By: /s/
8 JONATHAN C. ROLNICK
9 Chief Labor Attorney

10 n:\labor\as2022\2200224\01601372.docx

AMENDMENT NO. 2
May 12, 2022
TO THE 2018-2023 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO POLICE OFFICERS' ASSOCIATION
UNITS P-1 AND P-2A

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

ARTICLE III – PAY, HOURS AND BENEFITS

Section 1. Wages

A. General Wage Increases:

178. Employees shall receive the following base wage increases:

July 1, 2018 – 3%
July 1, 2019 – 3%

The City and POA 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 POA agree that subsection (1) above is superseded, and the 2% raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 will be deferred to the close of business on June 30, 2022.

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

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.

Effective July 1, 2022, represented employees will receive a base wage increase of 3.00%, 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.

D. Salary Step Structure Revision

191a. Effective July 1, 2022, the step structure for the O2/Q3/Q4 Police Officer shall be revised as follows:

- **Current Step 1 will be struck.**
- **Current Step 2 will become the new Step 1.**
- **Current Step 3 will become the new Step 2.**
- **The midpoint between current Step 3 and 4 will become the new Step 3.**

Illustrations below based on the O2 rank prior to the application of any wage increases due on COB 6/30/22 or 7/1/22.

<u>6/30/2022</u>		<u>7/1/2022</u>	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
<u>1</u>	<u>\$92,560</u>	<u>1</u>	<u>\$97,188</u>
<u>2</u>	<u>\$97,188</u>	<u>2</u>	<u>\$101,988</u>
<u>3</u>	<u>\$101,988</u>	<u>3</u>	<u>\$106,600</u>
<u>4</u>	<u>\$111,202</u>	<u>4</u>	<u>\$111,202</u>
<u>5</u>	<u>\$116,766</u>	<u>5</u>	<u>\$116,766</u>
<u>6</u>	<u>\$122,434</u>	<u>6</u>	<u>\$122,434</u>
<u>7</u>	<u>\$128,778</u>	<u>7</u>	<u>\$128,778</u>

Section 4. Premiums

G. Retention Pay

236. 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:
237. 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)

238. The City and POA had previously negotiated the following:
239. 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 POA 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.

239a. Effective July 1, 2022, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
<u>5</u>	<u>2%</u>
<u>10</u>	<u>additional 1% (3% total)</u>
<u>15</u>	<u>additional 4% (7% total)</u>
<u>20</u>	<u>additional 2% (9% total)</u>
<u>25</u>	<u>additional 2% (11% total)</u>

FOR THE CITY

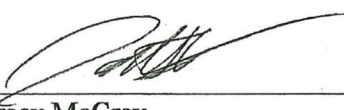
Date: 5/12/2022



Carol Isen *Arctis Graham*
Employee Relations Director

FOR THE UNION


Date: 5/12/2022



Tracy McCray
President

APPROVED AS TO FORM:

DAVID CHIU
City Attorney



Jonathan Rolnick
Chief Labor Attorney

5/18/22

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNITS P-1 AND P-2A

July 1, 2018 – June 30, 2023

Revised per Amendment #12

TABLE OF CONTENTS

ARTICLE I. REPRESENTATION..... 1

- Section 1. Recognition..... 1
- Section 2. No Work Stoppages..... 1
- Section 3. Management Authorities..... 2
- Section 4. Negotiation Responsibility..... 2
- Section 5. Grievance Procedure..... 3
- Section 6. Release Time for POA Representatives..... 5
- Section 7. Association..... 7
 - A. Payroll Deductions..... 7
 - B. Maintenance of Membership 7
 - C. Agency Fees..... 8
 - D. Indemnification 9
- Section 8. Bulletin Boards and Distribution of Materials..... 9
- Section 9. Lineups..... 9

ARTICLE II. EMPLOYMENT CONDITIONS..... 10

- Section 1. Non-Discrimination. 10
- Section 2. Disabilities. 10
- Section 3. Personnel Files..... 11
- Section 4. Rights of Individual Employees..... 12
- Section 5. Access to Records of Department of Police Accountability..... 12
- Section 6. Physical Fitness Program..... 13
- Section 7. Temporary Modified Duty Assignments. 13
- Section 8. Seniority List..... 13
- Section 9. Trading Privileges..... 13
- Section 10. Watch Sign-Up..... 14
- Section 11. Vacation Sign-Up..... 16
- Section 12. Filling Vacancies. 16
- Section 13. Non-Emergency Special Event Assignments. 16
- Section 14. Meals and Breaks During Demonstrations. 17
- Section 15. Courtesy Parking System for Court Attendance..... 18
- Section 16. District Station Parking..... 18
- Section 17. Code Book. 18
- Section 18. Employee Training Reimbursement Program. 18
- Section 19. Canine Ownership..... 18
- Section 20. Recruitment..... 19
 - A. Lateral Signing Bonus..... 19
 - B. Recruitment Committee 19
- Section 21. Sergeants Rotation Pilot Program..... 19
- Section 22. Health & Safety Committee..... 19
- Section 23. Substance Abuse Testing..... 20
 - A. Mandatory Testing..... 20
 - B. Reasonable Suspicion 21
 - C. Employee Responsibilities..... 21
 - D. Management Responsibilities and Guidelines 22

ARTICLE III. PAY, HOURS AND BENEFITS..... 23

Section 1.	Wages.....	23
	A. General Wage Increases:.....	23
	B. Probationary Period and Step Advancement	24
	C. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments	25
	<u>D. Salary Step Structure Revision.....</u>	<u>xx</u>
Section 2.	Overtime and Compensatory Time-Off.....	26
	A. Overtime	26
	B. Compensatory Time-Off.....	27
Section 3.	Holidays.....	28
Section 4.	Premiums.....	29
	A. Acting Assignment Pay (Like Pay for Like Work)	30
	B. Field Training and Training Unit Coordinator Pay.....	31
	C. Bomb Squad/SWAT Team Pay	31
	D. Specialist Pay	31
	E. Motorcycle Pay	31
	F. Peace Officer Standards Training (POST) Certificate Pay.....	32
	G. Retention Pay	33
	H. Experienced Officer Incentive Pay	34
	I. Night Shift Differential	35
	J. Bilingual Pay.....	35
Section 5.	Other Pays.....	35
	A. Canine Duty	35
	B. Standby Pay	36
	C. Call-Back Pay	36
	D. Court Appearance Pay and Administrative Hearings.....	36
Section 6.	Uniform and Clothing Allowance.....	38
Section 7.	Health and Dental Coverage.....	38
Section 8.	Retirement.....	40
Section 9.	Wellness Programs.....	42
Section 10.	Paid Sick Leave Ordinance.....	43
Section 11.	Emergency Child Care Reimbursement Pilot Program	43
Section 12.	Parental Release Time.....	43
Section 13.	Flexible Watch Assignment Committee	44
ARTICLE IV. SCOPE.....		45
Section 1.	Severability.....	45
Section 2.	Duration.....	45

DEFINITIONS

City	The City and County of San Francisco.
Association	The San Francisco Police Officers' Association.
Commission	The Police Commission of the City and County of San Francisco.
Day	Calendar day, unless otherwise specified.
Department	The San Francisco Police Department.
Charter	The Charter of the City and County of San Francisco.
Immediate Supervisor	The individual who immediately assigns, reviews, or directs the work of an employee.
Intermediate Supervisor	The next higher supervisor based on the organization pattern of the Department.
Employee	A full time peace officer within each classification listed in paragraph 1 herein, and used interchangeably with the word "officer."
Memorandum	This Memorandum of Understanding.
Watch	The period of time an employee is scheduled to be on duty.
Working Conditions	Wages, hours, benefits and other terms and conditions of employment, i.e., those matters within the scope of representation under the Meyers-Milias-Brown Act.

The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will read as if they accurately referenced the same sections in their codified form as of July 1, 2007.

PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the San Francisco Police Officers' Association (hereinafter referred to as the "Association") and the City and County of San Francisco (hereinafter referred to as the "City"), through the Office of the Mayor acting on behalf of the City and County of San Francisco, arrived at through good faith meeting and conferring pursuant to the Meyers-Milias-Brown Act and Charter Section A8.590-1, et. seq.

ARTICLE I. REPRESENTATION

Section 1. Recognition.

1. Pursuant to Government Code Section 3500, et. seq., the City recognizes the Association as the majority bargaining agent for sworn personnel of the San Francisco Police Department in the following bargaining units and classifications:

P-1 Police Rank and File

- Q-2 Police Officer
- Q-3 Police Officer II
- Q-4 Police Officer III
- Q-35 Assistant Inspector
- Q-36 Assistant Inspector II
- Q-37 Assistant Inspector III
- Q-50 Sergeant
- Q-51 Sergeant II
- Q-52 Sergeant III
- 0380 Inspector
- 0381 Inspector II
- 0382 Inspector III
- 0385 Crime Scene Investigations Manager
- 0386 Crime Scene Investigations Manager 2
- 0387 Crime Scene Investigations Manager 3

P-2A Police Supervisory

- Q-60 Lieutenant
- Q-61 Lieutenant II
- Q-62 Lieutenant III
- Q-80 Captain
- Q-81 Captain II
- Q-82 Captain III

2. The City's Employee Relations Director agrees not to implement under Administrative Code Section 16.210 any bargaining unit reassignment of the above listed classifications during the term of this Agreement.

Section 2. No Work Stoppages.

3. During the time this MOU is in force and effect, the Association and each member of its bargaining unit covenant and agree that she/he/it will not authorize, engage or participate in any strike, work slowdown or any form of work stoppage including but not limited to absenteeism, observing picket lines or any other form of sympathy strike.

ARTICLE I – REPRESENTATION

Section 3. Management Authorities.

4. The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the Police Department and its employees. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

Section 4. Negotiation Responsibility.

5. A. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in general orders or other 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.
6. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
7. B. If the Association does not respond within thirty (30) calendar days from the date of receipt of written notification of a proposed change as described in subsection A. hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
8. C. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes, within thirty (30) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
9. D. If no agreement is reached, the matter shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7. Staffing matters, except for current safety practices pertaining to two-officer vehicles, shall be excluded from the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7.
10. E. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

ARTICLE I – REPRESENTATION

Section 5. Grievance Procedure.

11. The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Definition

12. A grievance is defined as any dispute that involves the interpretation or application of a specific provision of this Agreement, or relating to General Orders 3.08, 3.15, 11.01, 11.03, 11.05, 11.06 and 11.10.

Grievance Description

13. 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.
14. 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 information is not provided within 30 days of request, the grievance, or that portion of it as to which the requested information is not supplied, is deemed withdrawn.

Time Limits

15. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. The parties must follow each step within the applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.
16. For purposes of this grievance procedure, a business day is Monday through Friday, 8am to 5pm, excluding legal holidays.
17. Grievances shall be settled in conformity with the following procedure. Except, however, actions taken by the City that are necessary to ensure compliance with federal, state or local laws, ordinances or regulations shall not be grievable hereunder. After notice of such intended action by the City, the Association may however, offer in writing its view on compliance and possible alternative solutions, within ten (10) business days to the Chief of Police who shall respond in writing to the Association within ten (10) business days. The arbitrability of all grievances shall be determined by a court of competent jurisdiction.

Informal Discussion with Immediate Supervisor

ARTICLE I – REPRESENTATION

18. An employee with a grievance may first discuss it with his or her immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner.

Step I

19. If the employee does not obtain a solution to the grievance by informal discussion, the employee or the Association shall submit the grievance in writing to his or her commanding officer ten (10) business days of the facts or event giving rise to the grievance
20. After review and discussion, the commanding officer shall notify the grievant(s) and the Association representative, if any, within seven (7) business days of receipt of the grievance, in writing, of the decision and the reasons.

Step II

21. If the grievance is not resolved in Step I, the Association shall submit the grievance to the Chief of Police within seven (7) business days after receipt of the commanding officer's decision stating the reasons why the Step I answer is not satisfactory.
22. The Chief, or designee, will review the material submitted and shall hold a meeting on the grievance at the request of the Association on behalf of the grievant, unless the Chief is not empowered to act. The Chief shall respond in writing and render a decision to the grievant, and the Association, within ten (10) business days.

Step III

23. If the grievance is not resolved at Step II, the Association has the right to appeal the decision of the Chief of Police to the Employee Relations Director within ten (10) business days after the date of the Chief's response. The Association shall state the reason why the Step II response is not satisfactory.
24. The Employee Relations Director shall have ten (10) business days to issue a written response. In lieu of a response, the Employee Relations Director may request a meeting to seek to resolve the grievance. If any such meeting is unsuccessful to resolve the grievance, the Employee Relations Director shall issue a written response within fifteen (15) business days of the meeting.
25. If the Employee Relations Director is unable to resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the Association may submit the grievance to arbitration within fifteen (15) business days of receipt of the Step III response. Only the Association may submit a grievance to arbitration. The Employee Relations Director shall acknowledge receipt of the Association's letter moving the grievance to arbitration.
26. The arbitrator shall be an impartial person selected by mutual consent of the parties or by the parties alternately striking arbitrators from the standing panel. The first party to strike will be determined by lot, coin flip or other comparable method.

Arbitrator Panel

ARTICLE I – REPRESENTATION

27. By September 1, 2018, the City and the Association shall select a standing panel of arbitrators to hear grievances. The parties shall establish the panel in the following fashion: by not later than July 20, 2018, each party shall submit to the other, the names of seven (7) arbitrators and prepare a list with all arbitrators submitted by the parties. The parties shall then, beginning by lot, alternately strike names from the list until seven (7) names remain. The seven (7) remaining persons shall constitute the standing arbitration panel for the term of the Agreement.
28. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.
29. Notwithstanding any other provisions of this MOU, 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.
30. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code.
31. The parties shall share the jointly-incurred costs of the arbitration proceedings. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.
32. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, the City or the Department shall file the grievance with the Association. The Association shall have ten (10) business days to issue a written response. If the grievance is not resolved, the City or the Department may submit the grievance to arbitration within fifteen (15) business days of receipt of the Association's response.

A. Expedited Arbitration

33. Notwithstanding the above provisions, the parties may by mutual agreement agree to submit a particular grievance to expedited arbitration. Expedited arbitration may include, by the agreement of the parties:
 1. time-limited argument;
 2. waiver of court reporter and/or transcript;
 3. closing arguments in lieu of briefs;
 4. bench decision by the arbitrator; and
 5. such other expedited procedures as the parties deem advisable for the case at hand.

Section 6. Release Time for POA Representatives.

34. An employee may designate a representative of his/her choice to represent him/her in grievance meetings or investigative interviews mutually scheduled with Department management and in scheduled appeals hearings. Where a formal written statement of charges has been filed against the employee or where the employee is subjected to an interrogation focusing on matters that are likely

ARTICLE I – REPRESENTATION

to result in punitive action, the employee may choose any representative not subject to the same investigation. In all other matters, if an employee chooses a sworn employee as his/her representative, that employee must be below the rank of Commander. The sworn employee representative shall serve without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

35. A reasonable number of Association representatives may participate with management in mutually scheduled employer-employee relations meetings on their regularly scheduled duty time without loss of pay or benefits. One Association representative other than the President may be released from duty as necessary to attend public meetings of the Police Commission. This representative shall not appear before the Commission in uniform. This release from duty is subject to the operational needs of the department.
36. The City agrees to provide the POA President with eighty (80) hours of release time each pay period. Sixty (60) of these release time hours each pay period will be on City time. The POA will reimburse the Department for the remaining twenty (20) hours each pay period.
37. The POA agrees that the start of the term of office for a newly-elected POA President will coincide with the start of a City pay period. The President's pay rate shall include POST pay and any retention pay for which he/she is eligible. The President shall not be eligible for other pay premiums, other special pays, overtime assignments, or "10B" assignments during the period of release time. The POA President will be considered to be on a standard five (5) day workweek during such release time.
38. While on release time, the President will utilize accrued leave, as appropriate, for any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.
39. During the sixty (60) hours each pay period of City-paid release time, the POA President shall engage only in the following activities:
 40. 1. preparing for and participating in meet and confer or consultation with representatives of the City or Police Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and
 41. 2. investigating or processing grievances or appeals.
42. The POA President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The POA President shall provide documentation to the Chief certifying that during each pay period, the POA President used the sixty (60) hours of City-paid release time only for authorized purposes. The POA President shall provide this certification at the conclusion of each pay period.
43. The POA agrees to reimburse the City for the balance of the release time, which is twenty (20) hours of release time each pay period. The amount reimbursed to the City shall be 1.35 times the base hourly rate of pay for the permanent rank held by the POA President. The POA shall submit the required payment to the Police Department within 11 days after the close of each pay period.

ARTICLE I – REPRESENTATION

44. It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the POA, the President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and any applicable departmental Statement of Incompatible Activities. The President will sign a statement to that effect at the commencement of the initial period of release time.
45. As a precondition to providing this release time, the POA agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the President during any period of release time. This agreement will be executed prior to the start of the release time.
46. The parties acknowledge that qualified POA officials utilizing unpaid union leave may be entitled to receive service credit consistent with Charter Section A8.519.

Section 7. Association.

A. Payroll Deductions

47. The Association shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this section represented by the Association, a statement of the membership dues for employees in each classification, and a list of employees in said classification who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make required membership dues payroll deductions for the Association as designated from the list submitted by the Association. The Association shall pay the reasonable costs of this service. Such costs shall be established by the Controller of the City and County of San Francisco.
48. Effective the first complete pay period commencing after the receipt of dues authorization deduction forms by the Controller and each pay period thereafter, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each POA member described above.

B. Maintenance of Membership

49. Employees covered by this MOU who have voluntarily joined the Association, and have authorized payroll deduction of dues, initiation fees, premiums for insurance programs and political action fund contributions, shall, for the administrative convenience of the parties, be permitted to revoke authorization for the deduction of Association dues only during the month of May for any year. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. mail to the Controller, whose current address is 875 Stevenson Street, San Francisco, CA 94103. The City shall deliver a copy of any revocation notice to the Association not later than July 1.

ARTICLE I – REPRESENTATION

C. Agency Fees

50. 1. Application. The provisions of this section shall apply to all police officers of bargaining unit P-1.
51. 2. Implementation. An agency fee shall be implemented within representation units or subunits when:
- a. Election
52. The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor implementation of an agency shop, or
- b. 2/3 Membership
53. The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or
- c. New Employees
54. The Union requests, in writing, an agency fee be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.
55. 3. Service Fee. All police officers of bargaining unit P-1 except as set forth below, shall, as a condition of continued employment, become and remain a member of the Association, or in lieu thereof, shall pay a service fee to the Association. The fair share service fee payment shall be established annually by the Association, provided that such fair share agency service fee will be used by the Association only for the purposes permitted by law. The Association shall give all non-member employees of affected bargaining units written notice of their obligation to either join or pay an agency fee as a condition of employment. After such notice and a time period agreed to by the parties, service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this section shall be grounds for termination. The Association, at its option, may elect to waive its rights to demand termination and instead utilize judicial process to compel payment.
56. 4. Financial Reporting. Annually, the Association will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Association will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker, not chosen by the Association, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.
57. 5. Religious Exemption. Any employee covered by this provision who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National

ARTICLE I – REPRESENTATION

Labor Relations Board to hold such objections to labor union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Association shall be informed in writing of any such requests.

58. 6. Payment of Sums Withheld. Nine (9) working days following payday, the City will promptly pay over to the Association, less the fee for making such deductions, all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying such service fees.
59. 7. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.
60. 8. The provisions above pertaining to agency fee shall be eliminated if and when the United States Supreme Court issues a decision invalidating any right to collect agency fees from public employees.

D. Indemnification

61. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

Section 8. Bulletin Boards and Distribution of Materials.

62. The Department shall reserve a reasonable amount of space on bulletin boards within police buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the Department agrees that identifiable Association literature shall not be removed from said bulletin boards without first consulting with the station, bureau, or unit representative of the Association to determine if the literature should remain for an additional period of time. The Association shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.
63. Distribution of Association literature by any Association member shall be done so as not to interfere with or interrupt the performance of official police duties.

Section 9. Lineups.

64. The Association's access to its members following lineups is governed by Appendix A.

ARTICLE II. EMPLOYMENT CONDITIONS

Section 1. Non-Discrimination.

65. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract, including sworn and non-sworn employees, because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable law.
66. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
67. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the Police Department, the City does not represent individual police officers. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to POA members who are complainants in discrimination cases, as well as to POA members who may be accused of discriminatory conduct.
68. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.
69. 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 5 of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of the Department or the Police Commission.
70. Paragraphs 65-69 shall be non-grievable except with respect to an asserted violation of paragraph 68.

Section 2. Disabilities.

71. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans With Disabilities Act (“ADA”), the Fair Employment and Housing Act (“FEHA”) and all other applicable federal, state and local disability anti-discrimination statutes and further agree that this Memorandum will not be

ARTICLE II - EMPLOYMENT CONDITIONS

interpreted, administered or applied in any manner which is inconsistent with said statutes. The City reserves the right to take any action necessary to comply therewith.

Section 3. Personnel Files.

72. 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 maintained by the Personnel Division during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the employees' master personnel files without the employees' having acknowledged notice of the adverse comments on the face of the document prior to placement of the comments in the files. 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 originating from other sources directly related to their job performance may be placed in employees' master personnel files.
73. Only persons authorized by the Commanding Officer of the Personnel Division may review an employee's master personnel file.
74. This section regarding employee access and authorized review applies to materials contained in files of cases classified as improper conduct in the Management Control Division and EEO Unit after the Chief determines to proceed with disciplinary action. All other access to the files at the Management Control Division and EEO Unit must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction except as provided in subsection D. below regarding sealed reprimands except where access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.
75. Formal reprimands without further penalty will not be considered for purposes of promotion, transfer or special assignments after the formal reprimand has been in the employee's personnel file for two (2) years or after the earlier of the two time periods listed below have elapsed:
 76. 1. not later than three (3) years from the date the complaint against the officer is filed, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under Public Safety Officers Procedural Bill of Rights Act (POBR); or
 77. 2. not later than two (2) years from the notice of the intent to reprimand, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under POBR.
78. Formal reprimands with additional penalty more than five (5) years old will not be considered for purposes of promotion, transfer or special assignments.
79. All officers shall have the right to review their master personnel file and identify all such documents. Upon concurrence of the Commanding Officer of Personnel that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the officer. The envelope will be placed in the officer's personnel file and will be opened only in the event that

ARTICLE II - EMPLOYMENT CONDITIONS

the officer is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

Section 4. Rights of Individual Employees.

80. An employee may not be disciplined or subjected to punitive action without written notice of the disciplinary action. The employee is entitled to receive a copy of the charges and material upon which the disciplinary action is based. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
81. The City agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The City is not precluded from imposing suspension and/or termination if the facts so indicate without first imposing lesser forms of punitive action. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
82. The Department shall not subject an employee to examination by the Police Physician without informing the employee of the underlying reasons for the examination. An employee may seek an opinion of another physician of his/her choice and at his/her own expense and submit this supplemental report to the Police Physician. The Police Physician must consider the supplemental information in making a recommendation to the Chief of Police. The employee is entitled to receive a copy of the Police Physician's final recommendation. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician.

Section 5. Access to Records of Department of Police Accountability

83. It is agreed that a complainant's Department of Police Accountability (DPA) complaint form shall be released to the complainant upon request.
84. Notwithstanding any other provision of this Memorandum of Understanding, in the event a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to said 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. Such access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
85. Review and receipt of evidence shall be permitted only upon the execution by the requesting party and his or her representative of 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.
86. 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. Such reports shall not contain the name(s) of the complainant(s)

ARTICLE II - EMPLOYMENT CONDITIONS

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.

87. 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.
88. 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 Memorandum of Understanding.

Section 6. Physical Fitness Program.

89. The physical fitness program as set forth in General Order 11.10 and as outlined in the Physical Fitness Program Information Booklet (revised July, 1993) shall remain in effect, and shall be available to all employees covered under this MOU.

Section 7. Temporary Modified Duty Assignments.

90. Temporary modified duty assignments shall be administered in accordance with General Order 11.12. The parties agree that, except for matters related to compensation while engaged in temporary modified duty assignments, decisions made pursuant to General Order 11.12 shall not be grievable under the parties' MOU.

Section 8. Seniority List.

91. The Department of Human Resources will generate a master seniority list by Civil Service rank and provide it to the Association by January 1st of each year. The Association shall submit objections or requests for adjustments to the seniority list to the Department of Human Resources within ten (10) business days of receipt of the master seniority list.
92. The Department of Human Resources shall consider any objections or requests on their merits and take any appropriate action. An employee's failure to challenge the accuracy of the master seniority list in January does not preclude the employee from making such a challenge at the time the list is being applied to the watch sign-up.

Section 9. Trading Privileges.

ARTICLE II - EMPLOYMENT CONDITIONS

93. An employee may trade his or her tour of duty with another employee of the same rank within his/her unit with the approval of his/her Commanding Officer, provided said trade results in no net increase in cost to the City and further provided that employees shall not exceed one trade for every two pay periods. Such trades shall be paid back within 90 days.

Section 10. Watch Sign-Up.

94. A. Employees assigned to a station or unit shall be assigned to watches according to a semi annual seniority sign-up.

B. Rules of the Sign-Ups.

95. Each unit/station will conduct two (2) seniority sign-ups per year as follows:

96. 1. The Chief of Police, or designee, will determine the size of each watch in advance of the sign-up.

97. 2. Employees will sign up for their choice of watch in order of seniority. The Commanding Officer, or designee, shall determine assignments.

98. 3. The results of the Sign-Up will take effect on the first day of the first pay period in the months of March and September of each year of this MOU.

99. 4. The Sign-Up period will commence thirty (30) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

100. 5. The Sign-Up period will close no sooner than seven (7) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

101. 6. Each unit/station will publish and post the final results of the Sign-Up no later than five (5) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

C. Transfers Between Stations.

102. If an employee is transferred from one station to another by Department action, the employee's current watch choice continues until the next station sign-up.

103. If an employee transfers to another station at his/her own request, he/she forfeits his/her right to a particular watch, and may have to wait for the next station sign-up. If more than one employee transfers to the same station, seniority shall apply to watch assignments for the interim period.

ARTICLE II - EMPLOYMENT CONDITIONS

- D. Applicability of the Watch Sign-Ups.
104. 1. The seniority watch sign-up process will apply to assignments and watches as determined by the Chief of Police, or designee.
105. 2. Employees who are reassigned to another watch as a result of the semiannual seniority watch sign-up shall be entitled to their original vacation selection based on prior sign-up.
106. E. The District Station Commanding Officers, with the approval of their Deputy Chief, shall have the authority to assign up to fifteen percent (15%) of sworn personnel under their command to meet operational needs, without regard to seniority at each station including the Airport Patrol Division, for purposes of filling specialized and staff positions (i.e., permit investigation officer, plain-clothes cars, special duty or community relations officer) but not limited to them, when it is necessary to have an individual assigned to a special unit which requires experience or other articulable qualifications possessed by the employee to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.
107. F. The District Commanding Officer may assign employees with the lowest qualifying seniority to another watch for the following reasons:
108. 1. Agreement of officer after conducting a canvass of employees of the station or unit.
109. 2. Need for non-probationary officers to work with probationary officers in order to field the platoon.
110. 3. At the request of an employee impacted by unforeseen conditions requiring a change in his/her watch occurring after one of the two watch sign-ups per year, the Commanding Officer may reassign the employee to another watch based on the needs of the Department.
111. G. For shift bidding and vacation bidding Departmental seniority will be utilized. Departmental seniority is the employee's original start date (i.e., beginning of employment with the Department or date of promotion to new rank).
- H. Solo Motorcycle Officers.
112. The following shall apply to Solo Motorcycle Officers in the ranks of "Police Officer."
113. 1. There shall be one Department-wide transfer list for Co. K Solos and the Airport Bureau Solos.
114. 2. For purpose of the seniority sign-ups, Solo Motorcycle Officers in Co. K and at the Airport Bureau will be treated as one unit.
115. 3. Any Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-2 list. Any officer filling a vacancy from the P-2 list shall remain in that assignment until the next seniority sign-up, when he/she shall

ARTICLE II - EMPLOYMENT CONDITIONS

participate in the seniority sign-up process. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.

116. 4. Employees shall not be on the Solo Motorcycle transfer list while currently assigned to a Solo Motorcycle Unit.
117. I. Watch sign-ups are not final until five (5) calendar days prior to adoption.

Section 11. Vacation Sign-Up.

118. When using discretionary time-off, employees shall use accrued EH (Equivalent Holiday), FH (Floating Holiday), and/or PE (Physical Fitness Time) prior to using accrued VA (Vacation) and/or OU (Overtime Use). Employees who have reached maximum vacation time accrual limits are exempted from the application of this section.
119. Employees at each station or unit shall, by watch, sign up by seniority for vacation on an annual basis prior to the first full pay period in March of each year but in all cases after the first watch sign-up in any calendar year. After the date of this vacation sign-up, no employee's scheduled vacation may be displaced by a subsequent request by a more senior employee. An appropriate and sufficient number of vacation slots shall be made available so that all employees on a given watch may exercise their vacation rights.
120. Additionally, time shall be provided on such vacation sign-up to allow employees, by reverse seniority, to sign up for one week of compensatory time-off.
121. If an employee is transferred from one station or unit to another by Department action, his or her vacation choice shall continue. If an employee transfers to another station or unit by his or her request, the employee's choice of vacation may be forfeited based on staffing needs at the new assignment.

Section 12. Filling Vacancies.

122. When a vacancy occurs in a promotional rank, an eligible list exists for that rank, a position exists in the budget for the promotion and an appointment is made, the promotional appointment shall be made immediately on a permanent basis. Upon request, the City will provide the POA with the number of all available, authorized, budgeted positions for each promotive rank (i.e., sergeant, lieutenant, and captain) covered by this Agreement.

Section 13. Non-Emergency Special Event Assignments.

123. This Department is frequently called upon to provide police services for one-time special events such as, but not limited to, parades, marathons, community festivals, and bicycle races. These events take place on City streets and usually require large numbers of police officers.

ARTICLE II - EMPLOYMENT CONDITIONS

124. In order to minimize the impact on the Department's ability to provide police services at the district stations, it is necessary to utilize off-duty personnel to augment the normal complement of officers assigned for duty on the day of the event.
125. The Department shall determine the number of officers that are needed to police the special event and utilize the following:
126. 1. On-duty personnel working their regular watch who can be spared from normal police duties within the district.
127. 2. Officers Working EWW. This group will include officers working beyond their normal tour of duty and officers working their normal watch off.
128. An employee's regular watch shall not be changed more than three (3) hours to avoid the payment of overtime in the policing of an event of this sort except that management may adjust regular watches up to seven (7) hours for July 4th, October 31st, and December 31st without incurring overtime costs.
129. Specialized units in the Department (Tactical, Solos, Hondas, etc.) are an exception to this policy in that the very nature of their assignment requires flexible scheduling. EWW will be used for these units only if policing the event requires additional manpower beyond their normal operating complement.
130. Employees who are called in to work during their normal watch off pursuant to this Section shall be granted a minimum of four (4) hours' pay (or compensatory time-off pursuant to Article III., Section 2 of this Agreement) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. The Department will make every reasonable effort to call-in only those employees whose service is necessary for the special event, and shall release employees when their service is no longer reasonably required.
131. Before preparing any operations order, District Station Commanding Officers shall confer with the Chief's designee as to whether or not this Special Order covers a specific event scheduled to occur within their district.

Section 14. Meals and Breaks During Demonstrations.

132. The Department shall provide meals or a reasonable meal break time for employees assigned to special events where active duty thereat continues for more than four (4) consecutive hours. If the Department fails to or is unable to provide such meals, the Association may do so and will be reimbursed for the reasonable cost thereof on such occasions by the Department. This provision is subject to the development of procedures by the Department for the reimbursement for the cost of meals provided by the Association.
133. The Department shall assure that employees have reasonable access to restroom facilities during special events where active duty thereat continues for more than four (4) consecutive hours.

ARTICLE II - EMPLOYMENT CONDITIONS

Section 15. Courtesy Parking System for Court Attendance.

134. The Department agrees to maintain the current courtesy parking system for employees while attending court as a result of a subpoena on behalf of or in defense of the City or the Department when attendance is in the Hall of Justice.

Section 16. District Station Parking.

135. The City will make a reasonable effort to provide adequate parking to employees at the district stations.

Section 17. Code Book.

136. The Department shall post a complete set of Code Books and Department Orders on the Department's intranet. The posting shall include, but not be limited to, the following: Penal Code, Police Code, Vehicle Code, Park Code, Health Code, Fire Code, Training Bulletins, Information Bulletins, Special Orders, and General Orders. The Department shall also keep one complete set of Code Books and Department Orders in each station's equipment room for use by all employees through the station keeper or his/her designee.

Section 18. Employee Training Reimbursement Program.

137. The City will contribute five thousand dollars (\$5,000) annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU.
138. Subject to available monies, an employee may submit a request for tuition reimbursement up to five-hundred dollars (\$500) during each fiscal year.

Section 19. Canine Ownership.

139. The officer/handler of a canine that will be retired from duty may submit a request for ownership to the Department where all of the following conditions are met:
1. The Department owns the canine;
 2. The officer/handler informs the Department of his/her interest in owning the canine in writing at least 14 business days before the canine's retirement; unless the canine is retired on shorter notice, in which case the officer/handler shall provide notice as soon as reasonably possible.
 3. The officer/handler signs a waiver and hold harmless agreement provided by the Department and approved by the City Attorney's Office;

ARTICLE II - EMPLOYMENT CONDITIONS

4. The officer/handler agrees to accept immediate and complete ownership and control of and financial and other responsibility for the retired canine effective the retirement date;
 5. The officer/handler agrees to cooperate with the Department in effecting the transfer.
140. Notwithstanding the above, the Chief of Police, at his/her sole discretion, may prohibit the transfer of ownership of any retired canine.

Section 20. Recruitment.

A. Lateral Signing Bonus

141. Laterally hired employees (i.e., fully sworn peace officers hired through the Lateral Entry Program) shall receive a \$2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of the FTO program, and a \$2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of his/her probationary period as a Police Officer, if the employee is still employed at the time the signing bonus is due to be paid.
142. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

B. Recruitment Committee

143. The City and the Union agree to form a joint labor-management committee to improve the City's recruitment of highly-qualified police officers. The committee will include representatives from Police Department management, the POA, and the Department of Human Resources. For fiscal year 2006-07 and thereafter, the Police Department will receive an annual allocation of \$250,000 to fund committee activities, programs and expenses. These funds may be used to develop enhanced recruitment and marketing programs, applicant preparation activities, and innovative new recruitment and hiring strategies. These funds may also be used for cultural competency and other training for new and experienced officers through City University or similar resources.

Section 21. Sergeants Rotation Pilot Program.

144. The parties have agreed to discuss the creation of a Sergeants Rotation Pilot Program.
145. The parties further agree to discuss this program in the interest of promoting career development for all sergeants. The City will only implement the program upon the mutual agreement of the parties.

Section 22. Health & Safety Committee.

146. The parties agree to convene a Health & Safety Committee bi-annually to discuss health and

ARTICLE II - EMPLOYMENT CONDITIONS

safety issues and potential updates to the Department's "Injury and Illness Prevention Program."

Section 23. Substance Abuse Testing.

147. It is the policy of the City and County of San Francisco to maintain a safe, healthful and productive work environment for all employees. To that end, the City will act to eliminate any substance abuse. Substance abuse may include abuse of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job.
148. This provision will be administered consistent with any General Orders regarding substance abuse. Nothing in this provision is intended to make discipline related to substance abuse subject to the grievance procedure.
- A. Mandatory Testing
149. Mandatory physical examinations for sworn employees shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. Analysis and screening for drugs and alcohol is required for sworn employees in the following circumstances:
150. 1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.
151. 2. For employees being promoted to a higher rank, prior to the effective date of promotion.
152. 3. Prior to return from:
153. a.) medical leaves of absence in excess of thirty (30) calendar days, and
154. b.) unpaid leaves of absence in excess of ninety (90) calendar days.
155. 4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
156. 5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
157. 6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening. An "injury requiring transport for medical treatment" is an injury that results in the medical transport by ambulance of any person involved in the accident from the accident scene; or an injury to any person involved in the accident where that person declines transport by ambulance from the accident scene against medical advice (also known as "AMA"). If testing is required under this section, the SFPD shall direct the involved SFPD vehicle operator to undergo testing within twelve (12)

ARTICLE II - EMPLOYMENT CONDITIONS

hours of the time of the accident, and shall conduct testing of the involved SFPD vehicle operator within twenty four (24) hours of the time of the accident. If testing is not directed and conducted within these time periods (assuming no interference by the SFPD vehicle operator that delays the SFPD's directive or testing), testing of the involved SFPD operator is not required or permitted under this paragraph.

B. Reasonable Suspicion

158. Reasonable suspicion as used within this section is defined as a belief based on objective and articulable facts sufficient to lead a reasonable supervisor to suspect that an employee is under the influence of drugs or alcohol, such that the employee's ability to perform the functions of the job safely and effectively is impaired or reduced.

159. 1. Examples of situations in which there may be reasonable suspicion include but are not limited to:

160. a. A pattern of documented abnormal or erratic behavior;

161. b. The direct observation of drug or alcohol use; or a report by a reliable and credible source that an employee has engaged in drug or alcohol use, the identity of which source shall be available to the employee and the Union;

162. c. The presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, etc.); or

163. d. A work-related incident in conjunction with other facts which together support reasonable cause.

C. Employee Responsibilities

164. An employee must not:

165. 1. report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;

166. 2. possess or use, or have the odor of alcohol or drugs on his/her breath during working hours; or

167. 3. directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee is on duty or on paid stand-by.

168. An employee must:

169. 1. submit immediately to requests for alcohol and/or drugs analysis when requested by an

ARTICLE II - EMPLOYMENT CONDITIONS

authorized representative of the department director, or designee, and may request union representation;

170. 2. notify his/her supervisor before operating City equipment when taking any medications or drugs, prescription or non-prescription, which may create an unsafe or dangerous situation for the public or the employee's co-workers, including but not limited to Valium, muscle relaxants, and painkillers; and
171. 3. provide, within 24 hours of request, a current valid prescription in the employee's name for any drug or medication identified when a drug screen/analysis is positive.

D. Management Responsibilities and Guidelines

172. 1. Managers and supervisors are responsible for consistent enforcement of this provision.
173. 2. The Department may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.
174. 3. Managers and supervisors shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
175. 4. Managers and supervisors shall not physically search employees without consent or a valid warrant.
176. 5. Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.
177. 6. One of the supervisory employees who made the reasonable suspicion determination shall inform the employee of the requirement that he/she undergo testing in a confidential manner.

ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

178. Employees shall receive the following base wage increases:

July 1, 2018 – 3%

July 1, 2019 – 3%

The City and POA 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 POA agree that subsection (1) above is superseded, and the 2% raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 will be deferred to the close of business on June 30, 2022.

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

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.

ARTICLE III - PAY, HOURS AND BENEFITS

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

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.

B. Probationary Period and Step Advancement

1. Probationary Period

- 179. A Class Q-2 officer shall be required to complete a 12-month full duty probationary period that shall begin the day following completion of the prescribed department field training officer program.
- 180. Except as specified in this section, the time to complete the required 12-month full duty probationary period shall be extended, for a period not to exceed 126 weeks from the date of appointment by: (1) the total time of absence for all periods of unpaid authorized leave; (2) all periods of disciplinary suspension; (3) all periods of sick leave, with or without pay; and (4) all periods of administrative assignments pending the results of administrative investigations.
- 181. The time to complete the required 12-month full duty probationary period shall be further extended for all periods of temporary modified duty or disability leave. Such extension may not exceed 52 weeks and, except as provided below, the total time to complete the required 12-month full duty probationary period shall not exceed 178 weeks from the date of appointment.
- 182. The time to complete the required 12-month full duty probationary period shall be extended, without any limitation, for all periods of time the officer is required to serve on active military duty or on jury duty.
- 183. Advancement to step 2 shall be made upon satisfactory completion of the probationary period.
- 184. The probationary period for all other ranks shall be 12 months.

ARTICLE III - PAY, HOURS AND BENEFITS

2. Subsequent Step Advancement

185. a. Advancement to subsequent steps shall be made upon completion of one year of satisfactory service at that step. Salary adjustments shall be made effective the first full pay period following the effective date.
186. b. Satisfactory Performance: An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Chief shall provide an affected employee at least sixty (60) calendar days' notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Chief shall provide reasonable notice of his/her intent to withhold a step increase at that time.
187. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee for the purpose of determining whether a step advancement should be withheld.
188. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement upon his/her salary anniversary date in the following fiscal year. An employee's salary anniversary date shall be unaffected by this provision.
189. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

C. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments

190. Subject to the approval of the Police Chief, a current permanent City employee who has completed the probationary period and or a lateral new employee who is appointed to a Q-2, Q-3, or Q-4 rank shall enter at the salary step which is the same or closest to the salary which is immediately in excess of that received in their prior appointment provided that such salary shall not exceed the maximum of the salary schedule.
191. However, advancement to the next step in the Q-2, Q-3, or Q-4 rank shall not occur until the employee has served the satisfactory time as prescribed herein for an entry-level police officer to move to that step and satisfactory completion of the probationary period.

D. Salary Step Structure Revision

191a. Effective July 1, 2022, the step structure for the Q2/Q3/Q4 Police Officer shall be revised as follows:

- Current Step 1 will be struck.
- Current Step 2 will become the new Step 1.
- Current Step 3 will become the new Step 2.
- The midpoint between current Step 3 and 4 will become the new Step 3.

Illustrations below based on the Q2 rank prior to the application of any wage increases due on COB 6/30/22 or 7/1/22.

<u>6/30/2022</u>		<u>7/1/2022</u>	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
<u>1</u>	<u>\$92,560</u>	<u>1</u>	<u>\$97,188</u>
<u>2</u>	<u>\$97,188</u>	<u>2</u>	<u>\$101,988</u>
<u>3</u>	<u>\$101,988</u>	<u>3</u>	<u>\$106,600</u>
<u>4</u>	<u>\$111,202</u>	<u>4</u>	<u>\$111,202</u>
<u>5</u>	<u>\$116,766</u>	<u>5</u>	<u>\$116,766</u>
<u>6</u>	<u>\$122,434</u>	<u>6</u>	<u>\$122,434</u>
<u>7</u>	<u>\$128,778</u>	<u>7</u>	<u>\$128,778</u>

Section 2. Overtime and Compensatory Time-Off.

A. Overtime

192. The Chief of Police or designee may require employees to work longer than the normal work day or longer than the normal work week. Any time worked by an employee who holds a permanent rank below the rank of Captain under proper authorization of the Chief of Police or his/her designated representative or any hours suffered to be worked by an employee who holds a permanent rank below the rank of Captain in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate. Vacation leave and Legal Holidays shall be considered hours worked for overtime purposes. Mandatory, unscheduled overtime shall be calculated at the one-and-one-half (1.5) overtime rate.
193. The parties acknowledge that, for purposes of calculating overtime payable under the Fair Labor Standards Act (FLSA), 29 USC Section 207k, the work period for all sworn members is a 28-day period (171 hours). The implementation of the FLSA work period for all sworn members began at 0001 hours on Saturday, April 12th 1986 and continues to repeat each 28 days thereafter.
194. The parties further acknowledge that Captains are exempt from the application of the FLSA as permitted by 29 USC Section 213.
195. Captains are frequently required to work in excess of forty (40) hours per week to perform the job duties of their positions. In recognition of this work requirement, Captains will receive an eight percent (8%) wage increase in lieu of earning overtime or compensatory time off. Lieutenants on a “like work, like pay” Captain assignment will not be eligible for overtime. This provision shall not preclude Captains from compensation as defined in Section 10B of the Administrative Code.

ARTICLE III - PAY, HOURS AND BENEFITS

196. Employees shall not be eligible for 10B overtime assignments during hours on SP, VA, FH, In-Lieu, or DP.

197. Effective January 1, 2021, employees shall not be eligible for 10B overtime assignments during: (a) hours on which an employee is regularly scheduled to work; or (b) if they have used more than twenty (20) hours of paid sick leave (pay code “SLP”) in the prior three months as reviewed on a quarterly basis per the schedule below.

Quarter	SLP Review	10B Period
1	9/1 – 11/30	1/1 – 3/31
2	12/1 – 2/28	4/1 – 6/30
3	3/1 – 5/31	7/1 – 9/30
4	6/1 – 8/31	10/1 – 12/31

As an example, for illustrative purposes only, an employee is eligible for 10B overtime in the first quarter of a calendar year (January 1 through March 31) if the employee has not used more than 20 hours of SLP in the period September 1 through November 30 of the prior year.

198. For purposes of (b) in the preceding paragraph, the City shall count sick leave paid (SLP) regardless of the reason for which it is used (e.g., sick with a cold; dentist appointment) with the following exceptions:

- Birth or adoption of a child; and
- Bereavement leave pay (i.e., pay code “BLP”) due to the death of a spouse/domestic partner, parent, child or sibling. The SLP calculation shall include BLP for other reasons, for example, BLP for the death of a grandparent shall count to the calculation under (b).
- The SLP calculation shall not include:
 - COVID-19 Sick Pay (pay code COV)
 - Federal COVID-19 Sick Pay (pay codes ESP, ESU, ESF)
 - Unpaid Leave (pay code UPL)
 - Unpaid Sick Leave (pay code SLL)
 - Disability Leave Pay (pay code DLP) – the City will not consider SLP hours taken in conjunction with the filing of a disability claim but only if the employee affirmatively files the disability claims with WC and Payroll to ensure the SLP hours are excluded. If after review the disability claim is denied, the City will calculate those SLP hours in the quarter in which the determination on the disability claim is made (e.g., if an employee used SLP hours in February and the disability claim was denied in mid-May, the SLP would be included in the calculation for the April, May and June quarter).
 - Paid Parental Leave (PPL)

B. Compensatory Time-Off

ARTICLE III - PAY, HOURS AND BENEFITS

199. 1. Employees who are required or suffered to work overtime shall receive paid overtime. However, employees may request to earn compensatory time-off at the rate of time-and-one-half in lieu of paid overtime, subject to the approval of the Chief of Police or designee and except as provided below:
200. a. Employees may not accrue more than 480 hours of compensatory time-off. Employees with more than 480 hours of compensatory time-off as of July 1, 2003 may not accrue additional compensatory time-off until and unless their compensatory time-off balances fall below 480 hours.
201. b. Effective June 30, 2010, employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.
202. c. Captains with existing compensatory time off balances in excess of 480 hours as of June 30, 2003 may continue to carry such balances provided that such balances may not exceed 1500 hours as of June 30, 2005, and 1300 hours as of June 30, 2007. For those occupying this rank, compensatory time-off balances in excess of these amounts on the dates set forth shall be forfeited. Captains newly hired or promoted into such ranks on or after July 1, 2003 may not accrue more than 480 hours of compensatory time-off.
203. d. Effective July 1, 2008, an employee that is promoted to a higher rank shall have his or her compensatory time balances paid out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.
204. e. The City has the right to pay off accrued compensatory time off above 480 hours at its discretion, so long as such a pay off is uniform, by percentage, as to all employees within one of the four bureaus (i.e., FOB, Admin., Investigations, Airport).
205. 2. Employees shall provide the Department with 72 hours notice when requesting use of compensatory time-off. Compensatory time-off requests shall not be denied, except in writing when use of compensatory time-off will unduly disrupt operations or when an employee fails to provide 72 hours notice.

Section 3. Holidays.

206. A. Employees are entitled to the following holidays each year with pay:

New Year's Day	Fourth of July
Martin Luther King, Jr.'s Birthday	Labor Day
Indigenous Peoples Day & Italian American Heritage Day	Thanksgiving Day
Veteran's Day	The Day after Thanksgiving

ARTICLE III - PAY, HOURS AND BENEFITS

Presidents' Day
Veteran's Day
Memorial Day

Christmas Day
Four (4) floating holidays each
fiscal year

207. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
208. The above floating holidays are to be taken on days selected by the employee subject to the approval of the Department which shall not be unreasonably withheld. No compensation of any kind shall be earned or granted for floating holidays 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.
209. B. Employees who are required to work on any of the above-listed holidays, except floating holidays, shall receive additional compensation at the rate of time-and-one-half, or compensatory time at the rate of time-and-one-half at the employee's option pursuant to Article III., Section 2 of this Agreement.
210. C. Employees working a 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. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
211. D. If the provisions of this section deprive any employee of the same number of holidays that an employee receives who works Monday through Friday, he/she 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 supervisor with the approval of the appointing officer. 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.
212. E. This section shall not modify existing holiday compensation practice.

Section 4. Premiums.

213. There shall be no pyramiding of premiums in this section (i.e., each premium shall be calculated against the base rate of pay). Premiums shall be provided to employees as follows:

ARTICLE III - PAY, HOURS AND BENEFITS

A. Acting Assignment Pay (Like Pay for Like Work)

214. Eligibility for acting assignment pay will be determined as follows:
215. a. If the senior ranking member on duty, commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by an employee in the next lower rank, the employee temporarily filling that position shall be compensated at the salary of the rank being filled for the time worked in that temporary position, provided that no member holding the temporarily filled rank is working in the assigned unit on the same watch (i.e., double day). The employee beginning the acting assignment cannot be displaced by a more senior employee of the same rank who begins their shift after the acting assignment has begun.
216. b. Captains who are required to perform duties of the next highest rank are not entitled to receive acting assignment pay compensation unless they receive prior approval from the Deputy Chief of the employee's respective bureau. If the Deputy Chief of the employee's respective bureau determines a position is to be filled temporarily by an employee in the next lower rank, the employee filling that position shall be compensated at the salary of the rank being filled for the time worked.
217. c. The employee filling a position must be permanent. Absent the commanding officer being able to articulate specific reasons for not selecting the senior employee, seniority in rank shall control. The Chief of Police, or designee, however, may designate officers (including commissioned officers), to temporarily fill vacancies caused by officers in the next highest rank who are off on long term leave status or have retired.
218. d. For the midnight hours (i.e., 0100 and 0500 or 0200 and 0600) when no Lieutenant is scheduled to work, the Sergeant assigned to fill the Lieutenant position pursuant to subsection a will be compensated at the Lieutenant rate. No Police Officer, however, will be permitted to fill the position of the Sergeant serving as a Lieutenant.
219. e. An employee entitled to receive acting assignment pay compensation must complete a "Compensation Request/Equal Pay" (SFPD 319) card for the hours actually worked and submit the card to Payroll by the end of the pay period.
220. f. The completed card must include the name and rank of the person replaced, if any, the beginning and ending dates and times of the acting assignment pay status and the actual dates circled on the back of the card or in accordance with any automated or alternative procedures established by the Police Department.
221. g. Upon designation by the Chief of the Department that an assignment shall be for longer than thirty (30) calendar days, the employee performing the duties of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave).

ARTICLE III - PAY, HOURS AND BENEFITS

222. All of the above conditions must be met before acting assignment compensation can be approved. In the normal absence of a superior officer, the senior ranking officer on duty will be in charge, but will not be expected to perform the duties of the higher rank.

B. Field Training and Training Unit Coordinator Pay

1. Field Training

223. Employees assigned to Field Training Officer or Field Training Sergeant responsibilities shall receive the following premiums while training:

Officer (Q2-Q4)	\$550.00 Per Pay Period
Supervisor (Q50-Q52)	\$400.00 Per Pay Period
Station Coordinator (Q50-Q52)	\$125.00 Per Pay Period

224. Additionally, when a class is in the FTO program, certified FTO police officers and sergeants assigned to the FTO office shall be eligible for FTO premiums described above.

2. Training Unit Coordinator Pay

225. Employees assigned to Training Unit Coordinator responsibilities shall receive \$125.00 per pay period.

226. Employees shall no longer receive compensatory time-off for Training Unit Coordinator responsibilities. Field Training and Training Unit Coordinator Pay shall not be included for purposes of retirement benefit calculations or contributions.

C. Bomb Squad/SWAT Team Pay

227. Employees assigned to the Bomb Squad or the SWAT team shall receive a premium of 5% biweekly. Employees assigned to both the Bomb Squad and the Swat Team shall receive a premium of 5% for one of the two assignments, but not both. This premium shall not be included for purposes of retirement benefit calculations or contributions.

D. Specialist Pay

228. An employee designated as a Specialist and assigned to the Specialist Team shall receive a premium of three percent (3%) biweekly. This premium shall not be included for purposes of retirement benefit calculations or contributions. Specialists are subject to changes in watches and assigned work locations for operational reasons. The number of Specialist positions available per shift or location shall be determined by the Chief or his/her designee.

E. Motorcycle Pay

229. Employees below the rank of captain assigned to Motorcycle and Honda units shall continue to receive a premium in an amount in accord with current practice pursuant to Charter

ARTICLE III - PAY, HOURS AND BENEFITS

Section A8.405(b). It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees below the rank of captain assigned to Motorcycle and Honda units covered by this Agreement and shall be included for purposes of retirement benefit calculations or contributions.

F. Peace Officer Standards Training (POST) Certificate Pay

230. 1. Active officers 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 as follows:

<u>Rank</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Police Officer	Q-2	Q-3	Q-4
Assistant Inspector	Q-35	Q-36	Q-37
Sergeant	Q-50	Q-51	Q-52
Inspector	0380	0381	0382
Lieutenant	Q-60	Q-61	Q-62
Captain	Q-80	Q-81	Q-82

231. A. Effective July 1, 2018, the rate of pay for the rank requiring intermediate POST shall be 5% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 7% higher than the rate of pay for the rank requiring basic POST.

232. B. Effective July 1, 2019, the rate of pay for the rank requiring intermediate POST shall be 6% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 8% higher than the rate of pay for the rank requiring basic POST.

233. 2. 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 positions of Q-2, Q-35, Q-50, 0380, Q-60 and Q-80, within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

234. 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 SFPOA shall fully support the defense of such claims by the City and County, and shall take appropriate legal steps to intervene in, and become party to, such litigation and in such litigation will fully support the mutual intention of the parties as described in this Agreement.

235. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by superior court or court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an

ARTICLE III - PAY, HOURS AND BENEFITS

adjustment of their allowances as a result of the establishment of these ranks, then the Agreement which 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 Memorandum of Understanding prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such officers as if this agreement had never been in effect. Provided, however, that if such a recalculation should occur, no bargaining unit employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies which they had received between the effective date of their appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meeting and conferring in order to reach agreement on alternative benefits

G. Retention Pay

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

237. 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)

238. The City and POA had previously negotiated the following:

239. 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 POA 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.

ARTICLE III - PAY, HOURS AND BENEFITS

239a. Effective July 1, 2022, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
<u>5</u>	<u>2%</u>
<u>10</u>	<u>additional 1% (3% total)</u>
<u>15</u>	<u>additional 4% (7% total)</u>
<u>20</u>	<u>additional 2% (9% total)</u>
<u>25</u>	<u>additional 2% (11% total)</u>

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

241. 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.

242. 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.

H. Experienced Officer Incentive Pay

243. To ensure each district station is adequately staffed with senior officers at night, the most senior officer and the most senior sergeant (i.e., seniority in rank) at each district station and the Patrol Division of the Airport Bureau and on each watch with twenty-three (23) or more years of service shall receive a premium in the amount equal to 2% of base pay as additional incentive to work night duty assignments, subject to the following conditions and limitations:

244. 1. Night duty assignments are defined as 2100-0700 hours (9:00pm-7:00am);

245. 2. The premium shall be limited to the Patrol Division of the Airport Bureau and to night duty field assignments in FOB District Stations. (Station duty and station keeper assignments shall not be eligible for Experienced Officer Incentive Pay);

246. 3. Only the ranks of police officer (Q2-Q4) and sergeant (Q50-Q52) shall be eligible to receive Experienced Officer Incentive Pay;

247. 4. If the senior officer on a watch is off-duty, then the next senior officer with twenty-three years or more of service shall be eligible;

248. 5. Employees that have been issued a suspension (whether the suspension was served or held in abeyance) in the three years immediately preceding shall not be eligible;

249. 6. Experienced Officer assignments shall be for a minimum of twelve (12) months;

ARTICLE III - PAY, HOURS AND BENEFITS

250. 7. Employees shall only receive Experienced Officer Incentive Pay for actual hours worked.
251. In accordance with the provisions of Charter Section A8.597-1, this premium shall be included for purposes of retirement benefit calculations and contributions. This amount is not considered “salary attached to the rank” as defined by Charter Sections A8.595-1, A8.559-1, A8.558 and A8.544.
- I. Night Shift Differential
252. Night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.
- J. Bilingual Pay
253. Bilingual pay, in the amount of eighty dollars (\$80) biweekly, shall be paid to employees who have been certified by the Department of Human Resources as having proficiency in translating to and from one or more foreign languages, as designated by the City, including sign language for the hearing impaired and Braille for the visually impaired. Upon the approval of his/her supervisor, and subject to Department of Human Resources guidelines, the employee shall receive such pay when they are required to utilize such skills. Bilingual pay shall not be included for purposes of retirement benefit calculations or contributions. Effective January 1, 2019, at the City’s discretion, an employee may be required to recertify not more than once annually in order to continue receiving the pay.

Section 5. Other Pays.

- A. Canine Duty
254. Employees assigned to canine duty shall receive additional compensation bi-weekly equal to 5% of base wage as compensation for off duty time authorized and expended in the care and maintenance of the assigned canine, including feeding, grooming, exercising and cleaning up after the canine. This amount has been calculated by the parties to represent approximately eight hours of overtime per week paid at one and one-half times the hourly rate of the federal minimum wage. This extra compensation is not to be considered base pay or premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions.
255. In addition to the above referenced overtime compensation for the ordinary and extraordinary care of the canine and, as authorized by the Department, the City will provide for basic canine food and supplies and shall provide for all appropriate veterinary care through approved City vendors. The City will reimburse other expenses reasonably and customarily incurred in the maintenance and care of the dog. Employees assigned to the Airport Bureau who perform canine duties shall be provided with vehicles for transportation of canines from their home to work and back.

ARTICLE III - PAY, HOURS AND BENEFITS

B. Standby Pay

256. Employees, who as part of the duties of their positions are required by the Chief of Police or designee to be on standby when normally off duty and to be instantly available to return to work to perform their duties, shall receive pay at the rate equivalent to two (2) hours of their regular rate of pay for each assignment that begins on a regularly assigned work day, and three (3) hours of their regular base rate of pay for each assignment that begins on a regularly scheduled day off. The duration of the assignments shall be determined by the Chief of Police or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.
257. Standby pay shall not be allowed in the classes or positions whose duties are primarily administrative in nature, as designated by the Chief of the Department. Standby premiums shall not be included for purposes of retirement benefit calculations or contributions.

C. Call-Back Pay

258. An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment shall be granted a minimum of three (3) hours of pay at the applicable rate, or shall be paid for all hours actually worked at the applicable rate, whichever is greater. If an employee on standby is called back to work, call-back pay shall be paid in lieu of the standby premium.

D. Court Appearance Pay and Administrative Hearings.

259. a. Watch-Off Status. Employees appearing for court on watch-off days will receive three (3) hours of court appearance premium pay (50% above base salary) for their first court appearance commencing with the time indicated on the subpoena. This also includes court preparation and conferences when accompanied by a same day court appearance. No court appearance premium pay will be allowed for an employee's meal period.
260. Employees appearing in court for more than three (3) hours will receive court appearance pay on an hour-for-hour basis when appearing on scheduled watch-off days.
- b. Scheduled-to-Work Status.
261. 1. Employees appearing for court less than one hour prior to the beginning of their scheduled watches will receive one (1) hour of court appearance premium pay.
262. 2. Employees appearing for court more than one (1) but less than two (2) hours prior to the beginning of their scheduled watches will receive two hours of court appearance premium pay.

ARTICLE III - PAY, HOURS AND BENEFITS

263. 3. Employees appearing for court more than two (2) hours, but less than three (3) hours prior to the beginning of their scheduled watches will receive three (3) hours of court appearance premium pay.
264. 4. Employees who appear for court during the morning session and are scheduled to start work at 1200 hours will be entitled to a minimum of three (3) hours of court appearance premium pay regardless of the time indicated on the subpoena. No court appearance premium pay will be allowed for an employee's meal period.
265. 5. Employees appearing for court for more than three (3) hours will receive court appearance premium pay on an hour for hour basis when off-duty during the entire period. No court appearance premium pay will be allowed for an employee's meal period.
266. c. Court Standby. Employees placed on court standby without appearing in court will receive (2) hours of court appearance premium pay only if they are off-duty the entire call-in period indicated on the subpoena. On-duty time includes any overtime for purposes of this section.
267. Employees on sick leave with pay or disability leave who appear in court or are placed on standby are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.
268. Employees on suspension who are subpoenaed and appear in court or are on standby are entitled to compensation at their regular rate of pay, not at the court appearance pay rate.
269. d. District Attorney Conferences. An employee attending an attorney's conference but not appearing in court will receive court appearance pay on an hour-for-hour basis.
270. e. Civil Court. Compensation requests for civil court appearances in which neither the City nor the Department is a party will be processed, reviewed, and certified by the Accounting Section of the Fiscal Division. These requests must be sent to the Accounting Section along with a copy of the subpoena and the record of Civil Court Appearance (SFPD 203) approved by the requesting employee's commanding officer. Employees will receive a court appearance pay on a half-hour for half-hour basis.
271. The Legal Division will review and approve overtime requests for civil cases in which the City or Department is a party. If approved, compensation shall be awarded on a half-hour for half-hour basis.
272. f. Administration Hearings. Any employee who, as part of his/her assigned duties, is required to appear at any administrative hearing while off duty shall receive court appearance pay for time actually spent, or shall receive two (2) hours of court appearance pay whichever is greater.
273. g. Employees on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance pay only when their appearance occurs on a date(s) for which the employee had a previously approved vacation request for 40 hours or more that predated the service of the subpoena. In all other cases, employees will be compensated only as provided by the current Department Bulletin on the subject of court compensation.

ARTICLE III - PAY, HOURS AND BENEFITS

274. h. Any court appearance pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

Section 6. Uniform and Clothing Allowance.

275. 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.
276. In exchange for this additional compensation, employees shall be responsible for the maintenance, care and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear.
277. Newly hired recruit officers shall not be entitled to the annual uniform allowance for the first year of service. Such recruit officers shall continue to be supplied with an initial set of uniforms.
278. Other safety equipment and uniform items, including specialized raingear and boots worn by the Mounted Unit, Solo Motorcycles and Park and Beach Unit, shall continue to be issued by the Department. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department. The specifications for uniform items to be purchased by employees follows as Appendix B.
279. Also in exchange for the annual uniform allowance, employees shall assume all costs of maintenance, repair and damage to the standard uniform items, including damage or repair to normal business attire worn by inspectors and other non-uniformed sworn employees. 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.
280. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

Section 7. Health and Dental Coverage.

281. If fifty percent plus one (50%+1) of the employees covered under the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a change to their contribution model for employee dental premiums or health insurance premiums, with the change to be effective July 1, 2019, for calendar year 2020, then the City and the POA will reopen the MOU on dental or health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. The parties will complete reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), by no later than August 15, 2019.

A. Employee Health Coverage.

ARTICLE III - PAY, HOURS AND BENEFITS

282. Except as provided below, the City shall contribute annually for employee health benefits, the contribution required under the Charter.
283. Except as provided below, in addition, the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).
- B. Dependent Health Coverage.
284. Except as provided below, the City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.
- C. Health Coverage Effective January 1, 2015
285. 1. If, by July 1, 2014, the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a contribution model for employee health insurance premiums based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), to be effective January 1, 2015 (for calendar year 2015 and thereafter), then effective January 1, 2015 the City shall contribute toward the health premiums for enrolled POA members the same percentage described in the PEC Percentage-Based Contribution Model, for the applicable health insurance plan, unless the City and the POA mutually agree to a different Percentage-Based Contribution Model. If the PEC and the City do not agree by July 1, 2014 to a new Percentage-Based Contribution Model to be effective January 1, 2015, then the City and the POA will reopen the MOU on health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. Reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), will be completed by no later than August 15, 2014.
286. 2. To ensure that all employees enrolled in health insurance through the City's Health Service System (HSS) are making premium contributions under a Percentage-Based Contribution Model and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under a Percentage-Based Contribution Model is less than the "average contribution" for the City's HSS members, as established under Charter section A8.428(b) (Average Contribution), then, in addition to the City's contribution, the employee's health insurance premium contribution shall be deemed to apply to the annual Average Contribution. The parties intend that the City's contribution toward premiums for members' health care should not exceed the amount established under Percentage-Based Contribution Model.
287. 3. Upon implementation of new contribution rates effective on January 1, 2015, Article III., section 8.C shall supersede Article III., sections 8.A and 8.B, and those sections will no longer be effective.

ARTICLE III - PAY, HOURS AND BENEFITS

288. D. The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purposes of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
- E. Dental Coverage.
289. The City shall continue to provide dental benefits at the existing level.
- 287a. Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
290. F. Employees shall be permitted to choose which available City plan they wish to participate in.
291. G. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.
- H. Hepatitis B Vaccine.
292. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.
- I. Annual Tuberculosis Screening.
293. The City will provide, at its cost, annual tuberculosis screening for employees.
- J. Employee Assistance Program.
294. The City shall continue to provide the existing or equivalent employee assistance benefits presently provided by United Behavioral Health.

Section 8. Retirement.

- A. Mandatory Employee Retirement Contribution.
295. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. 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.
296. Notwithstanding paragraph 295. above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two-year period beginning July 1, 2011 and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment

ARTICLE III - PAY, HOURS AND BENEFITS

initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.

297. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.
298. B. Employees with twenty (20) years' service who leave the Department, but who retain their membership in the retirement system, shall be deemed to be retired for purposes of Penal Code Section 12027.
299. C. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule changes, however, shall not be subject to the grievance and arbitration provisions of current Memorandum of Understanding or the impasse procedures of Charter Section A8.590-1, et. seq.
- D. Pre-Retirement Planning Seminar and Retirement Ceremony.
300. The City shall continue to offer pre-retirement seminars and retirement ceremonies for bargaining unit members. These functions shall be administered by the Police Academy in consultation with the Police Officers Association. Bargaining unit members shall be offered the opportunity to attend the seminar in order of the number of years of service credit they have earned towards retirement. A preference shall be given to those members who have filed for retirement with the Retirement System. The City's cost for such services shall not exceed \$15,000 per fiscal year.
- E. Retirement Restoration Payment

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.

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

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

ARTICLE III - PAY, HOURS AND BENEFITS

to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.

Section 9. Wellness Programs.

A. Wellness Program.

301. The City shall continue to provide a wellness program as follows:

302. 1. Employees 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.

303. 2. Once an employee has established their core bank of sick leave hours (as provided in (a) above) they shall be entitled to an annual conversion of sick leave hours for cash out payment under the above conditions. If an employee 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 an employee 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.

304. 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.

305. 4. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.

306. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

B. Pilot "wellness incentive program" to promote workforce attendance:

307. A full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits 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.

308. The amount of this payment shall be equal to two percent (2%) of accrued sick leave credits 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 credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.

ARTICLE III - PAY, HOURS AND BENEFITS

309. 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% for each year of service x 20 years of service = 40%
40% x 500 hours = 200 hours.
200 hours x \$25 (base salary at time of separation) = \$5,000

310. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

311. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits or retirement contributions.

312. The beneficiaries of employees who are killed in the line of duty, whose names are engraved on the Memorial Wall of the SFPD Hall of Justice, shall receive payments provided by the wellness incentive program.

313. The Pilot "wellness incentive program" to promote workforce attendance shall sunset on June 30, 2019.

Section 10. Paid Sick Leave Ordinance.

314. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

Section 11. Emergency Child Care Reimbursement Pilot Program

315. The Department will allocate up to fifty thousand dollars (\$50,000) annually for an Emergency Child Care Reimbursement fund. Under this policy, a child is defined as a natural or adopted child of the member under the age of 18. Employees who are held over for mandatory overtime, called back to work, or held over beyond their scheduled watch will be eligible to receive reimbursement up to twenty-five dollars (\$25) per each 30 minutes up to a maximum of one hundred dollars (\$100) per incident based on the employee's certification verifying the dates, times, and expense incurred. Reimbursement shall not exceed six incidents per employee. This pilot program will sunset on June 30, 2021.

Section 12. Parental Release Time

316. An employee who is a parent of or has unpaid child rearing responsibility for one or more children attending K-12 school or a licensed child care facility shall be granted up to two (2) hours of paid

ARTICLE III - PAY, HOURS AND BENEFITS

Parental Release Time per six (6) month period (i.e. July 1 to December 31; January 1 to June 30) to participate in parent-teacher conferences.

317. In addition, employees are allowed up to forty (40) hours of unpaid Parental Release Time per fiscal year, not exceeding ten (10) hours in any calendar month, to participate in the K-12 school or licensed child care facility activities of any child of the employee or for whom the employee has unpaid child rearing responsibilities. Employees may use accrued vacation, compensatory time off, or floating holidays for this unpaid Parental Release Time.
318. Unused Parental Release Time hours do not roll over.
319. To qualify for either paid or unpaid Parental Release Time, the employee must follow the Department's time off approval process and give reasonable notice to his/her immediate supervisor before taking the time off. The employee must provide written verification from the school or licensed child care facility that he/she participated in a parent teacher conference (for paid Parental Release Time) or school/child care related activities (for unpaid Parental Release Time) on a specific date and at a particular time, corresponding to the time off.
320. The Department may deny a request for Parental Release Time if the request is untimely or for operational needs. Request will not be unreasonably denied. Denials of requests for Parental Release Time under this section are not subject to the grievance procedure under this Agreement.

Section 13. Flexible Watch Assignment Committee

321. The City shall establish a Joint Labor-Management Committee to study a Flexible Watch Assignment Pilot Program. The Committee shall convene no later than November 1, 2018. The Committee shall discuss the possibility of establishing a Flexible Watch Pilot Program. The Committee shall be comprised of up to ten members: five Department representatives and five Association representatives. A Department representative and an Association representative shall jointly chair the Committee. The Committee shall conclude its research and issue a written report with recommendations on the feasibility of creating a Flexible Watch Assignment Program to the Chief of Police by May 30, 2019. The City will provide release time to the Association members to attend Committee meetings.

ARTICLE IV. SCOPE

Section 1. Severability.

322. Should any provision of this Memorandum or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2. Duration.

323. This Agreement shall be effective upon ratification and shall be effective from July 1, 2018 through June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this

_____ day of _____, 20202.

FOR THE CITY

FOR THE ASSOCIATION

Carol Isen Date
Human Resources Director (~~Acting~~)

~~Tony Montoya~~ Date
Tracy McCray
President, Police Officers' Association

~~Amalia Martinez~~ Date
Ardis Graham
Employee Relations Director (~~Acting~~)

APPROVED AS TO FORM:
~~Dennis Herrera~~ **David Chiu**, City Attorney

~~Katharine Hobin Porter~~ Date
Jonathan Rolnick
Chief Labor Attorney

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNITS P-1 AND P-2A

July 1, 2018 – June 30, 2023

Revised per Amendment #12

TABLE OF CONTENTS

ARTICLE I. REPRESENTATION..... 1

- Section 1. Recognition..... 1
- Section 2. No Work Stoppages..... 1
- Section 3. Management Authorities..... 2
- Section 4. Negotiation Responsibility..... 2
- Section 5. Grievance Procedure..... 3
- Section 6. Release Time for POA Representatives..... 5
- Section 7. Association..... 7
 - A. Payroll Deductions..... 7
 - B. Maintenance of Membership 7
 - C. Agency Fees..... 8
 - D. Indemnification 9
- Section 8. Bulletin Boards and Distribution of Materials..... 9
- Section 9. Lineups..... 9

ARTICLE II. EMPLOYMENT CONDITIONS..... 10

- Section 1. Non-Discrimination. 10
- Section 2. Disabilities. 10
- Section 3. Personnel Files..... 11
- Section 4. Rights of Individual Employees..... 12
- Section 5. Access to Records of Department of Police Accountability..... 12
- Section 6. Physical Fitness Program..... 13
- Section 7. Temporary Modified Duty Assignments..... 13
- Section 8. Seniority List..... 13
- Section 9. Trading Privileges..... 13
- Section 10. Watch Sign-Up..... 14
- Section 11. Vacation Sign-Up..... 16
- Section 12. Filling Vacancies. 16
- Section 13. Non-Emergency Special Event Assignments. 16
- Section 14. Meals and Breaks During Demonstrations. 17
- Section 15. Courtesy Parking System for Court Attendance..... 18
- Section 16. District Station Parking..... 18
- Section 17. Code Book. 18
- Section 18. Employee Training Reimbursement Program. 18
- Section 19. Canine Ownership..... 18
- Section 20. Recruitment..... 19
 - A. Lateral Signing Bonus..... 19
 - B. Recruitment Committee 19
- Section 21. Sergeants Rotation Pilot Program..... 19
- Section 22. Health & Safety Committee..... 19
- Section 23. Substance Abuse Testing..... 20
 - A. Mandatory Testing..... 20
 - B. Reasonable Suspicion 21
 - C. Employee Responsibilities..... 21
 - D. Management Responsibilities and Guidelines 22

ARTICLE III. PAY, HOURS AND BENEFITS..... 23

Section 1.	Wages.....	23
	A. General Wage Increases:.....	23
	B. Probationary Period and Step Advancement	24
	C. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments	25
	<u>D. Salary Step Structure Revision.....</u>	<u>xx</u>
Section 2.	Overtime and Compensatory Time-Off.....	26
	A. Overtime	26
	B. Compensatory Time-Off.....	27
Section 3.	Holidays.....	28
Section 4.	Premiums.....	29
	A. Acting Assignment Pay (Like Pay for Like Work)	30
	B. Field Training and Training Unit Coordinator Pay.....	31
	C. Bomb Squad/SWAT Team Pay	31
	D. Specialist Pay	31
	E. Motorcycle Pay	31
	F. Peace Officer Standards Training (POST) Certificate Pay.....	32
	G. Retention Pay	33
	H. Experienced Officer Incentive Pay	34
	I. Night Shift Differential	35
	J. Bilingual Pay.....	35
Section 5.	Other Pays.....	35
	A. Canine Duty	35
	B. Standby Pay	36
	C. Call-Back Pay	36
	D. Court Appearance Pay and Administrative Hearings.....	36
Section 6.	Uniform and Clothing Allowance.....	38
Section 7.	Health and Dental Coverage.....	38
Section 8.	Retirement.....	40
Section 9.	Wellness Programs.....	42
Section 10.	Paid Sick Leave Ordinance.....	43
Section 11.	Emergency Child Care Reimbursement Pilot Program	43
Section 12.	Parental Release Time.....	43
Section 13.	Flexible Watch Assignment Committee	44
ARTICLE IV. SCOPE.....		45
Section 1.	Severability.....	45
Section 2.	Duration.....	45

DEFINITIONS

City	The City and County of San Francisco.
Association	The San Francisco Police Officers' Association.
Commission	The Police Commission of the City and County of San Francisco.
Day	Calendar day, unless otherwise specified.
Department	The San Francisco Police Department.
Charter	The Charter of the City and County of San Francisco.
Immediate Supervisor	The individual who immediately assigns, reviews, or directs the work of an employee.
Intermediate Supervisor	The next higher supervisor based on the organization pattern of the Department.
Employee	A full time peace officer within each classification listed in paragraph 1 herein, and used interchangeably with the word "officer."
Memorandum	This Memorandum of Understanding.
Watch	The period of time an employee is scheduled to be on duty.
Working Conditions	Wages, hours, benefits and other terms and conditions of employment, i.e., those matters within the scope of representation under the Meyers-Milias-Brown Act.

The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will read as if they accurately referenced the same sections in their codified form as of July 1, 2007.

PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the San Francisco Police Officers' Association (hereinafter referred to as the "Association") and the City and County of San Francisco (hereinafter referred to as the "City"), through the Office of the Mayor acting on behalf of the City and County of San Francisco, arrived at through good faith meeting and conferring pursuant to the Meyers-Milias-Brown Act and Charter Section A8.590-1, et. seq.

ARTICLE I. REPRESENTATION

Section 1. Recognition.

1. Pursuant to Government Code Section 3500, et. seq., the City recognizes the Association as the majority bargaining agent for sworn personnel of the San Francisco Police Department in the following bargaining units and classifications:

P-1 Police Rank and File

- Q-2 Police Officer
- Q-3 Police Officer II
- Q-4 Police Officer III
- Q-35 Assistant Inspector
- Q-36 Assistant Inspector II
- Q-37 Assistant Inspector III
- Q-50 Sergeant
- Q-51 Sergeant II
- Q-52 Sergeant III
- 0380 Inspector
- 0381 Inspector II
- 0382 Inspector III
- 0385 Crime Scene Investigations Manager
- 0386 Crime Scene Investigations Manager 2
- 0387 Crime Scene Investigations Manager 3

P-2A Police Supervisory

- Q-60 Lieutenant
- Q-61 Lieutenant II
- Q-62 Lieutenant III
- Q-80 Captain
- Q-81 Captain II
- Q-82 Captain III

2. The City's Employee Relations Director agrees not to implement under Administrative Code Section 16.210 any bargaining unit reassignment of the above listed classifications during the term of this Agreement.

Section 2. No Work Stoppages.

3. During the time this MOU is in force and effect, the Association and each member of its bargaining unit covenant and agree that she/he/it will not authorize, engage or participate in any strike, work slowdown or any form of work stoppage including but not limited to absenteeism, observing picket lines or any other form of sympathy strike.

ARTICLE I – REPRESENTATION

Section 3. Management Authorities.

4. The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the Police Department and its employees. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

Section 4. Negotiation Responsibility.

5. A. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in general orders or other 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.
6. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
7. B. If the Association does not respond within thirty (30) calendar days from the date of receipt of written notification of a proposed change as described in subsection A. hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
8. C. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes, within thirty (30) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
9. D. If no agreement is reached, the matter shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7. Staffing matters, except for current safety practices pertaining to two-officer vehicles, shall be excluded from the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7.
10. E. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

ARTICLE I – REPRESENTATION

Section 5. Grievance Procedure.

11. The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Definition

12. A grievance is defined as any dispute that involves the interpretation or application of a specific provision of this Agreement, or relating to General Orders 3.08, 3.15, 11.01, 11.03, 11.05, 11.06 and 11.10.

Grievance Description

13. 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.
14. 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 information is not provided within 30 days of request, the grievance, or that portion of it as to which the requested information is not supplied, is deemed withdrawn.

Time Limits

15. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. The parties must follow each step within the applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.
16. For purposes of this grievance procedure, a business day is Monday through Friday, 8am to 5pm, excluding legal holidays.
17. Grievances shall be settled in conformity with the following procedure. Except, however, actions taken by the City that are necessary to ensure compliance with federal, state or local laws, ordinances or regulations shall not be grievable hereunder. After notice of such intended action by the City, the Association may however, offer in writing its view on compliance and possible alternative solutions, within ten (10) business days to the Chief of Police who shall respond in writing to the Association within ten (10) business days. The arbitrability of all grievances shall be determined by a court of competent jurisdiction.

Informal Discussion with Immediate Supervisor

ARTICLE I – REPRESENTATION

18. An employee with a grievance may first discuss it with his or her immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner.

Step I

19. If the employee does not obtain a solution to the grievance by informal discussion, the employee or the Association shall submit the grievance in writing to his or her commanding officer ten (10) business days of the facts or event giving rise to the grievance
20. After review and discussion, the commanding officer shall notify the grievant(s) and the Association representative, if any, within seven (7) business days of receipt of the grievance, in writing, of the decision and the reasons.

Step II

21. If the grievance is not resolved in Step I, the Association shall submit the grievance to the Chief of Police within seven (7) business days after receipt of the commanding officer's decision stating the reasons why the Step I answer is not satisfactory.
22. The Chief, or designee, will review the material submitted and shall hold a meeting on the grievance at the request of the Association on behalf of the grievant, unless the Chief is not empowered to act. The Chief shall respond in writing and render a decision to the grievant, and the Association, within ten (10) business days.

Step III

23. If the grievance is not resolved at Step II, the Association has the right to appeal the decision of the Chief of Police to the Employee Relations Director within ten (10) business days after the date of the Chief's response. The Association shall state the reason why the Step II response is not satisfactory.
24. The Employee Relations Director shall have ten (10) business days to issue a written response. In lieu of a response, the Employee Relations Director may request a meeting to seek to resolve the grievance. If any such meeting is unsuccessful to resolve the grievance, the Employee Relations Director shall issue a written response within fifteen (15) business days of the meeting.
25. If the Employee Relations Director is unable to resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the Association may submit the grievance to arbitration within fifteen (15) business days of receipt of the Step III response. Only the Association may submit a grievance to arbitration. The Employee Relations Director shall acknowledge receipt of the Association's letter moving the grievance to arbitration.
26. The arbitrator shall be an impartial person selected by mutual consent of the parties or by the parties alternately striking arbitrators from the standing panel. The first party to strike will be determined by lot, coin flip or other comparable method.

Arbitrator Panel

ARTICLE I – REPRESENTATION

27. By September 1, 2018, the City and the Association shall select a standing panel of arbitrators to hear grievances. The parties shall establish the panel in the following fashion: by not later than July 20, 2018, each party shall submit to the other, the names of seven (7) arbitrators and prepare a list with all arbitrators submitted by the parties. The parties shall then, beginning by lot, alternately strike names from the list until seven (7) names remain. The seven (7) remaining persons shall constitute the standing arbitration panel for the term of the Agreement.
28. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.
29. Notwithstanding any other provisions of this MOU, 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.
30. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code.
31. The parties shall share the jointly-incurred costs of the arbitration proceedings. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.
32. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, the City or the Department shall file the grievance with the Association. The Association shall have ten (10) business days to issue a written response. If the grievance is not resolved, the City or the Department may submit the grievance to arbitration within fifteen (15) business days of receipt of the Association’s response.

A. Expedited Arbitration

33. Notwithstanding the above provisions, the parties may by mutual agreement agree to submit a particular grievance to expedited arbitration. Expedited arbitration may include, by the agreement of the parties:
 1. time-limited argument;
 2. waiver of court reporter and/or transcript;
 3. closing arguments in lieu of briefs;
 4. bench decision by the arbitrator; and
 5. such other expedited procedures as the parties deem advisable for the case at hand.

Section 6. Release Time for POA Representatives.

34. An employee may designate a representative of his/her choice to represent him/her in grievance meetings or investigative interviews mutually scheduled with Department management and in scheduled appeals hearings. Where a formal written statement of charges has been filed against the employee or where the employee is subjected to an interrogation focusing on matters that are likely

ARTICLE I – REPRESENTATION

to result in punitive action, the employee may choose any representative not subject to the same investigation. In all other matters, if an employee chooses a sworn employee as his/her representative, that employee must be below the rank of Commander. The sworn employee representative shall serve without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

35. A reasonable number of Association representatives may participate with management in mutually scheduled employer-employee relations meetings on their regularly scheduled duty time without loss of pay or benefits. One Association representative other than the President may be released from duty as necessary to attend public meetings of the Police Commission. This representative shall not appear before the Commission in uniform. This release from duty is subject to the operational needs of the department.
36. The City agrees to provide the POA President with eighty (80) hours of release time each pay period. Sixty (60) of these release time hours each pay period will be on City time. The POA will reimburse the Department for the remaining twenty (20) hours each pay period.
37. The POA agrees that the start of the term of office for a newly-elected POA President will coincide with the start of a City pay period. The President's pay rate shall include POST pay and any retention pay for which he/she is eligible. The President shall not be eligible for other pay premiums, other special pays, overtime assignments, or "10B" assignments during the period of release time. The POA President will be considered to be on a standard five (5) day workweek during such release time.
38. While on release time, the President will utilize accrued leave, as appropriate, for any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.
39. During the sixty (60) hours each pay period of City-paid release time, the POA President shall engage only in the following activities:
 40. 1. preparing for and participating in meet and confer or consultation with representatives of the City or Police Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and
 41. 2. investigating or processing grievances or appeals.
42. The POA President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The POA President shall provide documentation to the Chief certifying that during each pay period, the POA President used the sixty (60) hours of City-paid release time only for authorized purposes. The POA President shall provide this certification at the conclusion of each pay period.
43. The POA agrees to reimburse the City for the balance of the release time, which is twenty (20) hours of release time each pay period. The amount reimbursed to the City shall be 1.35 times the base hourly rate of pay for the permanent rank held by the POA President. The POA shall submit the required payment to the Police Department within 11 days after the close of each pay period.

ARTICLE I – REPRESENTATION

44. It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the POA, the President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and any applicable departmental Statement of Incompatible Activities. The President will sign a statement to that effect at the commencement of the initial period of release time.
45. As a precondition to providing this release time, the POA agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the President during any period of release time. This agreement will be executed prior to the start of the release time.
46. The parties acknowledge that qualified POA officials utilizing unpaid union leave may be entitled to receive service credit consistent with Charter Section A8.519.

Section 7. Association.

A. Payroll Deductions

47. The Association shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this section represented by the Association, a statement of the membership dues for employees in each classification, and a list of employees in said classification who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make required membership dues payroll deductions for the Association as designated from the list submitted by the Association. The Association shall pay the reasonable costs of this service. Such costs shall be established by the Controller of the City and County of San Francisco.
48. Effective the first complete pay period commencing after the receipt of dues authorization deduction forms by the Controller and each pay period thereafter, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each POA member described above.

B. Maintenance of Membership

49. Employees covered by this MOU who have voluntarily joined the Association, and have authorized payroll deduction of dues, initiation fees, premiums for insurance programs and political action fund contributions, shall, for the administrative convenience of the parties, be permitted to revoke authorization for the deduction of Association dues only during the month of May for any year. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. mail to the Controller, whose current address is 875 Stevenson Street, San Francisco, CA 94103. The City shall deliver a copy of any revocation notice to the Association not later than July 1.

ARTICLE I – REPRESENTATION

C. Agency Fees

50. 1. Application. The provisions of this section shall apply to all police officers of bargaining unit P-1.
51. 2. Implementation. An agency fee shall be implemented within representation units or subunits when:
- a. Election
52. The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor implementation of an agency shop, or
- b. 2/3 Membership
53. The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or
- c. New Employees
54. The Union requests, in writing, an agency fee be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.
55. 3. Service Fee. All police officers of bargaining unit P-1 except as set forth below, shall, as a condition of continued employment, become and remain a member of the Association, or in lieu thereof, shall pay a service fee to the Association. The fair share service fee payment shall be established annually by the Association, provided that such fair share agency service fee will be used by the Association only for the purposes permitted by law. The Association shall give all non-member employees of affected bargaining units written notice of their obligation to either join or pay an agency fee as a condition of employment. After such notice and a time period agreed to by the parties, service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this section shall be grounds for termination. The Association, at its option, may elect to waive its rights to demand termination and instead utilize judicial process to compel payment.
56. 4. Financial Reporting. Annually, the Association will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Association will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker, not chosen by the Association, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.
57. 5. Religious Exemption. Any employee covered by this provision who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National

ARTICLE I – REPRESENTATION

Labor Relations Board to hold such objections to labor union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Association shall be informed in writing of any such requests.

58. 6. Payment of Sums Withheld. Nine (9) working days following payday, the City will promptly pay over to the Association, less the fee for making such deductions, all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying such service fees.
59. 7. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.
60. 8. The provisions above pertaining to agency fee shall be eliminated if and when the United States Supreme Court issues a decision invalidating any right to collect agency fees from public employees.

D. Indemnification

61. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

Section 8. Bulletin Boards and Distribution of Materials.

62. The Department shall reserve a reasonable amount of space on bulletin boards within police buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the Department agrees that identifiable Association literature shall not be removed from said bulletin boards without first consulting with the station, bureau, or unit representative of the Association to determine if the literature should remain for an additional period of time. The Association shall not post literature that is discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.
63. Distribution of Association literature by any Association member shall be done so as not to interfere with or interrupt the performance of official police duties.

Section 9. Lineups.

64. The Association's access to its members following lineups is governed by Appendix A.

ARTICLE II. EMPLOYMENT CONDITIONS

Section 1. Non-Discrimination.

65. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract, including sworn and non-sworn employees, because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable law.
66. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
67. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the Police Department, the City does not represent individual police officers. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to POA members who are complainants in discrimination cases, as well as to POA members who may be accused of discriminatory conduct.
68. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.
69. 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 5 of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of the Department or the Police Commission.
70. Paragraphs 65-69 shall be non-grievable except with respect to an asserted violation of paragraph 68.

Section 2. Disabilities.

71. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans With Disabilities Act (“ADA”), the Fair Employment and Housing Act (“FEHA”) and all other applicable federal, state and local disability anti-discrimination statutes and further agree that this Memorandum will not be

ARTICLE II - EMPLOYMENT CONDITIONS

interpreted, administered or applied in any manner which is inconsistent with said statutes. The City reserves the right to take any action necessary to comply therewith.

Section 3. Personnel Files.

72. 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 maintained by the Personnel Division during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the employees' master personnel files without the employees' having acknowledged notice of the adverse comments on the face of the document prior to placement of the comments in the files. 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 originating from other sources directly related to their job performance may be placed in employees' master personnel files.
73. Only persons authorized by the Commanding Officer of the Personnel Division may review an employee's master personnel file.
74. This section regarding employee access and authorized review applies to materials contained in files of cases classified as improper conduct in the Management Control Division and EEO Unit after the Chief determines to proceed with disciplinary action. All other access to the files at the Management Control Division and EEO Unit must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction except as provided in subsection D. below regarding sealed reprimands except where access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.
75. Formal reprimands without further penalty will not be considered for purposes of promotion, transfer or special assignments after the formal reprimand has been in the employee's personnel file for two (2) years or after the earlier of the two time periods listed below have elapsed:
 76. 1. not later than three (3) years from the date the complaint against the officer is filed, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under Public Safety Officers Procedural Bill of Rights Act (POBR); or
 77. 2. not later than two (2) years from the notice of the intent to reprimand, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under POBR.
78. Formal reprimands with additional penalty more than five (5) years old will not be considered for purposes of promotion, transfer or special assignments.
79. All officers shall have the right to review their master personnel file and identify all such documents. Upon concurrence of the Commanding Officer of Personnel that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the officer. The envelope will be placed in the officer's personnel file and will be opened only in the event that

ARTICLE II - EMPLOYMENT CONDITIONS

the officer is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

Section 4. Rights of Individual Employees.

80. An employee may not be disciplined or subjected to punitive action without written notice of the disciplinary action. The employee is entitled to receive a copy of the charges and material upon which the disciplinary action is based. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
81. The City agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The City is not precluded from imposing suspension and/or termination if the facts so indicate without first imposing lesser forms of punitive action. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
82. The Department shall not subject an employee to examination by the Police Physician without informing the employee of the underlying reasons for the examination. An employee may seek an opinion of another physician of his/her choice and at his/her own expense and submit this supplemental report to the Police Physician. The Police Physician must consider the supplemental information in making a recommendation to the Chief of Police. The employee is entitled to receive a copy of the Police Physician's final recommendation. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician.

Section 5. Access to Records of Department of Police Accountability

83. It is agreed that a complainant's Department of Police Accountability (DPA) complaint form shall be released to the complainant upon request.
84. Notwithstanding any other provision of this Memorandum of Understanding, in the event a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to said 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. Such access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
85. Review and receipt of evidence shall be permitted only upon the execution by the requesting party and his or her representative of 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.
86. 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. Such reports shall not contain the name(s) of the complainant(s)

ARTICLE II - EMPLOYMENT CONDITIONS

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.

87. 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.
88. 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 Memorandum of Understanding.

Section 6. Physical Fitness Program.

89. The physical fitness program as set forth in General Order 11.10 and as outlined in the Physical Fitness Program Information Booklet (revised July, 1993) shall remain in effect, and shall be available to all employees covered under this MOU.

Section 7. Temporary Modified Duty Assignments.

90. Temporary modified duty assignments shall be administered in accordance with General Order 11.12. The parties agree that, except for matters related to compensation while engaged in temporary modified duty assignments, decisions made pursuant to General Order 11.12 shall not be grievable under the parties' MOU.

Section 8. Seniority List.

91. The Department of Human Resources will generate a master seniority list by Civil Service rank and provide it to the Association by January 1st of each year. The Association shall submit objections or requests for adjustments to the seniority list to the Department of Human Resources within ten (10) business days of receipt of the master seniority list.
92. The Department of Human Resources shall consider any objections or requests on their merits and take any appropriate action. An employee's failure to challenge the accuracy of the master seniority list in January does not preclude the employee from making such a challenge at the time the list is being applied to the watch sign-up.

Section 9. Trading Privileges.

ARTICLE II - EMPLOYMENT CONDITIONS

93. An employee may trade his or her tour of duty with another employee of the same rank within his/her unit with the approval of his/her Commanding Officer, provided said trade results in no net increase in cost to the City and further provided that employees shall not exceed one trade for every two pay periods. Such trades shall be paid back within 90 days.

Section 10. Watch Sign-Up.

94. A. Employees assigned to a station or unit shall be assigned to watches according to a semi annual seniority sign-up.

B. Rules of the Sign-Ups.

95. Each unit/station will conduct two (2) seniority sign-ups per year as follows:

96. 1. The Chief of Police, or designee, will determine the size of each watch in advance of the sign-up.

97. 2. Employees will sign up for their choice of watch in order of seniority. The Commanding Officer, or designee, shall determine assignments.

98. 3. The results of the Sign-Up will take effect on the first day of the first pay period in the months of March and September of each year of this MOU.

99. 4. The Sign-Up period will commence thirty (30) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

100. 5. The Sign-Up period will close no sooner than seven (7) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

101. 6. Each unit/station will publish and post the final results of the Sign-Up no later than five (5) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

C. Transfers Between Stations.

102. If an employee is transferred from one station to another by Department action, the employee's current watch choice continues until the next station sign-up.

103. If an employee transfers to another station at his/her own request, he/she forfeits his/her right to a particular watch, and may have to wait for the next station sign-up. If more than one employee transfers to the same station, seniority shall apply to watch assignments for the interim period.

ARTICLE II - EMPLOYMENT CONDITIONS

- D. Applicability of the Watch Sign-Ups.
 - 104. 1. The seniority watch sign-up process will apply to assignments and watches as determined by the Chief of Police, or designee.
 - 105. 2. Employees who are reassigned to another watch as a result of the semiannual seniority watch sign-up shall be entitled to their original vacation selection based on prior sign-up.
- 106. E. The District Station Commanding Officers, with the approval of their Deputy Chief, shall have the authority to assign up to fifteen percent (15%) of sworn personnel under their command to meet operational needs, without regard to seniority at each station including the Airport Patrol Division, for purposes of filling specialized and staff positions (i.e., permit investigation officer, plain-clothes cars, special duty or community relations officer) but not limited to them, when it is necessary to have an individual assigned to a special unit which requires experience or other articulable qualifications possessed by the employee to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.
- 107. F. The District Commanding Officer may assign employees with the lowest qualifying seniority to another watch for the following reasons:
 - 108. 1. Agreement of officer after conducting a canvass of employees of the station or unit.
 - 109. 2. Need for non-probationary officers to work with probationary officers in order to field the platoon.
 - 110. 3. At the request of an employee impacted by unforeseen conditions requiring a change in his/her watch occurring after one of the two watch sign-ups per year, the Commanding Officer may reassign the employee to another watch based on the needs of the Department.
- 111. G. For shift bidding and vacation bidding Departmental seniority will be utilized. Departmental seniority is the employee's original start date (i.e., beginning of employment with the Department or date of promotion to new rank).
- H. Solo Motorcycle Officers.
 - 112. The following shall apply to Solo Motorcycle Officers in the ranks of "Police Officer."
 - 113. 1. There shall be one Department-wide transfer list for Co. K Solos and the Airport Bureau Solos.
 - 114. 2. For purpose of the seniority sign-ups, Solo Motorcycle Officers in Co. K and at the Airport Bureau will be treated as one unit.
 - 115. 3. Any Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-2 list. Any officer filling a vacancy from the P-2 list shall remain in that assignment until the next seniority sign-up, when he/she shall

ARTICLE II - EMPLOYMENT CONDITIONS

participate in the seniority sign-up process. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.

116. 4. Employees shall not be on the Solo Motorcycle transfer list while currently assigned to a Solo Motorcycle Unit.
117. I. Watch sign-ups are not final until five (5) calendar days prior to adoption.

Section 11. Vacation Sign-Up.

118. When using discretionary time-off, employees shall use accrued EH (Equivalent Holiday), FH (Floating Holiday), and/or PE (Physical Fitness Time) prior to using accrued VA (Vacation) and/or OU (Overtime Use). Employees who have reached maximum vacation time accrual limits are exempted from the application of this section.
119. Employees at each station or unit shall, by watch, sign up by seniority for vacation on an annual basis prior to the first full pay period in March of each year but in all cases after the first watch sign-up in any calendar year. After the date of this vacation sign-up, no employee's scheduled vacation may be displaced by a subsequent request by a more senior employee. An appropriate and sufficient number of vacation slots shall be made available so that all employees on a given watch may exercise their vacation rights.
120. Additionally, time shall be provided on such vacation sign-up to allow employees, by reverse seniority, to sign up for one week of compensatory time-off.
121. If an employee is transferred from one station or unit to another by Department action, his or her vacation choice shall continue. If an employee transfers to another station or unit by his or her request, the employee's choice of vacation may be forfeited based on staffing needs at the new assignment.

Section 12. Filling Vacancies.

122. When a vacancy occurs in a promotional rank, an eligible list exists for that rank, a position exists in the budget for the promotion and an appointment is made, the promotional appointment shall be made immediately on a permanent basis. Upon request, the City will provide the POA with the number of all available, authorized, budgeted positions for each promotive rank (i.e., sergeant, lieutenant, and captain) covered by this Agreement.

Section 13. Non-Emergency Special Event Assignments.

123. This Department is frequently called upon to provide police services for one-time special events such as, but not limited to, parades, marathons, community festivals, and bicycle races. These events take place on City streets and usually require large numbers of police officers.

ARTICLE II - EMPLOYMENT CONDITIONS

124. In order to minimize the impact on the Department's ability to provide police services at the district stations, it is necessary to utilize off-duty personnel to augment the normal complement of officers assigned for duty on the day of the event.
125. The Department shall determine the number of officers that are needed to police the special event and utilize the following:
126. 1. On-duty personnel working their regular watch who can be spared from normal police duties within the district.
127. 2. Officers Working EWW. This group will include officers working beyond their normal tour of duty and officers working their normal watch off.
128. An employee's regular watch shall not be changed more than three (3) hours to avoid the payment of overtime in the policing of an event of this sort except that management may adjust regular watches up to seven (7) hours for July 4th, October 31st, and December 31st without incurring overtime costs.
129. Specialized units in the Department (Tactical, Solos, Hondas, etc.) are an exception to this policy in that the very nature of their assignment requires flexible scheduling. EWW will be used for these units only if policing the event requires additional manpower beyond their normal operating complement.
130. Employees who are called in to work during their normal watch off pursuant to this Section shall be granted a minimum of four (4) hours' pay (or compensatory time-off pursuant to Article III., Section 2 of this Agreement) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. The Department will make every reasonable effort to call-in only those employees whose service is necessary for the special event, and shall release employees when their service is no longer reasonably required.
131. Before preparing any operations order, District Station Commanding Officers shall confer with the Chief's designee as to whether or not this Special Order covers a specific event scheduled to occur within their district.

Section 14. Meals and Breaks During Demonstrations.

132. The Department shall provide meals or a reasonable meal break time for employees assigned to special events where active duty thereat continues for more than four (4) consecutive hours. If the Department fails to or is unable to provide such meals, the Association may do so and will be reimbursed for the reasonable cost thereof on such occasions by the Department. This provision is subject to the development of procedures by the Department for the reimbursement for the cost of meals provided by the Association.
133. The Department shall assure that employees have reasonable access to restroom facilities during special events where active duty thereat continues for more than four (4) consecutive hours.

ARTICLE II - EMPLOYMENT CONDITIONS

Section 15. Courtesy Parking System for Court Attendance.

134. The Department agrees to maintain the current courtesy parking system for employees while attending court as a result of a subpoena on behalf of or in defense of the City or the Department when attendance is in the Hall of Justice.

Section 16. District Station Parking.

135. The City will make a reasonable effort to provide adequate parking to employees at the district stations.

Section 17. Code Book.

136. The Department shall post a complete set of Code Books and Department Orders on the Department's intranet. The posting shall include, but not be limited to, the following: Penal Code, Police Code, Vehicle Code, Park Code, Health Code, Fire Code, Training Bulletins, Information Bulletins, Special Orders, and General Orders. The Department shall also keep one complete set of Code Books and Department Orders in each station's equipment room for use by all employees through the station keeper or his/her designee.

Section 18. Employee Training Reimbursement Program.

137. The City will contribute five thousand dollars (\$5,000) annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU.
138. Subject to available monies, an employee may submit a request for tuition reimbursement up to five-hundred dollars (\$500) during each fiscal year.

Section 19. Canine Ownership.

139. The officer/handler of a canine that will be retired from duty may submit a request for ownership to the Department where all of the following conditions are met:
1. The Department owns the canine;
 2. The officer/handler informs the Department of his/her interest in owning the canine in writing at least 14 business days before the canine's retirement; unless the canine is retired on shorter notice, in which case the officer/handler shall provide notice as soon as reasonably possible.
 3. The officer/handler signs a waiver and hold harmless agreement provided by the Department and approved by the City Attorney's Office;

ARTICLE II - EMPLOYMENT CONDITIONS

4. The officer/handler agrees to accept immediate and complete ownership and control of and financial and other responsibility for the retired canine effective the retirement date;
 5. The officer/handler agrees to cooperate with the Department in effecting the transfer.
140. Notwithstanding the above, the Chief of Police, at his/her sole discretion, may prohibit the transfer of ownership of any retired canine.

Section 20. Recruitment.

A. Lateral Signing Bonus

141. Laterally hired employees (i.e., fully sworn peace officers hired through the Lateral Entry Program) shall receive a \$2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of the FTO program, and a \$2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of his/her probationary period as a Police Officer, if the employee is still employed at the time the signing bonus is due to be paid.
142. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

B. Recruitment Committee

143. The City and the Union agree to form a joint labor-management committee to improve the City's recruitment of highly-qualified police officers. The committee will include representatives from Police Department management, the POA, and the Department of Human Resources. For fiscal year 2006-07 and thereafter, the Police Department will receive an annual allocation of \$250,000 to fund committee activities, programs and expenses. These funds may be used to develop enhanced recruitment and marketing programs, applicant preparation activities, and innovative new recruitment and hiring strategies. These funds may also be used for cultural competency and other training for new and experienced officers through City University or similar resources.

Section 21. Sergeants Rotation Pilot Program.

144. The parties have agreed to discuss the creation of a Sergeants Rotation Pilot Program.
145. The parties further agree to discuss this program in the interest of promoting career development for all sergeants. The City will only implement the program upon the mutual agreement of the parties.

Section 22. Health & Safety Committee.

146. The parties agree to convene a Health & Safety Committee bi-annually to discuss health and

ARTICLE II - EMPLOYMENT CONDITIONS

safety issues and potential updates to the Department's "Injury and Illness Prevention Program."

Section 23. Substance Abuse Testing.

147. It is the policy of the City and County of San Francisco to maintain a safe, healthful and productive work environment for all employees. To that end, the City will act to eliminate any substance abuse. Substance abuse may include abuse of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job.
148. This provision will be administered consistent with any General Orders regarding substance abuse. Nothing in this provision is intended to make discipline related to substance abuse subject to the grievance procedure.
- A. Mandatory Testing
149. Mandatory physical examinations for sworn employees shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. Analysis and screening for drugs and alcohol is required for sworn employees in the following circumstances:
150. 1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.
151. 2. For employees being promoted to a higher rank, prior to the effective date of promotion.
152. 3. Prior to return from:
153. a.) medical leaves of absence in excess of thirty (30) calendar days, and
154. b.) unpaid leaves of absence in excess of ninety (90) calendar days.
155. 4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
156. 5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
157. 6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening. An "injury requiring transport for medical treatment" is an injury that results in the medical transport by ambulance of any person involved in the accident from the accident scene; or an injury to any person involved in the accident where that person declines transport by ambulance from the accident scene against medical advice (also known as "AMA"). If testing is required under this section, the SFPD shall direct the involved SFPD vehicle operator to undergo testing within twelve (12)

ARTICLE II - EMPLOYMENT CONDITIONS

hours of the time of the accident, and shall conduct testing of the involved SFPD vehicle operator within twenty four (24) hours of the time of the accident. If testing is not directed and conducted within these time periods (assuming no interference by the SFPD vehicle operator that delays the SFPD's directive or testing), testing of the involved SFPD operator is not required or permitted under this paragraph.

B. Reasonable Suspicion

158. Reasonable suspicion as used within this section is defined as a belief based on objective and articulable facts sufficient to lead a reasonable supervisor to suspect that an employee is under the influence of drugs or alcohol, such that the employee's ability to perform the functions of the job safely and effectively is impaired or reduced.

159. 1. Examples of situations in which there may be reasonable suspicion include but are not limited to:

160. a. A pattern of documented abnormal or erratic behavior;

161. b. The direct observation of drug or alcohol use; or a report by a reliable and credible source that an employee has engaged in drug or alcohol use, the identity of which source shall be available to the employee and the Union;

162. c. The presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, etc.); or

163. d. A work-related incident in conjunction with other facts which together support reasonable cause.

C. Employee Responsibilities

164. An employee must not:

165. 1. report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;

166. 2. possess or use, or have the odor of alcohol or drugs on his/her breath during working hours; or

167. 3. directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee is on duty or on paid stand-by.

168. An employee must:

169. 1. submit immediately to requests for alcohol and/or drugs analysis when requested by an

ARTICLE II - EMPLOYMENT CONDITIONS

authorized representative of the department director, or designee, and may request union representation;

170. 2. notify his/her supervisor before operating City equipment when taking any medications or drugs, prescription or non-prescription, which may create an unsafe or dangerous situation for the public or the employee's co-workers, including but not limited to Valium, muscle relaxants, and painkillers; and
171. 3. provide, within 24 hours of request, a current valid prescription in the employee's name for any drug or medication identified when a drug screen/analysis is positive.

D. Management Responsibilities and Guidelines

172. 1. Managers and supervisors are responsible for consistent enforcement of this provision.
173. 2. The Department may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.
174. 3. Managers and supervisors shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
175. 4. Managers and supervisors shall not physically search employees without consent or a valid warrant.
176. 5. Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.
177. 6. One of the supervisory employees who made the reasonable suspicion determination shall inform the employee of the requirement that he/she undergo testing in a confidential manner.

ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

178. Employees shall receive the following base wage increases:

July 1, 2018 – 3%

July 1, 2019 – 3%

The City and POA 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 POA agree that subsection (1) above is superseded, and the 2% raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 will be deferred to the close of business on June 30, 2022.

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

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.

ARTICLE III - PAY, HOURS AND BENEFITS

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

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.

B. Probationary Period and Step Advancement

1. Probationary Period

- 179. A Class Q-2 officer shall be required to complete a 12-month full duty probationary period that shall begin the day following completion of the prescribed department field training officer program.
- 180. Except as specified in this section, the time to complete the required 12-month full duty probationary period shall be extended, for a period not to exceed 126 weeks from the date of appointment by: (1) the total time of absence for all periods of unpaid authorized leave; (2) all periods of disciplinary suspension; (3) all periods of sick leave, with or without pay; and (4) all periods of administrative assignments pending the results of administrative investigations.
- 181. The time to complete the required 12-month full duty probationary period shall be further extended for all periods of temporary modified duty or disability leave. Such extension may not exceed 52 weeks and, except as provided below, the total time to complete the required 12-month full duty probationary period shall not exceed 178 weeks from the date of appointment.
- 182. The time to complete the required 12-month full duty probationary period shall be extended, without any limitation, for all periods of time the officer is required to serve on active military duty or on jury duty.
- 183. Advancement to step 2 shall be made upon satisfactory completion of the probationary period.
- 184. The probationary period for all other ranks shall be 12 months.

ARTICLE III - PAY, HOURS AND BENEFITS

2. Subsequent Step Advancement

185. a. Advancement to subsequent steps shall be made upon completion of one year of satisfactory service at that step. Salary adjustments shall be made effective the first full pay period following the effective date.
186. b. Satisfactory Performance: An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Chief shall provide an affected employee at least sixty (60) calendar days' notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Chief shall provide reasonable notice of his/her intent to withhold a step increase at that time.
187. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee for the purpose of determining whether a step advancement should be withheld.
188. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement upon his/her salary anniversary date in the following fiscal year. An employee's salary anniversary date shall be unaffected by this provision.
189. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

C. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments

190. Subject to the approval of the Police Chief, a current permanent City employee who has completed the probationary period and or a lateral new employee who is appointed to a Q-2, Q-3, or Q-4 rank shall enter at the salary step which is the same or closest to the salary which is immediately in excess of that received in their prior appointment provided that such salary shall not exceed the maximum of the salary schedule.
191. However, advancement to the next step in the Q-2, Q-3, or Q-4 rank shall not occur until the employee has served the satisfactory time as prescribed herein for an entry-level police officer to move to that step and satisfactory completion of the probationary period.

D. Salary Step Structure Revision

191a. Effective July 1, 2022, the step structure for the Q2/Q3/Q4 Police Officer shall be revised as follows:

- Current Step 1 will be struck.
- Current Step 2 will become the new Step 1.
- Current Step 3 will become the new Step 2.
- The midpoint between current Step 3 and 4 will become the new Step 3.

Illustrations below based on the Q2 rank prior to the application of any wage increases due on COB 6/30/22 or 7/1/22.

<u>6/30/2022</u>		<u>7/1/2022</u>	
<u>Step</u>	<u>Salary</u>	<u>Step</u>	<u>Salary</u>
<u>1</u>	<u>\$92,560</u>	<u>1</u>	<u>\$97,188</u>
<u>2</u>	<u>\$97,188</u>	<u>2</u>	<u>\$101,988</u>
<u>3</u>	<u>\$101,988</u>	<u>3</u>	<u>\$106,600</u>
<u>4</u>	<u>\$111,202</u>	<u>4</u>	<u>\$111,202</u>
<u>5</u>	<u>\$116,766</u>	<u>5</u>	<u>\$116,766</u>
<u>6</u>	<u>\$122,434</u>	<u>6</u>	<u>\$122,434</u>
<u>7</u>	<u>\$128,778</u>	<u>7</u>	<u>\$128,778</u>

Section 2. Overtime and Compensatory Time-Off.

A. Overtime

192. The Chief of Police or designee may require employees to work longer than the normal work day or longer than the normal work week. Any time worked by an employee who holds a permanent rank below the rank of Captain under proper authorization of the Chief of Police or his/her designated representative or any hours suffered to be worked by an employee who holds a permanent rank below the rank of Captain in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate. Vacation leave and Legal Holidays shall be considered hours worked for overtime purposes. Mandatory, unscheduled overtime shall be calculated at the one-and-one-half (1.5) overtime rate.
193. The parties acknowledge that, for purposes of calculating overtime payable under the Fair Labor Standards Act (FLSA), 29 USC Section 207k, the work period for all sworn members is a 28-day period (171 hours). The implementation of the FLSA work period for all sworn members began at 0001 hours on Saturday, April 12th 1986 and continues to repeat each 28 days thereafter.
194. The parties further acknowledge that Captains are exempt from the application of the FLSA as permitted by 29 USC Section 213.
195. Captains are frequently required to work in excess of forty (40) hours per week to perform the job duties of their positions. In recognition of this work requirement, Captains will receive an eight percent (8%) wage increase in lieu of earning overtime or compensatory time off. Lieutenants on a “like work, like pay” Captain assignment will not be eligible for overtime. This provision shall not preclude Captains from compensation as defined in Section 10B of the Administrative Code.

ARTICLE III - PAY, HOURS AND BENEFITS

196. Employees shall not be eligible for 10B overtime assignments during hours on SP, VA, FH, In-Lieu, or DP.

197. Effective January 1, 2021, employees shall not be eligible for 10B overtime assignments during: (a) hours on which an employee is regularly scheduled to work; or (b) if they have used more than twenty (20) hours of paid sick leave (pay code “SLP”) in the prior three months as reviewed on a quarterly basis per the schedule below.

Quarter	SLP Review	10B Period
1	9/1 – 11/30	1/1 – 3/31
2	12/1 – 2/28	4/1 – 6/30
3	3/1 – 5/31	7/1 – 9/30
4	6/1 – 8/31	10/1 – 12/31

As an example, for illustrative purposes only, an employee is eligible for 10B overtime in the first quarter of a calendar year (January 1 through March 31) if the employee has not used more than 20 hours of SLP in the period September 1 through November 30 of the prior year.

198. For purposes of (b) in the preceding paragraph, the City shall count sick leave paid (SLP) regardless of the reason for which it is used (e.g., sick with a cold; dentist appointment) with the following exceptions:

- Birth or adoption of a child; and
- Bereavement leave pay (i.e., pay code “BLP”) due to the death of a spouse/domestic partner, parent, child or sibling. The SLP calculation shall include BLP for other reasons, for example, BLP for the death of a grandparent shall count to the calculation under (b).
- The SLP calculation shall not include:
 - COVID-19 Sick Pay (pay code COV)
 - Federal COVID-19 Sick Pay (pay codes ESP, ESU, ESF)
 - Unpaid Leave (pay code UPL)
 - Unpaid Sick Leave (pay code SLL)
 - Disability Leave Pay (pay code DLP) – the City will not consider SLP hours taken in conjunction with the filing of a disability claim but only if the employee affirmatively files the disability claims with WC and Payroll to ensure the SLP hours are excluded. If after review the disability claim is denied, the City will calculate those SLP hours in the quarter in which the determination on the disability claim is made (e.g., if an employee used SLP hours in February and the disability claim was denied in mid-May, the SLP would be included in the calculation for the April, May and June quarter).
 - Paid Parental Leave (PPL)

B. Compensatory Time-Off

ARTICLE III - PAY, HOURS AND BENEFITS

199. 1. Employees who are required or suffered to work overtime shall receive paid overtime. However, employees may request to earn compensatory time-off at the rate of time-and-one-half in lieu of paid overtime, subject to the approval of the Chief of Police or designee and except as provided below:
200. a. Employees may not accrue more than 480 hours of compensatory time-off. Employees with more than 480 hours of compensatory time-off as of July 1, 2003 may not accrue additional compensatory time-off until and unless their compensatory time-off balances fall below 480 hours.
201. b. Effective June 30, 2010, employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.
202. c. Captains with existing compensatory time off balances in excess of 480 hours as of June 30, 2003 may continue to carry such balances provided that such balances may not exceed 1500 hours as of June 30, 2005, and 1300 hours as of June 30, 2007. For those occupying this rank, compensatory time-off balances in excess of these amounts on the dates set forth shall be forfeited. Captains newly hired or promoted into such ranks on or after July 1, 2003 may not accrue more than 480 hours of compensatory time-off.
203. d. Effective July 1, 2008, an employee that is promoted to a higher rank shall have his or her compensatory time balances paid out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.
204. e. The City has the right to pay off accrued compensatory time off above 480 hours at its discretion, so long as such a pay off is uniform, by percentage, as to all employees within one of the four bureaus (i.e., FOB, Admin., Investigations, Airport).
205. 2. Employees shall provide the Department with 72 hours notice when requesting use of compensatory time-off. Compensatory time-off requests shall not be denied, except in writing when use of compensatory time-off will unduly disrupt operations or when an employee fails to provide 72 hours notice.

Section 3. Holidays.

206. A. Employees are entitled to the following holidays each year with pay:

New Year's Day	Fourth of July
Martin Luther King, Jr.'s Birthday	Labor Day
Indigenous Peoples Day & Italian American Heritage Day	Thanksgiving Day
Veteran's Day	The Day after Thanksgiving

ARTICLE III - PAY, HOURS AND BENEFITS

Presidents' Day
Veteran's Day
Memorial Day

Christmas Day
Four (4) floating holidays each
fiscal year

207. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
208. The above floating holidays are to be taken on days selected by the employee subject to the approval of the Department which shall not be unreasonably withheld. No compensation of any kind shall be earned or granted for floating holidays 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.
209. B. Employees who are required to work on any of the above-listed holidays, except floating holidays, shall receive additional compensation at the rate of time-and-one-half, or compensatory time at the rate of time-and-one-half at the employee's option pursuant to Article III., Section 2 of this Agreement.
210. C. Employees working a 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. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
211. D. If the provisions of this section deprive any employee of the same number of holidays that an employee receives who works Monday through Friday, he/she 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 supervisor with the approval of the appointing officer. 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.
212. E. This section shall not modify existing holiday compensation practice.

Section 4. Premiums.

213. There shall be no pyramiding of premiums in this section (i.e., each premium shall be calculated against the base rate of pay). Premiums shall be provided to employees as follows:

ARTICLE III - PAY, HOURS AND BENEFITS

A. Acting Assignment Pay (Like Pay for Like Work)

214. Eligibility for acting assignment pay will be determined as follows:
215. a. If the senior ranking member on duty, commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by an employee in the next lower rank, the employee temporarily filling that position shall be compensated at the salary of the rank being filled for the time worked in that temporary position, provided that no member holding the temporarily filled rank is working in the assigned unit on the same watch (i.e., double day). The employee beginning the acting assignment cannot be displaced by a more senior employee of the same rank who begins their shift after the acting assignment has begun.
216. b. Captains who are required to perform duties of the next highest rank are not entitled to receive acting assignment pay compensation unless they receive prior approval from the Deputy Chief of the employee's respective bureau. If the Deputy Chief of the employee's respective bureau determines a position is to be filled temporarily by an employee in the next lower rank, the employee filling that position shall be compensated at the salary of the rank being filled for the time worked.
217. c. The employee filling a position must be permanent. Absent the commanding officer being able to articulate specific reasons for not selecting the senior employee, seniority in rank shall control. The Chief of Police, or designee, however, may designate officers (including commissioned officers), to temporarily fill vacancies caused by officers in the next highest rank who are off on long term leave status or have retired.
218. d. For the midnight hours (i.e., 0100 and 0500 or 0200 and 0600) when no Lieutenant is scheduled to work, the Sergeant assigned to fill the Lieutenant position pursuant to subsection a will be compensated at the Lieutenant rate. No Police Officer, however, will be permitted to fill the position of the Sergeant serving as a Lieutenant.
219. e. An employee entitled to receive acting assignment pay compensation must complete a "Compensation Request/Equal Pay" (SFPD 319) card for the hours actually worked and submit the card to Payroll by the end of the pay period.
220. f. The completed card must include the name and rank of the person replaced, if any, the beginning and ending dates and times of the acting assignment pay status and the actual dates circled on the back of the card or in accordance with any automated or alternative procedures established by the Police Department.
221. g. Upon designation by the Chief of the Department that an assignment shall be for longer than thirty (30) calendar days, the employee performing the duties of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave).

ARTICLE III - PAY, HOURS AND BENEFITS

222. All of the above conditions must be met before acting assignment compensation can be approved. In the normal absence of a superior officer, the senior ranking officer on duty will be in charge, but will not be expected to perform the duties of the higher rank.

B. Field Training and Training Unit Coordinator Pay

1. Field Training

223. Employees assigned to Field Training Officer or Field Training Sergeant responsibilities shall receive the following premiums while training:

Officer (Q2-Q4)	\$550.00 Per Pay Period
Supervisor (Q50-Q52)	\$400.00 Per Pay Period
Station Coordinator (Q50-Q52)	\$125.00 Per Pay Period

224. Additionally, when a class is in the FTO program, certified FTO police officers and sergeants assigned to the FTO office shall be eligible for FTO premiums described above.

2. Training Unit Coordinator Pay

225. Employees assigned to Training Unit Coordinator responsibilities shall receive \$125.00 per pay period.

226. Employees shall no longer receive compensatory time-off for Training Unit Coordinator responsibilities. Field Training and Training Unit Coordinator Pay shall not be included for purposes of retirement benefit calculations or contributions.

C. Bomb Squad/SWAT Team Pay

227. Employees assigned to the Bomb Squad or the SWAT team shall receive a premium of 5% biweekly. Employees assigned to both the Bomb Squad and the Swat Team shall receive a premium of 5% for one of the two assignments, but not both. This premium shall not be included for purposes of retirement benefit calculations or contributions.

D. Specialist Pay

228. An employee designated as a Specialist and assigned to the Specialist Team shall receive a premium of three percent (3%) biweekly. This premium shall not be included for purposes of retirement benefit calculations or contributions. Specialists are subject to changes in watches and assigned work locations for operational reasons. The number of Specialist positions available per shift or location shall be determined by the Chief or his/her designee.

E. Motorcycle Pay

229. Employees below the rank of captain assigned to Motorcycle and Honda units shall continue to receive a premium in an amount in accord with current practice pursuant to Charter

ARTICLE III - PAY, HOURS AND BENEFITS

Section A8.405(b). It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees below the rank of captain assigned to Motorcycle and Honda units covered by this Agreement and shall be included for purposes of retirement benefit calculations or contributions.

F. Peace Officer Standards Training (POST) Certificate Pay

230. 1. Active officers 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 as follows:

<u>Rank</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Police Officer	Q-2	Q-3	Q-4
Assistant Inspector	Q-35	Q-36	Q-37
Sergeant	Q-50	Q-51	Q-52
Inspector	0380	0381	0382
Lieutenant	Q-60	Q-61	Q-62
Captain	Q-80	Q-81	Q-82

231. A. Effective July 1, 2018, the rate of pay for the rank requiring intermediate POST shall be 5% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 7% higher than the rate of pay for the rank requiring basic POST.

232. B. Effective July 1, 2019, the rate of pay for the rank requiring intermediate POST shall be 6% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 8% higher than the rate of pay for the rank requiring basic POST.

233. 2. 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 positions of Q-2, Q-35, Q-50, 0380, Q-60 and Q-80, within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

234. 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 SFPOA shall fully support the defense of such claims by the City and County, and shall take appropriate legal steps to intervene in, and become party to, such litigation and in such litigation will fully support the mutual intention of the parties as described in this Agreement.

235. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by superior court or court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an

ARTICLE III - PAY, HOURS AND BENEFITS

adjustment of their allowances as a result of the establishment of these ranks, then the Agreement which 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 Memorandum of Understanding prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such officers as if this agreement had never been in effect. Provided, however, that if such a recalculation should occur, no bargaining unit employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies which they had received between the effective date of their appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meeting and conferring in order to reach agreement on alternative benefits

G. Retention Pay

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

237. 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)

238. The City and POA had previously negotiated the following:

239. 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 POA 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.

ARTICLE III - PAY, HOURS AND BENEFITS

239a. Effective July 1, 2022, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
<u>5</u>	<u>2%</u>
<u>10</u>	<u>additional 1% (3% total)</u>
<u>15</u>	<u>additional 4% (7% total)</u>
<u>20</u>	<u>additional 2% (9% total)</u>
<u>25</u>	<u>additional 2% (11% total)</u>

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

241. 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.

242. 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.

H. Experienced Officer Incentive Pay

243. To ensure each district station is adequately staffed with senior officers at night, the most senior officer and the most senior sergeant (i.e., seniority in rank) at each district station and the Patrol Division of the Airport Bureau and on each watch with twenty-three (23) or more years of service shall receive a premium in the amount equal to 2% of base pay as additional incentive to work night duty assignments, subject to the following conditions and limitations:

244. 1. Night duty assignments are defined as 2100-0700 hours (9:00pm-7:00am);

245. 2. The premium shall be limited to the Patrol Division of the Airport Bureau and to night duty field assignments in FOB District Stations. (Station duty and station keeper assignments shall not be eligible for Experienced Officer Incentive Pay);

246. 3. Only the ranks of police officer (Q2-Q4) and sergeant (Q50-Q52) shall be eligible to receive Experienced Officer Incentive Pay;

247. 4. If the senior officer on a watch is off-duty, then the next senior officer with twenty-three years or more of service shall be eligible;

248. 5. Employees that have been issued a suspension (whether the suspension was served or held in abeyance) in the three years immediately preceding shall not be eligible;

249. 6. Experienced Officer assignments shall be for a minimum of twelve (12) months;

ARTICLE III - PAY, HOURS AND BENEFITS

250. 7. Employees shall only receive Experienced Officer Incentive Pay for actual hours worked.
251. In accordance with the provisions of Charter Section A8.597-1, this premium shall be included for purposes of retirement benefit calculations and contributions. This amount is not considered “salary attached to the rank” as defined by Charter Sections A8.595-1, A8.559-1, A8.558 and A8.544.
- I. Night Shift Differential
252. Night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.
- J. Bilingual Pay
253. Bilingual pay, in the amount of eighty dollars (\$80) biweekly, shall be paid to employees who have been certified by the Department of Human Resources as having proficiency in translating to and from one or more foreign languages, as designated by the City, including sign language for the hearing impaired and Braille for the visually impaired. Upon the approval of his/her supervisor, and subject to Department of Human Resources guidelines, the employee shall receive such pay when they are required to utilize such skills. Bilingual pay shall not be included for purposes of retirement benefit calculations or contributions. Effective January 1, 2019, at the City’s discretion, an employee may be required to recertify not more than once annually in order to continue receiving the pay.

Section 5. Other Pays.

- A. Canine Duty
254. Employees assigned to canine duty shall receive additional compensation bi-weekly equal to 5% of base wage as compensation for off duty time authorized and expended in the care and maintenance of the assigned canine, including feeding, grooming, exercising and cleaning up after the canine. This amount has been calculated by the parties to represent approximately eight hours of overtime per week paid at one and one-half times the hourly rate of the federal minimum wage. This extra compensation is not to be considered base pay or premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions.
255. In addition to the above referenced overtime compensation for the ordinary and extraordinary care of the canine and, as authorized by the Department, the City will provide for basic canine food and supplies and shall provide for all appropriate veterinary care through approved City vendors. The City will reimburse other expenses reasonably and customarily incurred in the maintenance and care of the dog. Employees assigned to the Airport Bureau who perform canine duties shall be provided with vehicles for transportation of canines from their home to work and back.

ARTICLE III - PAY, HOURS AND BENEFITS

B. Standby Pay

256. Employees, who as part of the duties of their positions are required by the Chief of Police or designee to be on standby when normally off duty and to be instantly available to return to work to perform their duties, shall receive pay at the rate equivalent to two (2) hours of their regular rate of pay for each assignment that begins on a regularly assigned work day, and three (3) hours of their regular base rate of pay for each assignment that begins on a regularly scheduled day off. The duration of the assignments shall be determined by the Chief of Police or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.
257. Standby pay shall not be allowed in the classes or positions whose duties are primarily administrative in nature, as designated by the Chief of the Department. Standby premiums shall not be included for purposes of retirement benefit calculations or contributions.

C. Call-Back Pay

258. An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment shall be granted a minimum of three (3) hours of pay at the applicable rate, or shall be paid for all hours actually worked at the applicable rate, whichever is greater. If an employee on standby is called back to work, call-back pay shall be paid in lieu of the standby premium.

D. Court Appearance Pay and Administrative Hearings.

259. a. Watch-Off Status. Employees appearing for court on watch-off days will receive three (3) hours of court appearance premium pay (50% above base salary) for their first court appearance commencing with the time indicated on the subpoena. This also includes court preparation and conferences when accompanied by a same day court appearance. No court appearance premium pay will be allowed for an employee's meal period.
260. Employees appearing in court for more than three (3) hours will receive court appearance pay on an hour-for-hour basis when appearing on scheduled watch-off days.
- b. Scheduled-to-Work Status.
261. 1. Employees appearing for court less than one hour prior to the beginning of their scheduled watches will receive one (1) hour of court appearance premium pay.
262. 2. Employees appearing for court more than one (1) but less than two (2) hours prior to the beginning of their scheduled watches will receive two hours of court appearance premium pay.

ARTICLE III - PAY, HOURS AND BENEFITS

263. 3. Employees appearing for court more than two (2) hours, but less than three (3) hours prior to the beginning of their scheduled watches will receive three (3) hours of court appearance premium pay.
264. 4. Employees who appear for court during the morning session and are scheduled to start work at 1200 hours will be entitled to a minimum of three (3) hours of court appearance premium pay regardless of the time indicated on the subpoena. No court appearance premium pay will be allowed for an employee's meal period.
265. 5. Employees appearing for court for more than three (3) hours will receive court appearance premium pay on an hour for hour basis when off-duty during the entire period. No court appearance premium pay will be allowed for an employee's meal period.
266. c. Court Standby. Employees placed on court standby without appearing in court will receive (2) hours of court appearance premium pay only if they are off-duty the entire call-in period indicated on the subpoena. On-duty time includes any overtime for purposes of this section.
267. Employees on sick leave with pay or disability leave who appear in court or are placed on standby are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.
268. Employees on suspension who are subpoenaed and appear in court or are on standby are entitled to compensation at their regular rate of pay, not at the court appearance pay rate.
269. d. District Attorney Conferences. An employee attending an attorney's conference but not appearing in court will receive court appearance pay on an hour-for-hour basis.
270. e. Civil Court. Compensation requests for civil court appearances in which neither the City nor the Department is a party will be processed, reviewed, and certified by the Accounting Section of the Fiscal Division. These requests must be sent to the Accounting Section along with a copy of the subpoena and the record of Civil Court Appearance (SFPD 203) approved by the requesting employee's commanding officer. Employees will receive a court appearance pay on a half-hour for half-hour basis.
271. The Legal Division will review and approve overtime requests for civil cases in which the City or Department is a party. If approved, compensation shall be awarded on a half-hour for half-hour basis.
272. f. Administration Hearings. Any employee who, as part of his/her assigned duties, is required to appear at any administrative hearing while off duty shall receive court appearance pay for time actually spent, or shall receive two (2) hours of court appearance pay whichever is greater.
273. g. Employees on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance pay only when their appearance occurs on a date(s) for which the employee had a previously approved vacation request for 40 hours or more that predated the service of the subpoena. In all other cases, employees will be compensated only as provided by the current Department Bulletin on the subject of court compensation.

ARTICLE III - PAY, HOURS AND BENEFITS

274. h. Any court appearance pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

Section 6. Uniform and Clothing Allowance.

275. 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.
276. In exchange for this additional compensation, employees shall be responsible for the maintenance, care and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear.
277. Newly hired recruit officers shall not be entitled to the annual uniform allowance for the first year of service. Such recruit officers shall continue to be supplied with an initial set of uniforms.
278. Other safety equipment and uniform items, including specialized raingear and boots worn by the Mounted Unit, Solo Motorcycles and Park and Beach Unit, shall continue to be issued by the Department. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department. The specifications for uniform items to be purchased by employees follows as Appendix B.
279. Also in exchange for the annual uniform allowance, employees shall assume all costs of maintenance, repair and damage to the standard uniform items, including damage or repair to normal business attire worn by inspectors and other non-uniformed sworn employees. 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.
280. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

Section 7. Health and Dental Coverage.

281. If fifty percent plus one (50%+1) of the employees covered under the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a change to their contribution model for employee dental premiums or health insurance premiums, with the change to be effective July 1, 2019, for calendar year 2020, then the City and the POA will reopen the MOU on dental or health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. The parties will complete reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), by no later than August 15, 2019.

A. Employee Health Coverage.

ARTICLE III - PAY, HOURS AND BENEFITS

282. Except as provided below, the City shall contribute annually for employee health benefits, the contribution required under the Charter.
283. Except as provided below, in addition, the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).
- B. Dependent Health Coverage.
284. Except as provided below, the City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.
- C. Health Coverage Effective January 1, 2015
285. 1. If, by July 1, 2014, the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a contribution model for employee health insurance premiums based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), to be effective January 1, 2015 (for calendar year 2015 and thereafter), then effective January 1, 2015 the City shall contribute toward the health premiums for enrolled POA members the same percentage described in the PEC Percentage-Based Contribution Model, for the applicable health insurance plan, unless the City and the POA mutually agree to a different Percentage-Based Contribution Model. If the PEC and the City do not agree by July 1, 2014 to a new Percentage-Based Contribution Model to be effective January 1, 2015, then the City and the POA will reopen the MOU on health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. Reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), will be completed by no later than August 15, 2014.
286. 2. To ensure that all employees enrolled in health insurance through the City's Health Service System (HSS) are making premium contributions under a Percentage-Based Contribution Model and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under a Percentage-Based Contribution Model is less than the "average contribution" for the City's HSS members, as established under Charter section A8.428(b) (Average Contribution), then, in addition to the City's contribution, the employee's health insurance premium contribution shall be deemed to apply to the annual Average Contribution. The parties intend that the City's contribution toward premiums for members' health care should not exceed the amount established under Percentage-Based Contribution Model.
287. 3. Upon implementation of new contribution rates effective on January 1, 2015, Article III., section 8.C shall supersede Article III., sections 8.A and 8.B, and those sections will no longer be effective.

ARTICLE III - PAY, HOURS AND BENEFITS

288. D. The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purposes of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
- E. Dental Coverage.
289. The City shall continue to provide dental benefits at the existing level.
- 287a. Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.
290. F. Employees shall be permitted to choose which available City plan they wish to participate in.
291. G. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.
- H. Hepatitis B Vaccine.
292. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.
- I. Annual Tuberculosis Screening.
293. The City will provide, at its cost, annual tuberculosis screening for employees.
- J. Employee Assistance Program.
294. The City shall continue to provide the existing or equivalent employee assistance benefits presently provided by United Behavioral Health.

Section 8. Retirement.

- A. Mandatory Employee Retirement Contribution.
295. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. 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.
296. Notwithstanding paragraph 295. above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two-year period beginning July 1, 2011 and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment

ARTICLE III - PAY, HOURS AND BENEFITS

initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.

297. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.
298. B. Employees with twenty (20) years' service who leave the Department, but who retain their membership in the retirement system, shall be deemed to be retired for purposes of Penal Code Section 12027.
299. C. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule changes, however, shall not be subject to the grievance and arbitration provisions of current Memorandum of Understanding or the impasse procedures of Charter Section A8.590-1, et. seq.
- D. Pre-Retirement Planning Seminar and Retirement Ceremony.
300. The City shall continue to offer pre-retirement seminars and retirement ceremonies for bargaining unit members. These functions shall be administered by the Police Academy in consultation with the Police Officers Association. Bargaining unit members shall be offered the opportunity to attend the seminar in order of the number of years of service credit they have earned towards retirement. A preference shall be given to those members who have filed for retirement with the Retirement System. The City's cost for such services shall not exceed \$15,000 per fiscal year.
- E. Retirement Restoration Payment

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.

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

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

ARTICLE III - PAY, HOURS AND BENEFITS

to the employee for the period July 1, 2021 through June 30, 2022, in the amount of 1% and 2% on regularly scheduled hours.

Section 9. Wellness Programs.

A. Wellness Program.

301. The City shall continue to provide a wellness program as follows:

302. 1. Employees 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.

303. 2. Once an employee has established their core bank of sick leave hours (as provided in (a) above) they shall be entitled to an annual conversion of sick leave hours for cash out payment under the above conditions. If an employee 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 an employee 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.

304. 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.

305. 4. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.

306. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

B. Pilot "wellness incentive program" to promote workforce attendance:

307. A full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits 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.

308. The amount of this payment shall be equal to two percent (2%) of accrued sick leave credits 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 credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.

ARTICLE III - PAY, HOURS AND BENEFITS

309. 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% for each year of service x 20 years of service = 40%
40% x 500 hours = 200 hours.
200 hours x \$25 (base salary at time of separation) = \$5,000

310. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

311. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits or retirement contributions.

312. The beneficiaries of employees who are killed in the line of duty, whose names are engraved on the Memorial Wall of the SFPD Hall of Justice, shall receive payments provided by the wellness incentive program.

313. The Pilot “wellness incentive program” to promote workforce attendance shall sunset on June 30, 2019.

Section 10. Paid Sick Leave Ordinance.

314. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

Section 11. Emergency Child Care Reimbursement Pilot Program

315. The Department will allocate up to fifty thousand dollars (\$50,000) annually for an Emergency Child Care Reimbursement fund. Under this policy, a child is defined as a natural or adopted child of the member under the age of 18. Employees who are held over for mandatory overtime, called back to work, or held over beyond their scheduled watch will be eligible to receive reimbursement up to twenty-five dollars (\$25) per each 30 minutes up to a maximum of one hundred dollars (\$100) per incident based on the employee’s certification verifying the dates, times, and expense incurred. Reimbursement shall not exceed six incidents per employee. This pilot program will sunset on June 30, 2021.

Section 12. Parental Release Time

316. An employee who is a parent of or has unpaid child rearing responsibility for one or more children attending K-12 school or a licensed child care facility shall be granted up to two (2) hours of paid

ARTICLE III - PAY, HOURS AND BENEFITS

Parental Release Time per six (6) month period (i.e. July 1 to December 31; January 1 to June 30) to participate in parent-teacher conferences.

317. In addition, employees are allowed up to forty (40) hours of unpaid Parental Release Time per fiscal year, not exceeding ten (10) hours in any calendar month, to participate in the K-12 school or licensed child care facility activities of any child of the employee or for whom the employee has unpaid child rearing responsibilities. Employees may use accrued vacation, compensatory time off, or floating holidays for this unpaid Parental Release Time.
318. Unused Parental Release Time hours do not roll over.
319. To qualify for either paid or unpaid Parental Release Time, the employee must follow the Department's time off approval process and give reasonable notice to his/her immediate supervisor before taking the time off. The employee must provide written verification from the school or licensed child care facility that he/she participated in a parent teacher conference (for paid Parental Release Time) or school/child care related activities (for unpaid Parental Release Time) on a specific date and at a particular time, corresponding to the time off.
320. The Department may deny a request for Parental Release Time if the request is untimely or for operational needs. Request will not be unreasonably denied. Denials of requests for Parental Release Time under this section are not subject to the grievance procedure under this Agreement.

Section 13. Flexible Watch Assignment Committee

321. The City shall establish a Joint Labor-Management Committee to study a Flexible Watch Assignment Pilot Program. The Committee shall convene no later than November 1, 2018. The Committee shall discuss the possibility of establishing a Flexible Watch Pilot Program. The Committee shall be comprised of up to ten members: five Department representatives and five Association representatives. A Department representative and an Association representative shall jointly chair the Committee. The Committee shall conclude its research and issue a written report with recommendations on the feasibility of creating a Flexible Watch Assignment Program to the Chief of Police by May 30, 2019. The City will provide release time to the Association members to attend Committee meetings.

ARTICLE IV. SCOPE

Section 1. Severability.

322. Should any provision of this Memorandum or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2. Duration.

323. This Agreement shall be effective upon ratification and shall be effective from July 1, 2018 through June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this

_____ day of _____, 2020~~2~~.

FOR THE CITY

FOR THE ASSOCIATION

Carol Isen Date
Human Resources Director (~~Acting~~)

~~Tony Montoya~~ Date
Tracy McCray
President, Police Officers' Association

~~Amalia Martinez~~ Date
Ardis Graham
Employee Relations Director (~~Acting~~)

APPROVED AS TO FORM:
~~Dennis Herrera~~ **David Chiu**, City Attorney

~~Katharine Hobin Porter~~ Date
Jonathan Rolnick
Chief Labor Attorney

City and County of San Francisco
Carol Isen
Human Resources Director



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

May 13, 2022

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

FROM: Ardis Graham, Employee Relations Director
Department of Human Resources

RE: Memoranda of Understanding

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2022 MAY 13 PM 4:09
BY [Signature]

1. Building Inspectors Association (July 1, 2022, through June 30, 2024)
2. Consolidated Crafts (July 1, 2022, through June 30, 2024)
3. Deputy Probation Officers' Association (July 1, 2022, through June 30, 2024)
4. Deputy Sheriffs' Association (July 1, 2022, through June 30, 2024)
5. District Attorney Investigators' Association (July 1, 2022, through June 30, 2024)
6. International Brotherhood of Electrical Workers, Local 6 (July 1, 2022, through June 30, 2024)
7. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2022, through June 30, 2024)
8. The Laborers' International Union, Local 261 (July 1, 2022, through June 30, 2024)
9. Machinists Union, Local 1414 (July 1, 2022, through June 30, 2024)
10. Municipal Attorneys' Association (July 1, 2022, through June 30, 2024)
11. Municipal Executives' Association (July 1, 2022, through June 30, 2024)
12. Operating Engineers, Local 3 (July 1, 2022, through June 30, 2024)
13. Supervising Probation Officers (July 1, 2022, through June 30, 2024)
14. San Francisco City Workers United (July 1, 2022, through June 30, 2024)
15. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2022, through June 30, 2024)
16. Service Employees International Union, Local 1021, Miscellaneous (July 1, 2022, through June 30, 2024)
17. Stationary Engineers, Local 39 (July 1, 2022, through June 30, 2024)
18. Teamsters, Local 856 (Multi-Unit) (July 1, 2022, through June 30, 2024)
19. Teamsters, Local 856 (Supervising Nurses) (July 1, 2022, through June 30, 2024)
20. Transport Workers Union 200 (July 1, 2022, through June 30, 2024)
21. Transport Workers Union 250-A (7410) (July 1, 2022, through June 30, 2024)
22. Transport Workers Union 250-A (Multi) (July 1, 2022, through June 30, 2024)
23. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2022, through June 30, 2024)
24. Union of American Physicians and Dentists, Unit 17 (July 1, 2022, through June 30, 2024)
25. Union of American Physicians and Dentists, Unit 18 (July 1, 2022, through June 30, 2024)
26. Unrepresented Employees Ordinance (July 1, 2022, through June 30, 2024)
27. Amendment No. 4 to Firefighters, Local 798, Unit 2 (July 1, 2018, through June 30, 2023)
28. Amendment No. 3 to Firefighters, Local 798, Unit 1 (July 1, 2018, through June 30, 2023)
29. Amendment No. 2 to San Francisco Police Officers Association (July 1, 2018, through June 30, 2023)
30. Amendment No. 2 to Municipal Executives' Association Police (July 1, 2018, through June 30, 2023)
31. Amendment No. 2 to Municipal Executives' Association Fire (July 1, 2018, through June 30, 2023)
32. Letter of Agreement between the City and County of San Francisco and the Committee of Interns and Residents, SEIU
33. Citywide Amendment to the Current Memorandums of Understanding and Collective Bargaining Agreements with Unions Identified in Appendix A

Please find enclosed for each Memorandum of Understanding:

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE

Angela Calvillo
May 13, 2022
Page 2 of 2

- 1 original and 1 copy REDLINE MOU w/ attached arbitration decision/award (if awarded)
- 1 original and 1 copy FINAL MOU

Additional Documentation:

- 1 original and 1 copy Summary of changes for each MOU (Highlights)

Please find enclosed for the Unrepresented Employees Ordinance:

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy LEGISLATIVE DIGEST
- LIST OF UNREPRESENTED JOB CODES 001
- LIST OF UNREPRESENTED JOB CODES 002

Please find enclosed for each Amendment

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of MOU amendment
- 1 original and 1 copy REDLINE MOU
- 1 original and 1 copy FINAL MOU

Please find attached for the Letter of Agreement

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of Letter of Agreement

Please find attached for the Citywide Amendment

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of Amendment
- 1 original and 1 copy of Appendix A

We request a waiver of the 30 day rule from the Board President and request a hearing at the Government Audit and Oversight Committee on June 2nd or earlier.

Thank you.

Enclosures

cc: Carol Isen, Human Resources Director
Jonathan Rolnick, Chief Labor Attorney
Ben Rosenfield, Controller
Eileen McHugh, Executive Assistant, Board of Supervisors
Tom Paulino, Liaison to the Board of Supervisors
Alisa Somera, Legislative Deputy Director, San Francisco Board of Supervisors
John Carroll, Assistant Clerk for Board of Supervisors
File

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Tom Paulino
RE: The Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020
DATE: May 17, 2022

The Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.

Should you have any questions, please contact Tom Paulino at 415-554-6153.



TO: Angela Calvillo, Clerk of the Board of Supervisors; Shamann Walton, President
of the Board of Supervisors
FROM: Tom Paulino
RE: 30-day Waiver Request for Memorandums of Understanding (MOU)
DATE: May 18, 2022

A formal request to waive the 30-day hold on the following Memorandums of Understanding (MOU):

MOU's

1. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Building Inspectors' Association, to be effective July 1, 2022 through June 30, 2024.
2. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2022 through June 30, 2024.
3. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2022 through June 30, 2024.
4. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2022 through June 30, 2024.
5. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2022 through June 30, 2024.

6. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2022 through June 30, 2024.
7. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2022 through June 30, 2024.
8. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2022 through June 30, 2024.
9. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys Association, to be effective July 1, 2022 through June 30, 2024.
10. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2022 through June 30, 2024.
11. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association to be effective July 1, 2022 through June 30, 2024.
12. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2022 through June 30, 2024.
13. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union No. 3, to be effective July 1, 2022 through June 30, 2024.
14. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers Local Union No. 3 Supervising Probation Officers, to be effective July 1, 2022 through June 30, 2024.
15. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and San Francisco City Workers United Painters, to be effective July 1, 2022 through June 30, 2024.
16. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2022 through June 30, 2024.
17. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2022 through June 30, 2024.

18. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2022 through June 30, 2024.
19. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856: Supervising Registered Nurses, to be effective July 1, 2022 through June 30, 2024.
20. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2022 through June 30, 2024.
21. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, AFL-CIO, Local 200, to be effective July 1, 2022 through June 30, 2024.
22. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A, Automotive Service Workers (7410), to be effective July 1, 2022 through June 30, 2024.
23. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A, Multi-Unit, to be effective July 1, 2022 through June 30, 2024.
24. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2022 through June 30, 2024.
25. Attached for introduction to the Board of Supervisors is an Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2022 through June 30, 2024.

Unrepresented Employees Ordinance

1. Attached for introduction to the Board of Supervisors is an Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2022.

Amendments

1. Attached for introduction to the Board of Supervisors is the Third Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 1, to restore effective June 30, 2022, a deferred two percent (2%) base wage increase originally due on July 1, 2020.

2. Attached for introduction to the Board of Supervisors is the Fourth Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to restore effective June 30, 2022, a deferred two percent (2%) base wage increase originally due on July 1, 2020.
3. Attached for introduction to the Board of Supervisors is the Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives’ Association Fire, to restore effective June 30, 2022, a deferred two percent (2%) base wage increase originally due on July 1, 2020
4. Attached for introduction to the Board of Supervisors is the Second Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the Municipal Executives’ Association Police, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.
5. Attached for introduction to the Board of Supervisors is the Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.
6. Attached for introduction to the Board of Supervisors is an Amendment to the current Memorandums of Understanding (“MOUs) and Collective Bargaining Agreements (“CBAs”) between the City and County of San Francisco and the Unions identified in Appendix A, providing for the carry forward to fiscal year 2022-2023 of accrued in lieu and floating holidays to be effective June 30, 2022.

Letter of Agreement (CIR)

Attached for introduction to the Board of Supervisors is a Letter of Agreement between the City and County of San Francisco and the Committee of Interns and Residents, to be effective July 1, 2022 through June 30, 2023.

Should you have any questions, please contact Tom Paulino at 415-554-6153.

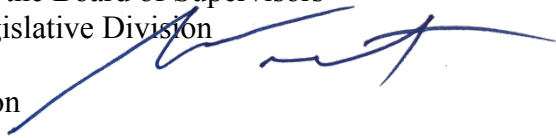


SHAMANN WALTON

MEMORANDUM

DATE: May 19, 2022

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

FROM: President Shamann Walton 

CC: Anne Pearson, Deputy City Attorney
Tom Paulino, Mayor's Office

SUBJECT: **30-Day Waivers Granted for Memorandums of Understandings (MOUs)**

Dear Madam Clerk and Legislative Division Staff,

I am hereby granting the 30-day waiver request for the following items related to Memorandums of Understandings (MOUs) introduced by the Mayor on May 17, 2022:

- 220566 [Memorandum of Understanding - Building Inspectors' Association]
- 220567 [Memorandum of Understanding - Crafts Coalition]
- 220568 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]
- 220569 [Collective Bargaining Agreement - The San Francisco Deputy Sheriffs' Association]
- 220570 [Collective Bargaining Agreement - The San Francisco District Attorney Investigators' Association]
- 220571 [Collective Bargaining Agreement - The International Brotherhood of Electrical Workers, Local 6]
- 220572 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]
- 220573 [Memorandum of Understanding - Laborers International Union, Local 261]
- 220574 [Memorandum of Understanding - Machinists Union, Local 1414]
- 220575 [Memorandum of Understanding - Municipal Attorneys Association]
- 220576 [Memorandum of Understanding - Municipal Executives Association]
- 220577 [Memorandum of Understanding - Operating Engineers Local Union No. 3]
- 220578 [Memorandum of Understanding - Operating Engineers Local Union No. 3 Supervising Probation Officers]
- 220579 [Memorandum of Understanding - San Francisco City Workers United Painters]
- 220580 [Collective Bargaining Agreement - The San Francisco Sheriffs' Managers and Supervisors Association]

- 220581 [Collective Bargaining Agreement - Service Employees International Union, Local 1021]
- 220582 [Memorandum of Understanding - The International Union of Operating Engineers Stationary Engineers, Local 39]
- 220583 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]
- 220584 [Memorandum of Understanding - Teamsters, Local 856: Supervising Registered Nurses]
- 220585 [Memorandum of Understanding - the Transport Workers Union of America, AFL-CIO, Local 200]
- 220586 [Collective Bargaining Agreement - Transport Workers Union of America, Local 250-A Automotive Service Workers (7410)]
- 220587 [Collective Bargaining Agreement - Transport Workers Union of America, Local 250-A, Multi-Unit]
- 220588 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]
- 220589 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 17]
- 220590 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 18]
- 220591 [Compensation for Unrepresented Employees]
- 220592 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]
- 220593 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 1]
- 220594 [Memorandum of Understanding - San Francisco Police Officers Association]
- 220595 [Memorandum of Understanding - Municipal Executives' Association Police]
- 220596 [Memorandum of Understanding - Municipal Executives' Association Fire]
- 220597 [Letter of Agreement - Committee Interns and Residents]
- 220598 [Memorandum of Understanding - Citywide Amendment]

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller

FROM: Alisa Somera, Legislative Deputy Director
Board of Supervisors

DATE: May 23, 2022

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor London N. Breed, on May 17, 2022:

- [220566](#) - Memorandum of Understanding - Building Inspectors' Association
- [220567](#) - MOU - Crafts Coalition
- [220568](#) - MOU - Deputy Probation Officers' Association
- [220569](#) - Collective Bargaining Agreement - Deputy Sheriffs' Association
- [220570](#) - Collective Bargaining Agreement - District Attorney Investigators' Association
- [220571](#) - Collective Bargaining Agreement - IBEW, Local 6
- [220572](#) - MOU - IFPTE, Local 21
- [220573](#) - MOU - Laborers International Union, Local 261
- [220574](#) - MOU - Machinists Union, Local 1414
- [220575](#) - MOU - Municipal Attorneys Association
- [220576](#) - MOU - Municipal Executives Association
- [220577](#) - MOU - Operating Engineers Local Union No. 3
- [220578](#) - MOU - Operating Engineers Local Union No. 3 Supervising Probation Officers
- [220579](#) - MOU - San Francisco City Workers United Painters
- [220580](#) - Collective Bargaining Agreement - Sheriffs' Managers & Supervisors Assoc.
- [220581](#) - Collective Bargaining Agreement - SEIU, Local 1021
- [220582](#) - MOU - Operating Engineers Stationary Engineers, Local 39
- [220583](#) - MOU - Teamsters, Local 856 (Multi-Unit)
- [220584](#) - MOU - Teamsters, Local 856: Supervising Registered Nurses
- [220585](#) - MOU - the Transport Workers Union of America, AFL-CIO, Local 200
- [220586](#) - Collective Bargaining Agreement - Transport Workers, Local 250-A Automotive Service Workers (7410)
- [220587](#) - Collective Bargaining Agreement - Transport Workers, Local 250-A, Multi-Unit
- [220588](#) - MOU - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38
- [220589](#) - Collective Bargaining Agreement - American Physicians and Dentists, Unit 17
- [220590](#) - Collective Bargaining Agreement - American Physicians and Dentists, Unit 18
- [220591](#) - Compensation for Unrepresented Employees
- [220592](#) - MOU - Fire Fighters Union Local 798, Unit 2

- [220593](#) - MOU - Fire Fighters Union Local 798, Unit 1
- [220594](#) - MOU - San Francisco Police Officers Association
- [220595](#) - MOU - Municipal Executives' Association Police
- [220596](#) - MOU - Municipal Executives' Association Fire
- [220597](#) - Letter of Agreement - Committee Interns and Residents
- [220598](#) - MOU - Citywide Amendment

These matters are being forwarded to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or alisa.somera@sfgov.org.

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

Member, Board of Supervisors
District 5



City and County of San Francisco

DEAN PRESTON

DATE: May 26, 2022

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Preston
Chairperson

RE: Government Audit and Oversight Committee
COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee I have deemed the following matters to be of an urgent nature and request each be considered by the full Board on Tuesday, June 7, 2022, as Committee Reports:

1. [220607 - Environment, Health Codes - Requirements for Edible Food Recovery and Organic Waste Collection](#)
2. [220566 – Building Inspectors Association](#)
3. [220567 – Consolidated Crafts](#)
4. [220568 – Deputy Probation Officers’ Association](#)
5. [220569 – Deputy Sheriffs’ Association](#)
6. [220570 – District Attorney Investigators’ Association](#)
7. [220571 – International Brotherhood of Electrical Workers, Local 6](#)
8. [220572 – International Federation of Professional and Technical Engineers, Local 21](#)
9. [220573 – The Laborers’ International Union, Local 261](#)
10. [220574 – Machinists Union, Local 1414](#)
11. [220575 – Municipal Attorneys’ Association](#)
12. [220576 – Municipal Executives’ Association](#)
13. [220577 – Operating Engineers, Local 3](#)
14. [220578 – Supervising Probation Officers](#)
15. [220579 – San Francisco City Workers United](#)
16. [220580 – San Francisco Sheriffs’ Managers and Supervisors Association](#)
17. [220581 – Service Employees International Union, Local 1021, Miscellaneous](#)
18. [220582 – Stationary Engineers, Local 39](#)
19. [220583 – Teamsters, Local 856 \(Multi-Unit\)](#)
20. [220584 – Teamsters, Local 856 \(Supervising Nurses\)](#)
21. [220585 – Transport Workers Union 200](#)
22. [220586 – Transport Workers Union 250-A \(7410\)](#)
23. [220587 – Transport Workers Union 250-A \(Multi\)](#)
24. [220588 – United Association of Plumbers and Pipefitters, Local 38](#)
25. [220589 – Union of American Physicians and Dentists, Unit 17](#)
26. [220590 – Union of American Physicians and Dentists, Unit 18](#)
27. [220591 – Unrepresented Employees Ordinance](#)
28. [220592 – Amendment No. 4 to Firefighters, Local 798, Unit 2](#)
29. [220593 – Amendment No. 3 to Firefighters, Local 798, Unit 1](#)

Member, Board of Supervisors
District 5



City and County of San Francisco

DEAN PRESTON

30. [220594 – Amendment No. 2 to San Francisco Police Officers Association](#)
31. [220595 – Amendment No. 2 to Municipal Executives’ Association Police](#)
32. [220596 – Amendment No. 2 to Municipal Executives’ Association Fire](#)
33. [220597 – Letter of Agreement between the City and County of San Francisco and the Committee of Interns and Residents, SEIU](#)
34. [220598 – Citywide Amendment to the Current Memorandums of Understanding and Collective Bargaining Agreements with Unions Identified in Appendix A](#)

These matters will be heard at a regular Government Audit and Oversight Committee meeting on June 2, 2022, at 10:00 a.m.

A handwritten signature in blue ink that reads "Dean Preston".

Dean Preston

From: [Menard, Nicolas \(BUD\)](#)
To: [Major, Erica \(BOS\)](#)
Cc: [Rose, Harvey \(BUD\)](#); [Campbell, Severin \(BOS\)](#); [Guma, Amanda \(BOS\)](#); [Perkinson, Jessica \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Goncher, Dan \(BUD\)](#)
Subject: Re: Final Agenda for 06/02/2022 GAO
Date: Thursday, May 26, 2022 5:15:16 PM
Attachments: [2022.06.02 - GAO Agenda FINAL.pdf](#)

Thank you, Erica. We are not reporting on any items for next week's GAO meeting.

On May 26, 2022, at 3:49 PM, Major, Erica (BOS) <erica.major@sfgov.org> wrote:

Please find the final agenda for next week's GAO meeting. Please submit the required reports for inclusion to the files.

ERICA MAJOR

Assistant Clerk

Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall, Room 244 San Francisco, CA 94102

Phone: (415) 554-4441 | Fax: (415) 554-5163

Erica.Major@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a "virtual" meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

Due to the current COVID-19 health emergency and the Shelter in Place Order, the Office of the Clerk of the Board is working remotely while providing complete access to the legislative process and our services.

Click [HERE](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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**Disclosures:** *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

# Update on Bargaining

Government Audit and  
Oversight Committee

*June 2, 2022*





# 2022 Bargaining Summary

- 33 Amended MOUs and Unrep Ordinance
- 27 Successor MOUs
- 26 MOUs ratified by employees
- Limited amendments to Police and Fire MOUs



# Recovery and Restoration

- Coalition of all public employee organizations
- Union autonomy
- Negotiated general wage increase
- Two-year successor MOUs

- General wage increases
  - 5.25% Increase on July 1, 2022
  - 2.5% Increase on January 1, 2023
  - 2.25% Increase on June 30, 2023
  - Year two includes budgetary off-ramps
- Agreement to minimize labor strife
- Amendments to MOUs based on mutual agreement



# Restoration

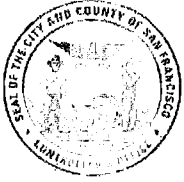
- Hiring agreements with the largest unions
- Labor market-based wage increases
  - Retention of existing employees
  - Recruitment of new employees
- Other improvements
  - Hybrid and remote work
  - Juneteenth holiday codified
  - Dropped prohibition on dual remedies (Gould)
  - Health and safety language improvements
  - Tuition Reimbursement Improvements



# Firefighters & Police Wages

- General Wage Increases:
  - – 12/26/20 → 6/30/22 (COB): deferred 3% for 18 months.
- Police Officers & Firefighters
  - Restoration of 3% Give-back
  - Estimated Cost: \$22 Million
- Police Longevity & Recruitment Incentives
  - 2% premium for years 5 and 15
  - Raise entry-level pay





**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield  
Controller

Todd Rydstrom  
Deputy Controller

June 1, 2022

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Numbers 220566-220598: Memoranda of Understanding (MOU) between the City and County of San Francisco and various Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 26 MOUs representing miscellaneous bargaining units, four MOU amendments for safety unions, one letter of agreement, and one Citywide amendment. The MOUs for all unions cover the period July 1, 2022 through June 30, 2024. The MOU amendments and letter of agreement cover the period July 1, 2022 through June 20, 2023. The Citywide amendment relates to carrying floating holiday balances from FY 2021-22 to FY 2022-23.

The MOUs and MOU amendments affect approximately 26,000 authorized positions with an overall salary and benefits base of approximately \$4.1 billion in FY 2022-23 and \$3.3 billion in FY 2023-24. Our analysis finds that the MOUs will result in increased costs to the City of \$213.7 million (or 5.2%) of base wage and benefit cost in FY 2022-23 and \$320.4 million (or 9.7%) of base wage and benefit cost in FY 2023-24. Approximately 60% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Wage increases in FY 2023-24 could be delayed if the Joint Report projects a budget deficit greater than \$300 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$231.3 million in FY 2023-24. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

If you have additional questions or concerns, please contact me at (415)-554-7500 or Carol Lu of my staff at (415)-554-7647.

Sincerely,

  
Ben Rosenfield  
Controller

cc: Ardis Graham, Employee Relations Director  
Severin Campbell, Budget Analyst

## Attachment A

| Combined Costs for All MOUs and Amendments |  | FY 2022-23            | FY 2023-24            |
|--------------------------------------------|--|-----------------------|-----------------------|
| Wages                                      |  | \$ 159,250,000        | \$ 253,814,000        |
| Wage-Related Fringe Benefits               |  | 36,490,000            | 59,965,000            |
| Premiums                                   |  | 16,665,000            | 5,316,000             |
| Other Benefits                             |  | 1,292,000             | 1,306,000             |
| <b>MOU Total</b>                           |  | <b>\$ 213,697,000</b> | <b>\$ 320,401,000</b> |
| <i>% of Wage and Benefits Base</i>         |  | <i>5.21%</i>          | <i>9.66%</i>          |

### Union Detail

File Number Union

| 220566                             | San Francisco Building Inspectors' Association | FY 2022-23        | FY 2023-24          |
|------------------------------------|------------------------------------------------|-------------------|---------------------|
|                                    | Wages                                          | \$ 500,000        | \$ 862,000          |
|                                    | Wage-Related Fringe Benefits                   | 123,000           | 213,000             |
|                                    | Acting Assignment Pay                          | 10,000            | 10,000              |
|                                    | Life Insurance                                 | 3,000             | 3,000               |
| <b>Union Total</b>                 |                                                | <b>\$ 636,000</b> | <b>\$ 1,088,000</b> |
| <i>% of Wage and Benefits Base</i> |                                                | <i>5.35%</i>      | <i>9.16%</i>        |

| 220567                             | Crafts Coalition             | FY 2022-23          | FY 2023-24          |
|------------------------------------|------------------------------|---------------------|---------------------|
|                                    | Wages                        | \$ 2,465,000        | \$ 4,248,000        |
|                                    | Wage-Related Fringe Benefits | 602,000             | 1,038,000           |
|                                    | Lead Worker Pay              | 42,000              | 42,000              |
|                                    | Dispatch Premium             | 26,000              | 27,000              |
|                                    | Safety Equipment and Shoes   | 20,000              | 20,000              |
|                                    | Crane Certification          | 4,000               | 4,000               |
|                                    | Protective Equipment         | 3,000               | 3,000               |
|                                    | Underwater Pay               | 4,000               | 4,000               |
|                                    | Jackets                      | 1,000               | 1,000               |
| <b>Union Total</b>                 |                              | <b>\$ 3,167,000</b> | <b>\$ 5,387,000</b> |
| <i>% of Wage and Benefits Base</i> |                              | <i>5.42%</i>        | <i>9.22%</i>        |

| 220568                             | San Francisco Deputy Probation Officers' Association | FY 2022-23          | FY 2023-24          |
|------------------------------------|------------------------------------------------------|---------------------|---------------------|
|                                    | Wages                                                | \$ 746,000          | \$ 1,286,000        |
|                                    | Wage-Related Fringe Benefits                         | 304,000             | 524,000             |
|                                    | Training Officer Premium                             | 11,000              | 12,000              |
|                                    | Acting Assignment Pay                                | 3,000               | 3,000               |
|                                    | Badge Retirement                                     | 1,000               | 1,000               |
| <b>Union Total</b>                 |                                                      | <b>\$ 1,065,000</b> | <b>\$ 1,826,000</b> |
| <i>% of Wage and Benefits Base</i> |                                                      | <i>5.32%</i>        | <i>9.13%</i>        |

| 220569 | Deputy Sheriffs' Association | FY 2022-23   | FY 2023-24    |
|--------|------------------------------|--------------|---------------|
|        | Wages                        | \$ 6,239,000 | \$ 10,753,000 |
|        | Wage-Related Fringe Benefits | 1,996,000    | 3,440,000     |
|        | Longevity Pay                | 2,141,000    | 2,195,000     |
|        | POST Pay                     | 243,000      | 265,000       |

Union Total \$ 10,619,000 \$ 16,653,000  
 % of Wage and Benefits Base 6.77% 10.62%

| 220570 | San Francisco District Attorney Investigators' Association | FY 2022-23        | FY 2023-24        |
|--------|------------------------------------------------------------|-------------------|-------------------|
|        | Wages                                                      | \$ 289,000        | \$ 499,000        |
|        | Wage-Related Fringe Benefits                               | 76,000            | 131,000           |
|        | POST Certification Premium                                 | 30,000            | 33,000            |
|        | <b>Union Total</b>                                         | <b>\$ 395,000</b> | <b>\$ 663,000</b> |
|        | <i>% of Wage and Benefits Base</i>                         | <i>5.67%</i>      | <i>9.52%</i>      |

| 220571 | International Brotherhood of Electrical Workers, Local 6 | FY 2022-23          | FY 2023-24          |
|--------|----------------------------------------------------------|---------------------|---------------------|
|        | Wages                                                    | \$ 2,133,000        | \$ 3,676,000        |
|        | Wage-Related Fringe Benefits                             | 505,000             | 870,000             |
|        | Job Class Equity Adjustments                             | 794,000             | 1,295,000           |
|        | Lead Worker Pay                                          | 43,000              | 43,000              |
|        | Life Insurance                                           | 14,000              | 14,000              |
|        | Severance Pay                                            | 7,000               | 7,000               |
|        | Waste Water Premium                                      | 6,000               | 6,000               |
|        | Height Premium                                           | 5,000               | 5,000               |
|        | Shoes and Clothing                                       | 3,000               | 3,000               |
|        | Underwater Pay                                           | 1,000               | 1,000               |
|        | Correctional Facility Premium                            | 1,000               | 1,000               |
|        | Paid Meals                                               | 0                   | 0                   |
|        | <b>Union Total</b>                                       | <b>\$ 3,512,000</b> | <b>\$ 5,921,000</b> |
|        | <i>% of Wage and Benefits Base</i>                       | <i>6.99%</i>        | <i>11.79%</i>       |

| 220572 | International Federation of Professional and Technical Engineers, Local 21 | FY 2022-23           | FY 2023-24           |
|--------|----------------------------------------------------------------------------|----------------------|----------------------|
|        | Wages                                                                      | \$ 33,479,000        | \$ 57,700,000        |
|        | Wage-Related Fringe Benefits                                               | 8,336,000            | 14,366,000           |
|        | Job Class Equity Adjustments                                               | 4,557,000            | 7,615,000            |
|        | Job Class Step Adjustments                                                 | 492,000              | 518,000              |
|        | Advanced Certification                                                     | 93,000               | 93,000               |
|        | Lead Person Pay                                                            | 45,000               | 45,000               |
|        | Protective Clothing                                                        | 40,000               | 40,000               |
|        | Physician Assistant Parity                                                 | 36,000               | 37,000               |
|        | <b>Union Total</b>                                                         | <b>\$ 47,078,000</b> | <b>\$ 80,414,000</b> |
|        | <i>% of Wage and Benefits Base</i>                                         | <i>5.91%</i>         | <i>10.10%</i>        |

| 220573 | Laborers International Union, Local 261 | FY 2022-23   | FY 2023-24   |
|--------|-----------------------------------------|--------------|--------------|
|        | Wages                                   | \$ 4,836,000 | \$ 8,334,000 |
|        | Wage-Related Fringe Benefits            | 1,172,000    | 2,020,000    |
|        | Job Class Equity Adjustments            | 203,000      | 404,000      |
|        | Night Shift Premium                     | 53,000       | 58,000       |
|        | Life Insurance                          | 51,000       | 51,000       |
|        | Protective Clothing                     | 48,000       | 48,000       |
|        | Lead Worker Pay                         | 39,000       | 39,000       |
|        | Bilingual Pay                           | 33,000       | 33,000       |
|        | Tuition Expenses                        | 8,000        | 8,000        |
|        | Work Clothing                           | 3,000        | 3,000        |

Union Total \$ 6,446,000 \$ 10,998,000  
 % of Wage and Benefits Base 5.63% 9.61%

| 220574 | Machinists Union, Local 1414       | FY 2022-23          | FY 2023-24          |
|--------|------------------------------------|---------------------|---------------------|
|        | Wages                              | \$ 1,179,000        | \$ 2,032,000        |
|        | Wage-Related Fringe Benefits       | 284,000             | 490,000             |
|        | Job Class Equity Adjustments       | 192,000             | 199,000             |
|        | Lead Person Premium                | 5,000               | 5,000               |
|        | Heavy Equipment Premium            | 3,000               | 3,000               |
|        | Auxilliary Premium - Abolished     | (28,000)            | (28,000)            |
|        | <b>Union Total</b>                 | <b>\$ 1,635,000</b> | <b>\$ 2,701,000</b> |
|        | <i>% of Wage and Benefits Base</i> | <i>5.87%</i>        | <i>9.69%</i>        |

| 220575 | Municipal Attorney's Association    | FY 2022-23          | FY 2023-24           |
|--------|-------------------------------------|---------------------|----------------------|
|        | Wages                               | \$ 5,190,000        | \$ 8,946,000         |
|        | Wage-Related Fringe Benefits        | 1,223,000           | 2,107,000            |
|        | Lead Person Pay Pilot               | 429,000             | 429,000              |
|        | Professional Services Reimbursement | 268,000             | 268,000              |
|        | Standby Pay                         | 19,000              | 19,000               |
|        | Severance Pay                       | 4,000               | 4,000                |
|        | <b>Union Total</b>                  | <b>\$ 7,133,000</b> | <b>\$ 11,773,000</b> |
|        | <i>% of Wage and Benefits Base</i>  | <i>5.84%</i>        | <i>9.64%</i>         |

| 220576 | Municipal Executives Association   | FY 2022-23           | FY 2023-24           |
|--------|------------------------------------|----------------------|----------------------|
|        | Wages                              | \$ 11,385,000        | \$ 19,623,000        |
|        | Wage-Related Fringe Benefits       | 2,714,000            | 4,677,000            |
|        | Long-Term Disability               | 145,000              | 291,000              |
|        | Acting Assignment Pay              | 114,000              | 125,000              |
|        | Training Expenses                  | 50,000               | 50,000               |
|        | SFERS CEO Bonus                    | 27,000               | 0                    |
|        | Sheriffs' Retention Pay            | 25,000               | 26,000               |
|        | Uniform Allowance                  | 11,000               | 3,000                |
|        | POST Premium                       | 10,000               | 11,000               |
|        | <b>Union Total</b>                 | <b>\$ 14,481,000</b> | <b>\$ 24,806,000</b> |
|        | <i>% of Wage and Benefits Base</i> | <i>5.39%</i>         | <i>9.24%</i>         |

| 220577 | Operating Engineers, Local 3       | FY 2022-23        | FY 2023-24        |
|--------|------------------------------------|-------------------|-------------------|
|        | Wages                              | \$ 351,000        | \$ 605,000        |
|        | Wage-Related Fringe Benefits       | 84,000            | 144,000           |
|        | Uniforms                           | 12,000            | 12,000            |
|        | <b>Union Total</b>                 | <b>\$ 447,000</b> | <b>\$ 761,000</b> |
|        | <i>% of Wage and Benefits Base</i> | <i>5.40%</i>      | <i>9.20%</i>      |

| 220578 | Supervising Probation Officers                  | FY 2022-23        | FY 2023-24        |
|--------|-------------------------------------------------|-------------------|-------------------|
|        | Wages                                           | \$ 198,000        | \$ 342,000        |
|        | Wage-Related Fringe Benefits                    | 91,000            | 157,000           |
|        | Instructor Premium - Firearms                   | 6,000             | 6,000             |
|        | Instructor Premium - Other Specialized Training | 2,000             | 2,000             |
|        | <b>Union Total</b>                              | <b>\$ 297,000</b> | <b>\$ 507,000</b> |
|        | <i>% of Wage and Benefits Base</i>              | <i>5.39%</i>      | <i>9.20%</i>      |

|        |                                                                                  |    |                                    |    |                       |
|--------|----------------------------------------------------------------------------------|----|------------------------------------|----|-----------------------|
| 220579 | <b>San Francisco City Workers United</b>                                         |    | FY 2022-23                         |    | FY 2023-24            |
|        | Wages                                                                            | \$ | 552,000                            | \$ | 951,000               |
|        | Wage-Related Fringe Benefits                                                     |    | 136,000                            |    | 234,000               |
|        | Lead Person Pay                                                                  |    | 23,000                             |    | 23,000                |
|        | Life Insurance                                                                   |    | 6,000                              |    | 6,000                 |
|        | Height Worker Pay                                                                |    | 3,000                              |    | 3,000                 |
|        |                                                                                  |    | <b>Union Total \$</b>              |    | <b>\$ 1,217,000</b>   |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |    | <i>5.50%</i>          |
|        |                                                                                  |    |                                    |    | <i>9.29%</i>          |
| 220580 | <b>Sheriffs' Managers &amp; Supervisors Association</b>                          |    | FY 2022-23                         |    | FY 2023-24            |
|        | Wages                                                                            | \$ | 1,202,000                          | \$ | 2,071,000             |
|        | Wage-Related Fringe Benefits                                                     |    | 508,000                            |    | 875,000               |
|        | Job Class Equity Adjustments                                                     |    | 424,000                            |    | 440,000               |
|        | Uniform Allowance                                                                |    | 16,000                             |    | 16,000                |
|        |                                                                                  |    | <b>Union Total \$</b>              |    | <b>\$ 3,402,000</b>   |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |    | <i>6.60%</i>          |
|        |                                                                                  |    |                                    |    | <i>10.45%</i>         |
| 220581 | <b>Service Employees International Union, Local 1021</b>                         |    | FY 2022-23                         |    | FY 2023-24            |
|        | Wages                                                                            | \$ | 55,291,000                         | \$ | 95,292,000            |
|        | Wage-Related Fringe Benefits                                                     |    | 13,486,000                         |    | 23,242,000            |
|        | Job Class Equity Adjustments                                                     |    | 407,000                            |    | 422,000               |
|        | Longevity Pay                                                                    |    | 1,190,000                          |    | 1,190,000             |
|        | Step Adjustments                                                                 |    | 384,000                            |    | 1,548,000             |
|        | Training Program                                                                 |    | 200,000                            |    | 200,000               |
|        | Emergency Department Premium                                                     |    | 196,000                            |    | 206,000               |
|        | Uniform Allowance                                                                |    | 170,000                            |    | 73,000                |
|        | Radiology Technician Pay                                                         |    | 153,000                            |    | 204,000               |
|        |                                                                                  |    | <b>Union Total \$</b>              |    | <b>\$ 122,377,000</b> |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |    | <i>5.46%</i>          |
|        |                                                                                  |    |                                    |    | <i>9.34%</i>          |
| 220582 | <b>International Union of Operating Engineers Stationary Engineers, Local 39</b> |    | FY 2022-23                         |    | FY 2023-24            |
|        | Wages                                                                            | \$ | 4,225,000                          | \$ | 7,281,000             |
|        | Wage-Related Fringe Benefits                                                     |    | 1,024,000                          |    | 1,764,000             |
|        | Certification Premium                                                            |    | 69,000                             |    | 76,000                |
|        | Uniforms                                                                         |    | 54,000                             |    | 54,000                |
|        | Lead Person Pay                                                                  |    | 29,000                             |    | 29,000                |
|        | Life Insurance                                                                   |    | 27,000                             |    | 27,000                |
|        | Correctional Facility Premium                                                    |    | 12,000                             |    | 12,000                |
|        | City Distribution Division Premium                                               |    | 12,000                             |    | 12,000                |
|        | Cable Maintenance Mechanic Premium                                               |    | 1,000                              |    | 1,000                 |
|        | Diver Premium                                                                    |    | 0                                  |    | 0                     |
|        |                                                                                  |    | <b>Union Total \$</b>              |    | <b>\$ 9,256,000</b>   |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |    | <i>5.45%</i>          |
|        |                                                                                  |    |                                    |    | <i>9.26%</i>          |
| 220583 | <b>Teamsters, Local 856 (Multi-Unit)</b>                                         |    | FY 2022-23                         |    | FY 2023-24            |
|        | Wages                                                                            | \$ | 560,000                            | \$ | 965,000               |
|        | Wage-Related Fringe Benefits                                                     |    | 154,000                            |    | 266,000               |
|        | Floating Holiday                                                                 |    | 52,000                             |    | 52,000                |
|        | Standby Pay                                                                      |    | 22,000                             |    | 23,000                |
|        | In-Charge Assignment Pay                                                         |    | 3,000                              |    | 3,000                 |

|                           |                                                                                                   |                                    |                   |           |                   |
|---------------------------|---------------------------------------------------------------------------------------------------|------------------------------------|-------------------|-----------|-------------------|
|                           | Safety Glasses                                                                                    |                                    | 1,000             |           | 1,000             |
|                           | Field Training Officer Pay                                                                        |                                    | 1,000             |           | 1,000             |
|                           | Lead Person Pay for 7444                                                                          |                                    | 0                 |           | 0                 |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>793,000</b>    | <b>\$</b> | <b>1,311,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.83%</i>      |           | <i>9.64%</i>      |
| <b>220584</b>             | <b>Teamsters Local 856: Supervising Registered Nurses</b>                                         |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 1,678,000         | \$        | 2,892,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 386,000           |           | 666,000           |
|                           | Standby and On-Call Pay                                                                           |                                    | 136,000           |           | 148,000           |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>2,200,000</b>  | <b>\$</b> | <b>3,706,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.59%</i>      |           | <i>9.42%</i>      |
| <b>220585</b>             | <b>Transport Workers Union of America, Local 200</b>                                              |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 204,000           | \$        | 351,000           |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 49,000            |           | 85,000            |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>253,000</b>    | <b>\$</b> | <b>436,000</b>    |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.25%</i>      |           | <i>9.04%</i>      |
| <b>220586</b>             | <b>Transport Workers Union of America, Local 250-A (7410)</b>                                     |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 252,000           | \$        | 434,000           |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 58,000            |           | 100,000           |
|                           | Step Adjustments                                                                                  |                                    | 16,000            |           | 32,000            |
|                           | Uniform Allowance                                                                                 |                                    | 6,000             |           | 6,000             |
|                           | Lead Person Premium                                                                               |                                    | 0                 |           | 0                 |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>332,000</b>    | <b>\$</b> | <b>572,000</b>    |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.63%</i>      |           | <i>9.69%</i>      |
| <b>220587</b>             | <b>Transport Workers Union of America, Local 250-A (Multi-Unit)</b>                               |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 659,000           | \$        | 1,135,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 165,000           |           | 285,000           |
|                           | Lead Person Pay                                                                                   |                                    | 15,000            |           | 15,000            |
|                           | Life Insurance                                                                                    |                                    | 5,000             |           | 5,000             |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>844,000</b>    | <b>\$</b> | <b>1,440,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.38%</i>      |           | <i>9.17%</i>      |
| <b>220588</b>             | <b>United Association of Journeymen and Apprentices - Plumbing and Fitting Industry, Local 38</b> |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 2,095,000         | \$        | 3,611,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 500,000           |           | 861,000           |
|                           | Job Class Equity Adjustments                                                                      |                                    | 494,000           |           | 1,040,000         |
|                           | Lead Person Pay                                                                                   |                                    | 36,000            |           | 36,000            |
|                           | Uniforms                                                                                          |                                    | 14,000            |           | 14,000            |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>3,139,000</b>  | <b>\$</b> | <b>5,562,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>6.35%</i>      |           | <i>11.25%</i>     |
| <b>220589/<br/>220590</b> | <b>Union of American Physicians and Dentists</b>                                                  |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 3,117,000         | \$        | 5,373,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 708,000           |           | 1,221,000         |
|                           | Step Adjustments                                                                                  |                                    | 24,000            |           | 0                 |

|                   |                                                   |                      |                     |
|-------------------|---------------------------------------------------|----------------------|---------------------|
|                   | Acting Assignment Pay                             | 24,000               | 25,000              |
|                   | Equipment - Loupes                                | 18,000               | 18,000              |
|                   | <b>Union Total</b>                                | <b>\$ 3,891,000</b>  | <b>\$ 6,637,000</b> |
|                   | <i>% of Wage and Benefits Base</i>                | <i>5.34%</i>         | <i>9.11%</i>        |
| 220591            | <b>Unrepresented Employees</b>                    | FY 2022-23           | FY 2023-24          |
|                   | Wages                                             | \$ 463,000           | \$ 798,000          |
|                   | Wage-Related Fringe Benefits                      | 110,000              | 189,000             |
|                   | <b>Union Total</b>                                | <b>\$ 573,000</b>    | <b>\$ 987,000</b>   |
|                   | <i>% of Wage and Benefits Base</i>                | <i>5.25%</i>         | <i>9.05%</i>        |
| 220592/<br>220593 | <b>Fire Fighters Union Local 798</b>              | FY 2022-23           |                     |
|                   | Wages                                             | \$ 6,449,000         |                     |
|                   | Wage-Related Fringe Benefits                      | 1,082,000            |                     |
|                   | <b>Union Total</b>                                | <b>\$ 7,531,000</b>  |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>2.00%</i>         |                     |
| 220594            | <b>San Francisco Police Officers Association</b>  | FY 2022-23           |                     |
|                   | Wages                                             | \$ 3,397,000         |                     |
|                   | Wage-Related Fringe Benefits                      | 594,000              |                     |
|                   | Retention Pay                                     | 11,335,000           |                     |
|                   | Step Adjustments                                  | 1,837,000            |                     |
|                   | <b>Union Total</b>                                | <b>\$ 17,163,000</b> |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>4.30%</i>         |                     |
| 220595            | <b>Municipal Executives' Association - Police</b> | FY 2022-23           |                     |
|                   | Wages                                             | \$ 43,000            |                     |
|                   | Wage-Related Fringe Benefits                      | 8,000                |                     |
|                   | Retention Pay                                     | 144,000              |                     |
|                   | <b>Union Total</b>                                | <b>\$ 195,000</b>    |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>3.85%</i>         |                     |
| 220596            | <b>Municipal Executives' Association - Fire</b>   | FY 2022-23           |                     |
|                   | Wages                                             | \$ 60,000            |                     |
|                   | Wage-Related Fringe Benefits                      | 12,000               |                     |
|                   | <b>Union Total</b>                                | <b>\$ 72,000</b>     |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>2.00%</i>         |                     |
| 220597            | <b>Committee Interns and Residents</b>            | FY 2022-23           | FY 2023-24          |
|                   | N/A                                               |                      |                     |
|                   | <b>Union Total</b>                                | <b>\$ 0</b>          | <b>\$ 0</b>         |
|                   | <i>% of Wage and Benefits Base</i>                | <i>0.0%</i>          | <i>0.0%</i>         |
| 220598            | <b>Citywide Amendment</b>                         | FY 2021-22           |                     |
|                   | Floating and In-Lieu Holiday Balance Carryforward | \$ 0                 |                     |
|                   | <b>Total</b>                                      | <b>\$ 0</b>          |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>0.0%</i>          |                     |

Note: The provisions listed above are only those that entail a cost to the City. If a provision above shows no cost, it has an estimated cost of less than \$500.

## Attachment B

In accordance with Ordinance 92-94, I submit a cost analysis of 26 MOUs, one Letter of Agreement, and six MOU amendments between the City and County of San Francisco and various Unions representing employee bargaining units. The attached analysis reviews the MOUs and the amendments listed below:

- 220566 – Building Inspectors' Association
- 220567 – Crafts Coalition
- 220568 – Deputy Probation Officers' Association
- 220569 – Deputy Sheriffs' Association
- 220570 – District Attorney Investigators' Association
- 220571 – IBEW, Local 6
- 220572 – IFPTE, Local 21
- 220573 – Laborers International Union, Local 261
- 220574 – Machinists Union, Local 1414
- 220575 – Municipal Attorneys Association
- 220576 – Municipal Executives Association
- 220577 – Operating Engineers Local Union No. 3
- 220578 – Operating Engineers Local Union No. 3 Supervising Probation Officers
- 220579 – San Francisco City Workers United Painters
- 220580 – Sheriffs' Managers & Supervisors Association
- 220581 – SEIU, Local 1021
- 220582 – Operating Engineers Stationary Engineers, Local 39
- 220583 – Teamsters, Local 856 (Multi-Unit)
- 220584 – Teamsters, Local 856: Supervising Registered Nurses
- 220585 – Transport Workers Union of America, AFL-CIO, Local 200
- 220586 – Transport Workers, Local 250-A Automotive Service Workers (7410)
- 220587 – Transport Workers, Local 250-A Multi-Unit
- 220588 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38
- 220589 – Union of American Physicians and Dentists, Unit 17
- 220590 – Union of American Physicians and Dentists, Unit 18
- 220591 – Unrepresented Employees
- 220592 – Fire Fighters Union Local 798, Unit 2
- 220593 – Fire Fighters Union Local 798, Unit 1
- 220594 – San Francisco Police Officers Association
- 220595 – Municipal Executives' Association - Police
- 220596 – Municipal Executives' Association - Fire
- 220597 – Committee Interns and Residents
- 220598 – Citywide Amendment



The MOUs and MOU amendments affect approximately 26,000 authorized positions with an overall salary and benefits base of approximately \$4.1 billion in FY 2022-23 and \$3.3 billion in FY 2023-24. Our analysis finds that the MOUs will result in increased costs to the City of \$213.7 million (or 5.2%) of base wage and benefit cost in FY 2022-23 and \$320.4 million (or 9.7%) of base wage and benefit cost in FY 2023-24. Approximately 60% of the increased cost is supported by the General Fund.

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Wage increases in FY 2023-24 could be delayed if the Joint Report projects a budget deficit greater than \$300 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$231.3 million in FY 2023-24. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

The MOUs share the following key provisions:

- **Citywide Wage Increases.** With the exception of the four Safety Unions, the MOUs increase base wages by 5.25% on July 1, 2022; 2.50% on July 1, 2023; and 2.25% on January 6, 2024. As noted above, the increases in fiscal year 2023-24 could be delayed by six months if the Joint Report projects a budget deficit of greater than \$300 million. The amendments for the Fire Fighters and Police Officers Association MOUs increase wages 2.00% and 1.00%, respectively, on July 1, 2022.
- **Job Class Equity Adjustments.** Six MOUs contain provisions to adjust pay scales for select job classes to align with similar job classes within the City or with local employers.

Overall, 92% of the total cost increase is attributable to citywide wage increases and job class equity adjustment increases. In addition, most of the MOUs contain provisions to add or change premium pay for certain skills and certifications.

The MOUs are discussed in more detail below.

#### **File Number 220566 – Building Inspectors’ Association**

The MOU affects 62 authorized positions with a base salary of \$8.9 million and an overall pay and benefits base of about \$11.9 million. We project the MOU will increase costs to the City by \$0.6 million in FY 2022-23 and \$1.1 million in FY 2023-24. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. There are small costs associated with an increase in acting assignment and a life insurance provision.

**File Number 220567 – Crafts Coalition**

The MOU affects 413 authorized positions with a base salary of \$43.3 million and an overall pay and benefits base of about \$58.2 million. We project the MOU will increase costs to the City by \$3.2 million in FY 2022-23 and \$5.4 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is mostly due to increases in lead worker pay and the dispatch premium as well as various safety equipment.

**File Number 220568 – Deputy Probation Officers' Association**

The MOU affects 116 authorized positions with a base salary of \$14.0 million and an overall pay and benefits base of about \$20.0 million. We project the MOU will increase costs to the City by \$1.1 million in FY 2022-23 and \$1.8 million in FY 2023-24. About 99% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. There are small costs associated with increases in the training premium and acting assignment pay.

**File Number 220569 – Deputy Sheriffs' Association**

The MOU affects 725 authorized positions with a base salary of \$88.4 million and an overall pay and benefits base of about \$156.9 million. We project the MOU will increase costs to the City by \$10.6 million in FY 2022-23 and \$16.7 million in FY 2023-24. About 78% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is due to an increase in longevity and POST pay.

**File Number 220570 – District Attorney Investigators' Association**

The MOU affects 36 authorized positions with a base salary of \$5.2 million and an overall pay and benefits base of about \$7.0 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2022-23 and \$0.7 million in FY 2023-24. About 92% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is due to an increase in the POST certification premium.

**File Number 220571 – International Brotherhood of Electrical Workers, Local 6**

The MOU affects 837 authorized positions with a base salary of \$100.9 million and an overall pay and benefits base of about \$140.4 million. We project the MOU will increase costs to the City by \$3.5 million in FY 2022-23 and \$5.9 million in FY 2023-24. About 75% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. About 23% of the total

cost increase is due to equity adjustments in certain job classes. The remainder of the cost is due to increases in various premiums and life insurance.

**File Number 220572 – International Federation of Professional and Technical Engineers, Local 21**

The MOU affects 4,705 authorized positions with a base salary of \$629.0 million and an overall pay and benefits base of about \$796.5 million. We project the MOU will increase costs to the City by \$47.1 million in FY 2022-23 and \$80.4 million in FY 2023-24. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due almost entirely to equity adjustments and extended steps in certain job classes.

**File Number 220573 – Laborers International Union, Local 261**

The MOU affects 1,303 authorized positions with a base salary of \$85.7 million and an overall pay and benefits base of about \$114.4 million. We project the MOU will increase costs to the City by \$6.4 million in FY 2022-23 and \$11.0 million in FY 2023-24. About 93% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in various premiums and life insurance.

**File Number 220574 – Machinists Union, Local 1414**

The MOU affects 465 authorized positions with a base salary of \$49.6 million and an overall pay and benefits base of about \$70.1 million. We project the MOU will increase costs to the City by \$1.6 million in FY 2022-23 and \$2.7 million in FY 2023-24. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due almost entirely to equity adjustments in certain job classes. In addition, there is a small savings from abolishing the auxiliary premium.

**File Number 220575 – Municipal Attorneys Association**

The MOU affects 428 authorized positions with a base salary of \$98.1 million and an overall pay and benefits base of about \$122.2 million. We project the MOU will increase costs to the City by \$7.1 million in FY 2022-23 and \$11.8 million in FY 2023-24. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to a pilot on a lead person pay premium and reimbursement for professional services.

**File Number 220576 – Municipal Executives Association**

The MOU affects 1,354 authorized positions with a base salary of \$240.8 million and an overall pay and benefits base of about \$298.5 million. We project the MOU will increase costs to the City by \$14.5 million in FY 2022-23 and \$24.8 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to increases in long-term disability insurance, acting assignment pay, and training expenses. There is also a one-time bonus for the CEO of SFERS.

**File Number 220577 – Operating Engineers Local Union No. 3**

The MOU affects 50 authorized positions with a base salary of \$6.0 million and an overall pay and benefits base of about \$8.3 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2022-23 and \$0.8 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the increase is due to an increase in the uniform allowance.

**File Number 220578 – Operating Engineers Local Union No. 3 Supervising Probation Officers**

The MOU affects 28 authorized positions with a base salary of \$3.8 million and an overall pay and benefits base of about \$5.5 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2022-23 and \$0.5 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in instructor premiums.

**File Number 220579 – San Francisco City Workers United - Painters**

The MOU affects 100 authorized positions with a base salary of \$10.0 million and an overall pay and benefits base of about \$13.1 million. We project the MOU will increase costs to the City by \$0.7 million in FY 2022-23 and \$1.2 million in FY 2023-24. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to an increase in lead person pay.

**File Number 220580 – Sheriffs' Managers & Supervisors Association**

The MOU affects 108 authorized positions with a base salary of \$17.0 million and an overall pay and benefits base of about \$32.6 million. We project the MOU will increase costs to the City by \$2.2 million in FY 2022-23 and \$3.4 million in FY 2023-24. About 80% of the total cost increase is

attributable to the citywide wage increases in each year of the agreement. Most of the remaining cost is due to equity adjustments in certain job classes.

**File Number 220581 – Service Employees International Union, Local 1021**

The MOU affects 11,625 authorized positions with a base salary of \$1,038.7 million and an overall pay and benefits base of about \$1,391.0 million. We project the MOU will increase costs to the City by \$71.5 million in FY 2022-23 and \$122.4 million in FY 2023-24. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to step and equity adjustments for certain job classes and increases in premiums.

**File Number 220582 – Operating Engineers Stationary Engineers, Local 39**

The MOU affects 613 authorized positions with a base salary of \$72.3 million and an overall pay and benefits base of about \$100.0 million. We project the MOU will increase costs to the City by \$5.5 million in FY 2022-23 and \$9.3 million in FY 2023-24. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in various premiums, life insurance, and uniform allowance.

**File Number 220583 – Teamsters, Local 856 (Multi-Unit)**

The MOU affects 89 authorized positions with a base salary of \$10.1 million and an overall pay and benefits base of about \$13.6 million. We project the MOU will increase costs to the City by \$0.8 million in FY 2022-23 and \$1.3 million in FY 2023-24. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to an increase in the number of floating holidays and an increase in various premiums.

**File Number 220584 – Teamsters, Local 856: Supervising Registered Nurses**

The MOU affects 119 authorized positions with a base salary of \$28.4 million and an overall pay and benefits base of about \$39.3 million. We project the MOU will increase costs to the City by \$2.2 million in FY 2022-23 and \$3.7 million in FY 2023-24. About 94% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in standby and on-call pay.

**File Number 220585 – Transport Workers Union of America, AFL-CIO, Local 200**

The MOU affects 372 authorized positions with a base salary of \$44.1 million and an overall pay and benefits base of about \$61.9 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2022-23 and \$0.4 million in FY 2023-24. One hundred percent of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

**File Number 220586 – Transport Workers, Local 250-A Automotive Service Workers (7410)**

The MOU affects 133 authorized positions with a base salary of \$10.6 million and an overall pay and benefits base of about \$16.0 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2022-23 and \$0.6 million in FY 2023-24. About 93% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in the number of steps and an increase in the uniform allowance.

**File Number 220587 – Transport Workers, Local 250-A Multi-Unit**

The MOU affects 98 authorized positions with a base salary of \$12.5 million and an overall pay and benefits base of about \$15.7 million. We project the MOU will increase costs to the City by \$0.8 million in FY 2022-23 and \$1.4 million in FY 2023-24. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in lead person pay and the provision of life insurance.

**File Number 220588 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38**

The MOU affects 268 authorized positions with a base salary of \$33.9 million and an overall pay and benefits base of about \$49.4 million. We project the MOU will increase costs to the City by \$3.1 million in FY 2022-23 and \$5.6 million in FY 2023-24. About 83% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Most of the remaining cost is due to an equity pay adjustment to all job classes in the union.

**File Number 220589/220590 – American Physicians and Dentists, Unit 17 and Unit 18**

The MOU affects 187 authorized positions with a base salary of \$56.5 million and an overall pay and benefits base of about \$72.9 million. We project the MOU will increase costs to the City by \$3.9 million in FY 2022-23 and \$6.6 million in FY 2023-24. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the

cost is mostly due to extended steps in certain job classes and an increase in acting assignment pay.

**File Number 220591 – Unrepresented Employees**

The MOU affects 60 authorized positions with a base salary of \$8.8 million and an overall pay and benefits base of about \$10.9 million. We project the MOU will increase costs to the City by \$0.6 million in FY 2022-23 and \$1.0 million in FY 2023-24. One hundred percent of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

**File Number 220592/220593 – Fire Fighters Union Local 798, Units 1 and 2**

The MOU affects 1,723 authorized positions with a base salary of \$240.0 million and an overall pay and benefits base of about \$376.5 million. We project the MOU will increase costs to the City by \$7.5 million in FY 2022-23. One hundred percent of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU.

**File Number 220594 – San Francisco Police Officers Association**

The MOU affects 2,149 authorized positions with a base salary of \$302.7 million and an overall pay and benefits base of about \$399.1 million. We project the MOU will increase costs to the City \$17.2 million in FY 2022-23. About 23% of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU. The remainder of the cost is due to increases to retention pay occurring one year earlier than was planned and adjustment to the step structure.

**File Number 220595 – Municipal Executives' Association – Police**

The MOU affects 15 authorized positions with a base salary of \$4.1 million and an overall pay and benefits base of about \$5.1 million. About 26% of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU. The remainder of the cost is due to increases in retention pay occurring one year earlier than was planned in the current MOU.

**File Number 220596 – Municipal Executives’ Association – Fire**

The MOU affects 10 authorized positions with a base salary of \$2.7 million and an overall pay and benefits base of about \$3.6 million. One hundred percent of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU.

**File Number 220597 – Committee Interns and Residents**

There are not costs associated with this letter of agreement.

**File Number 220598 – Citywide Amendment**

The Citywide MOU amendment allows for floating and in-lieu holiday balances to be carried forward into the following fiscal year. Although this is not expected to increase costs to the City in the current term of the MOUs, it could potentially increase costs in future fiscal years.



**From:** [Hernandez, Melissa G \(BOS\)](#)  
**To:** [BOS Legislation \(BOS\)](#)  
**Subject:** FW: More Unconditional Pay Raises for SFPOA? - Item #80, Meeting of June 7, 2022 (#220594)  
**Date:** Tuesday, June 7, 2022 3:56:48 PM

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Can you add this to the file for Item 80? Thanks!

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**From:** John Crew <johnmikecrew@gmail.com>  
**Sent:** Tuesday, June 07, 2022 1:23 PM  
**To:** Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Preston, Dean (BOS) <dean.preston@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>; ChanStaff (BOS) <chanstaff@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; MelgarStaff (BOS) <melgarstaff@sfgov.org>; DorseyStaff (BOS) <DorseyStaff@sfgov.org>  
**Cc:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; SFPD, Commission (POL) <SFPD.Commission@sfgov.org>; Carter-Oberstone, Max (POL) <max.carter-oberstone@sfgov.org>; James Byrne <jbyrne@byrne-law.net>; J.Gabriel Yanez <elxchui@gmail.com>; Elias, Cindy (POL) <cindy.elias@sfgov.org>; Kevin Benedicto <kevin.benedicto@outlook.com>; Knight, Heather <hknight@schronicle.com>; Hernandez, Melissa G (BOS) <melissa.g.hernandez@sfgov.org>  
**Subject:** More Unconditional Pay Raises for SFPOA? - Item #80, Meeting of June 7, 2022 (#220594)

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Supervisors,

I learned yesterday that an item misleadingly described simply as an amendment to an existing MOU with the SFPOA to merely "restore.. a deferred one-percent (1%) base wage increase" **actually** involves a **far more consequential** elimination of the "step one" starting salary level for police officers and provides **new** significant salary increases for all police officers at the prior step one, two and three levels as well as increased retention pay incentives. Upon learning this, I viewed the recent GAO Committee discussion where this failure to accurately describe this item was briefly discussed. No explanation was provided for publicly noticing this in a manner that so fundamentally misleads the public, the press and the Board. No one seemed to know who made that decision or why it was made.

Putting aside the Brown Act implications for a moment (since it's premature to demand a "cure and correction" when the Board has not yet taken action on this item), please consider the much larger implications of suddenly increasing the salary levels for the first three levels of police officer salaries and increasing retention pay incentives with **no meaningful public notice or discussion** --

- The City will have, once again, awarded significant financial rewards to the SFPOA without obtaining or seemingly even discussing the quite obvious and on-going need to obtain reform-related concessions and enhanced performance-related guarantees in return.

- DHR Director Isen indicated during the GAO hearing that negotiations on a new MOU would begin next month. The starting point for those upcoming negotiations will be **after** the City has already locked in the salary increases for the first three levels with this amendment (if approved) -- thus giving away key leverage the City could use to seek and obtain greater cooperation from the SFPOA on reforms and on the need for more diligent and consistent job performance ... **before** the talks with the SFPOA even begin!
- To the best of my knowledge, there has been no hearing and no public discussion at either the Police Commission or the Board of Supervisors -- (which has spent significant time in public hearings pushing and prodding the SFPD to make more progress and to show more urgency on still-not-addressed reforms that would, in particular, start to drive down SFPD's quite extreme and persistent racial disparities) -- about the need and opportunity for the City to use its leverage in MOU-related discussions with the SFPOA to actually pursue the reform-agenda that is allegedly a top priority in this City. Given the role of the SFPOA, why does the City continue to allow DHR treat the MOU with the SFPOA as though it's a one-way street -- where it's entirely about what we provide **to** their members with no consideration at all (much less action) on what the City needs, expects and has a right to get **from** SFPOA members in return?
- Giving an unconditional pay raise for the first three salary levels at this particular moment is bizarrely disconnected from the relentless series of [stories](#), [anecdotes](#) and studies about too many San Francisco police officers simply refusing to do their jobs.. lying to the public about what the elected District Attorney allegedly would or would not do.. openly committing [criminal](#) and [administratively prohibited acts](#) of neglect of duty.. producing [very low arrest and clearance rates compared to comparable jurisdiction](#).. skyrocketing levels of "neglect of duty" complaints filed by a deeply frustrated public with the Department of Police Accountability.. causing a leading *San Francisco Chronicle* columnist to recently dub them the "[do little police](#)." This certainly does not describe all SFPOA members and maybe not even most of them. But to deny this has been a major problem is to deny reality. I have no objection to generous compensation packages for police officers. I do object to any group of public employees -- regardless of their role or political connections -- taking that compensation and yet being consistently allowed to not actually perform the basic duties they're expected and required to perform. That's corruption. When the City rewards this.. when DHR fails to use the leverage it has with the SFPOA during MOU talks involving compensation levels to put a stop to this.. when the Board rubber-stamps (over and over and over) unconditional pay raises notwithstanding this... that's enabling the corruption and the too often shockingly poor levels of response and performance from SFPD. We're already paying top dollar for what **should be** highly professional, community-oriented, as non-violent as possible, racially equitable and effective policing services. Do you really think your constituents are getting that.. or that SFPOA plays no role in and shares no responsibility for the quality of policing in San Francisco?
- The proposed stepped-up salary levels and increase in retention bonuses have been framed as being necessary for SFPD to remain competitive in its recruitment efforts and to deal with officers retiring and leaving the SFPD to work for other law enforcement agencies (so-called

"lateral transfers"). Yet, it appears those broad claims have received no critical scrutiny.. at least not in public. SFPD management did not attend the GAO hearing and DHR has shown little track record of pushing back against the often exaggerated claims and self-serving assumptions behind the SFPOA's and SFPD's rationales related to budgeting and compensation levels. The realities behind the challenges facing police hiring and retention in this moment -- nationally, not just in San Francisco -- are far more complex and involve (A) larger societal changes after two years of covid involving major shifts in "work/life" calculations for employees that have created recruitment and retention challenges in a wide variety of industries; (B) resistance to public demands for police reform (leading to an increase in retirements and transfers to smaller, less reform-oriented agencies); and, (C) coordinated messaging and political strategies among big city police unions seeking to spiral up salary levels in the guise of needing to "remain competitive."

This current attempt to avoid meaningful public scrutiny of unconditional pay raises for the SFPOA -- to keep the SFPOA MOUs needlessly (and disastrously) compartmentalized far away from the SFPD reform process and to treat the topic of compensation as though it should have nothing at all to do with the SFPOA ensuring their members actually perform their duties -- is now part of a well-established pattern. The Board has repeatedly expressed concern about this self-sabotaging practice in the past but the only reason it continues is because Board inaction has allowed it to continue.

In 2018, a community coalition, called "[No Justice, No Deal](#)" pressed the City to seek reform concessions the SFPOA during MOU negotiations. The GAO Committee held a major [public hearing](#) on the topic with then-Supervisor Breed commenting at the time -- "**We are definitely committed to the reforms and committed to making sure that we will *embed in the contract* specifically what we can as it relates to how we can make this work to address many of the concerns that have been addressed here today.**" The result was DHR seeking an important reform-related concession in an unprecedented public arbitration proceeding featuring community testimony. The arbitrator ultimately felt he should not impose this condition but nonetheless went out his way in his ruling to "encourage the parties to continue to discuss ways to mutually expedite the adoption of the DOJ proposals." Yet, four years later, the Police Commission is **still** bogged down in "meet and confer" sessions with the SFPOA on policy issues that cause unconscionable delays, are seemingly legally-unnecessary and that, even if they were arguably-required, the City took the position four years ago **could and should** be waived by the SFPOA in exchange for negotiated pay raises. Why has that demand been abandoned? The Board certainly didn't approve that. The Police Commission was never asked.

Just 18 months ago, [the City faced the same situation](#) but DHR inexplicably failed to seek that concession from the SFPOA after a secretive MOU process -- with no public scrutiny and no Board input this time -- but the Board in the position of having a fiscal gun put to its head with another deal with SFPOA that allegedly needed to be immediately approved. Again, [the Bar Associations of San Francisco and members of the pubic objected](#) and a number of Board members reluctantly approved the deal while publicly criticizing the process that had "squandered the opportunity" to speed reforms. [Supervisor Ronen commented](#), "The pace of reform in San Francisco is far too slow. And the Department of Human Resources is simply not doing its job and using its power to advance reforms." She introduced legislation that would require at least some basic level of transparency around DHR's negotiations with SFPOPA which, to date, has not been enacted. But without that

legislation.. without further proactive direction to DHR from the Board... here we are yet again in the exact same situation with DHR asking the Board to approve unconditional pay hikes for the SFPOA -- on a "take it or leave it" basis.. which will have the effect of unilaterally forfeiting the City's primary source of leverage in upcoming MOU negotiations with the SFPOA next month .. which will once again play out in secret, with no prior input from the Board, Police Commission or public.

That's not how [cities that are serious about reform](#), equitable policing and ensuring high quality, responsive public safety services for the public carry out contract negotiations with their police unions. Not anymore. It's not what big city police chiefs -- including Chief Scott -- were calling for just two years ago. In 2018, DHR told an arbitrator that speedy implementation of the USDOJ COPS reforms was an "essential objective" of the City that could and should be pursued (through selective waivers of meet and confer rights negotiated in exchange for compensation hikes) through the MOU. Yet, four years later, the extreme racial disparities highlighted in that report remain as horrific as ever with key reforms that **would** more effectively address them delayed or resisted by the SFPOA. Two examples --

1. The 2016 USDOJ report -- like the [2008 Police Executives Research Forum \(PERF\) comprehensive assessment of the SFPD](#) had as well -- blasted SFPD's failure to fully implement its Early Intervention System (EIS) designed to track well-known markers of possibly problematic officer behavior. Two years ago, Mayor Breed's "Roadmap for New Police Reforms" echoed promises made by Mayor Newsom about finally and fully implementing EIS. Yet a few months ago, when questioned about the racial disparities during a Board hearing, Chief Scott expressed hope EIS would positively impact the problem if it could be fully implemented by the end of the year! The [SFPD's on-going failure to implement EIS](#) (pg 9 -10 of pdf) has always traced back to internal resistance to it. Before awarding any additional pay raises, the City should at least seek SFPOA's support for the program and obtain a waiver of any of additional meet and confer claims that will inevitably further delay its implementation.

2. The Police Commission is finally poised to consider a long-recommended ban on pretext stops after years other cities have taken similar steps and many years of research nationwide confirming the ineffectiveness of the tactic and identifying it as a clear driver of racial profiling. Already and true to form, the [SFPOA has already publicly suggested they will oppose the change](#). The SFPOA **should** make their views known and advocate for their position on an equal basis with others **in public** during the Police Commission's process for considering these issues. There is no reason any reform or policy change on this topic should be delayed by secretive "meet and confer" sessions with the SFPOA -- especially with these disparities persisting for so very long and in the absence of any proposal at all from the SFPOA for addressing them. If San Francisco is serious about dealing with these racial disparities, it would not award pay raises to the SFPOA without a waiver of any theoretical claim about "meet and confer" rights over pretext stop policies.

Before the Board accepts the notion that it must sacrifice reform and performance goals that could and should be pursued in exchange for any pay hikes in order to quickly boost salary levels and retention bonuses in the name of "remaining competitive" with other agencies, it should at least pause to ask a few questions first. For example, of the SFPD members who, in recent years, have left SFPD to accept positions with other agencies, what portion of them have done so seeking better

compensation? If a significant portion of them have left to accept positions with smaller agencies less likely to be under pressure currently to reform and/or that do not have vaccine mandates, and for lower compensation and benefit packages, the DHR-proposed higher salaries and increased retention bonuses will have much less (if any) impact on the problem than seems to be the assumption. What consideration, if any, has been given by DHR to the big city police unions working in concert with one another to try pit cities against one another in their campaign to boost compensation for all? (Are they even aware of that reality?) A few years ago when [now-convicted family abuser Nate Ballard](#) was working for them, the SFPOA joined with a number of other politically-aggressive police groups to form [UCOPS \(United Coalition of Public Safety\)](#) to coordinate messaging and political strategy -- an organization whose address remains the SFPOA headquarters. The same "competitiveness" arguments being floated for the unconditional pay raises in San Francisco are being raised in other cities with UCOPS police unions. What makes DHR think these pay hikes will actually serve the SFPD's retention and recruitment goals more than UCOPS police union political goal of pitting cities against one another?

Thank you for considering my views.

John Crew  
(415) 793-4146

cc. Members, San Francisco Police Commission  
San Francisco Police Commission Office  
Heather Knight, *San Francisco Chronicle*

**From:** [Chris Wright](#)  
**To:** [Mandelman, Rafael \(BOS\)](#); [Chan, Connie \(BOS\)](#); [Preston, Dean \(BOS\)](#)  
**Cc:** [ChanStaff \(BOS\)](#); [MandelmanStaff, \[BOS\]](#); [PrestonStaff \(BOS\)](#); [Perkinson, Jessica \(BOS\)](#); [Breed, Mayor London \(MYR\)](#)  
**Subject:** File #220594 - Support for retention and attraction of SF Police Officers  
**Date:** Thursday, June 2, 2022 9:42:23 AM

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June 2, 2022

Dear Chair Preston and Supervisors Chan and Mandelman,

On behalf of the SF Partnership, an organization of San Francisco's leading employers that supports an equitable, resilient, and vibrant economy shared by all people working and living in the City, we ask you to support File #220594 (Memorandum of Understanding - San Francisco Police Officers Association) in an effort to retain and attract officers to the San Francisco Police Department.

At this particular time in the City's economic recovery, it is essential that workers and visitors to San Francisco feel safe to return to our Downtown/Economic Core. Current public opinion polling shows that residents are very worried about their safety. According to a recent Hotel Council survey, 52% of local voters indicate crime as one of the City's top three problems. This represents a significant jump in recent years. Additionally, another new poll by the [Bay Area Council found that 65% of Bay Area voters avoid going to large city downtowns because of crime](#). These concerns are having a significant impact on the City's economic recovery and the tax revenue it generates.

The Hotel Council survey also found that 79% of San Francisco voters said the presence of police makes them feel safer. However, given retirements at the Police Department, transfers, and smaller academy classes, San Francisco's police department is understaffed. An independent staffing study in 2020 determined that San Francisco needs 2,182 uniformed officers. Currently, the City is hundreds of officers short of that number and will fall further behind if immediate action is not taken. We need to increase the staffing of the Police Department to keep our employees, residents, and visitors safe.

The Mayor's budget and Police Hiring Plan delivers on the basics. Its focus on recruiting and retaining officers is good government. With over 200 vacant budgeted positions, we need to hire new officers and keep the ones we've invested in. By filling these already approved positions, officers can be added to stations across San Francisco.

San Francisco employers have seen firsthand how understaffing at the SFPD threatens public safety. The incidents of flagrant lawlessness in Union Square, the Tenderloin, and elsewhere show that SFPD does not have control of our streets. Employees and City residents do not feel safe. We respectfully request that our City leaders support the resources needed to achieve adequate staffing levels.

Thank you for your consideration.

Chris

**Chris Wright**

SF Partnership

235 Montgomery Street, Suite 965

San Francisco, CA 94104

Work: 415-956-1007

Email: [chris@sfpartnership.org](mailto:chris@sfpartnership.org)

**From:** [Shon Buford](#)  
**To:** [Perkinson, Jessica \(BOS\)](#)  
**Cc:** [Young, Victor \(BOS\)](#); [Gail Toki-Woo](#); [ChanStaff \(BOS\)](#); [PrestonStaff \(BOS\)](#); [Walton, Shamann \(BOS\)](#); [Shon Buford](#)  
**Subject:** Support of Memorandums of Understanding  
**Date:** Wednesday, June 1, 2022 3:22:20 PM

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Honorable Supervisors,

I, Shon Buford, President of San Francisco Fire Fighters Local 798, am writing you to offer our support the following Memorandums of Understanding being considered at the June 2<sup>nd</sup>, 2022 Government Audit and Oversight Committee meeting. While we support all the tentative agreements being presented to your Committee, Local 798 would like to pay special attention to items 5, 16, 28, 29, 30, 31, and 32. The following items mentioned represents the members of the Public Safety Sector that we either represent and/or work closely with. We here at Local 798 believe these agreements are fair and critical in recruiting and retaining qualified and well trained public safety professional.

Thank you for your consideration,

Shon Buford  
President  
San Francisco Firefighters Local 798  
1139 Mission St, SF CA 94103  
415-621-7103



**From:** [Michael Samson](#)  
**To:** [Perkinson, Jessica \(BOS\)](#)  
**Subject:** Re: GAO || RE: Additional Police  
**Date:** Thursday, June 2, 2022 1:30:40 PM

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Good Afternoon

Thank you for getting back to me so quickly. I believe this is an issue that has a major impact on anyone living or visiting here as well as businesses. Many tourists are skipping San Francisco because of conditions here and businesses are closing down, including many small businesses because of crime. Conventions and conferences are loathe to have events here. Companies are moving to other parts of California and businesses are moving out of state. The numbers and new accounts are easy to find.

The sooner these issues are attended to the better. It is not a liberal, conservative, Democrat, Republican, etc. issues. The Mayor's office and the Board are the places to start and they must work together.

I remember a saying I heard when I was very young - 'If not now, when?'  
Now has arrived.

Michael H. Samson

On 06/01/2022 5:15 PM Perkinson, Jessica (BOS)  
<jessica.perkinson@sfgov.org> wrote:

Greetings ,

Thank you for comments. I would be happy to send your comments to all Government Audit and Oversight Committee Members and include a copy in the official file, if you would please provide the file number or title of Item on the Agenda you wish these comments to be included in. Please feel free to contact me should you have any further questions or concerns.  
Thank you.

Jessica Perkinson

*Pronouns: she/her/hers*

Assistant Clerk

San Francisco Board of Supervisors | Office of the Clerk of the Board

1 Dr. Carlton B. Goodlett Place, Room 244

San Francisco, CA 94102

[Jessica.Perkinson@sfgov.org](mailto:Jessica.Perkinson@sfgov.org) | (415) 554-7722

**(VIRTUAL APPOINTMENTS)** To schedule a “virtual” meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

*Due to the current COVID-19 health emergency and the Shelter in Place Order, the Office of the Clerk of the Board is working remotely while providing complete access to the legislative process and our services.*

Click [HERE](#) to complete a Board of Supervisors Customer Service Satisfaction form.

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**From:** Michael Samson <michaelhsamson@comcast.net>  
**Sent:** Wednesday, June 1, 2022 4:08 PM  
**To:** Perkinson, Jessica (BOS) <jessica.perkinson@sfgov.org>  
**Subject:** Additional Police

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

We moved to San Francisco in January, 1972. It was a much safer and cleaner city and as our children were growing up I could take them to many places around the city and was proud and happy to take visiting family and friends around the town.

This is no longer the case. Much of the downtown area is vacant in the evening

and during the day. It is not safe to park your vehicle and broken glass from car break ins is a common sight. Asians, elderly, and others are assaulted as they

walk. One can go shopping and see people load up and leave without paying.

Businesses are closing because of crime and grime is everywhere.

San Francisco was 'The city that know how!' Now it does not have a clue.

**From:** [Randall Scott](#)  
**To:** [Perkinson, Jessica \(BOS\)](#)  
**Cc:** [Preston, Dean \(BOS\)](#); [Chan, Connie \(BOS\)](#); [Mandelman, Rafael \(BOS\)](#)  
**Subject:** MOU with  
**Date:** Thursday, June 2, 2022 10:47:23 AM

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Dear Ms. Perkinson,

My apologies, I have to jump onto another meeting, but I would like to say the following:

Pursuant to the San Francisco City Charter Section 4.127, the San Francisco Police Department (SFPD) shall at all times consist of no fewer than 1,971 full duty sworn officers.

We are extremely concerned that the SFPD is around 600 officers short of the quota required by the charter.

We are witnessing an unprecedented level of violence on our city streets (and the country) and our citizens and tourists do not feel safe.

The MOU is necessary to keep the salaries competitive and for the retention of the police officers and ultimately help with keeping officers on the job and not retiring as well as attract new officers. The policing profession has become an unpopular career choice resulting in very low applications to become police as more and more officers are leaving the force. We well understand some of the public's concerns around the concept and mission of policing, but cannot allow our department to sink to dangerous staffing levels.

Therefore we urge you to support approval of the MOU.

**Randall Scott | Executive Director**

**Fisherman's Wharf, San Francisco**

Phone 415-673-3530 | Office email [info@fwcbd.com](mailto:info@fwcbd.com)

[Fishermanswharf.org](http://Fishermanswharf.org)

[Facebook](#) | [Twitter](#) | [Instagram](#)

From: [SFPD x Admin/Chair](#)  
To: [Dufresne, Andrea \(SFPD\)](#)  
Cc: [Dustin, Scott \(SFPD\)](#); [Pina, Corina \(SFPD\)](#); [Mendelson, Brian \(SFPD\)](#); [David Heller](#); [Janet Taylor](#); [Wesley Simons](#); [Bardell Scott](#)  
Subject: GAO Hearing today  
Date: Thursday, June 9, 2022 9:58:31 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms. Perkinson,

I am writing this email as I won't have time to call in.

The San Francisco City Charter Section 4.127 states that SFPD shall at all times consist of no fewer than 1,971 full duty sworn officers.

I am extremely concerned that the SFPD is around 500 officers short of the quota required by the charter.

The situation for small businesses with crime is beyond critical. I was on a merchants walk in the Bayview prior to Covid and one of the stops made was at Mazzei hardware. The owners said that in the over 30 years in businesses they have never been broken into or robbed.

About a week ago they were broken into and robbed. Another place was Word Cafe who then installed a roll down steel screen. These are not the only ones. In Glen Park the Canyon Grocery frequently gets robbed!

The MOU is necessary to keep the salaries competitive and for the retention of the police officers and ultimately help with keeping officers on the job and not retiring as well as attract new officers.

SFPD has difficulty in attracting candidates to the police academy and thus I urge you to support approval of the MOU.

Thank you!

Henry Karnilowicz

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President Emeritus  
San Francisco Council of District Merchants Associations

Co-chair  
SFPD x Chief's Small Business Advisory Forum

Sent from my iPhone