

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

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

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

57. Employees shall receive the following base wage increases:

- July 1, 2018 – 3%
- July 1, 2019 – 3%

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

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- 2.** **The City and the Association agree that subsection (1) above is superseded, and the wage increase of 2% originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on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

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

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

2021.

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 The City and the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 is deferred to the close of business on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

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

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

Parity

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

ARTICLE III: PAY, HOURS AND BENEFITS

III.C. RETENTION PAY

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

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

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

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

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

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

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

ARTICLE III: PAY, HOURS AND BENEFITS

III.S. RETIREMENT BENEFITS

Retirement Restoration Payment

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

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

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

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

ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT

V.C. DURATION OF AGREEMENT

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

FOR THE CITY

9/12/2020

Date: _____

FOR THE ASSOCIATION

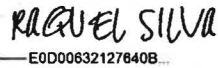
9/13/2020

Date: _____



Carol Isen
Employee Relations Director

DocuSigned by:



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Raquel Silva
Executive Director

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney



9/14/2020

Katharine Hobin Porter
Chief Labor Attorney