

**AMENDMENT No. 1
TO THE 2014-2017 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION**

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

III.A. WAGES

Represented employees will receive the following base wage increases:

Effective October 11, 2014: 3%

Effective October 10, 2015: 3.25%

Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$, which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.

In calculating CPI-U, the Controller's Office shall use the Consumer Price Index – All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.

Effective July 1, 2017, represented employees will received a base wage increase of 3%.

Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 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 2018-2019 that exceeds \$200 million, in which case the base wage adjustments of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.

All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.

1. Market Wage Adjustments

Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.

The Department will implement the June 25 market wage adjustments based on a survey to be conducted by the City of the following counties: Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.

The salary survey shall measure total compensation for the rank of Deputy Sheriff (8304/8504) based on the following data points:

- Maximum monthly salary for the rank of Deputy Sheriff (8304/8504);
- Maximum educational incentive premiums (e.g., Adv. POST);
- Employer payment of mandatory employee retirement contributions and retirement supplements;
- Longevity/Retention premiums

The salary survey shall be completed no later than May 15 of each year of the Agreement for a market wage adjustment effective June 25 of each year of the Agreement. The rates reported for the counties listed above shall be those known and officially authorized for payment as of May 15 and to be in effect in those counties on or before June 25 of each year of the Agreement. If rates are not known and authorized by May 15 for June 25, the rates reported shall be those in effect on May 15 of each calendar year of the Agreement. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.

For memoranda of understanding or other authorizing salary instruments that provide for CPI adjustments, the minimum adjustment, if provided, shall be utilized as the rate effective on the date of the market wage adjustment. If no minimum adjustment is provided, the rates used shall be those in effect when the survey is conducted.

The parties shall consult regarding the survey results. Any disputes regarding the results of the survey or its methodology shall be submitted to Expedited Arbitration under the Grievance Procedure.

The surveyed data shall be reported by each county and for each category, and as an average. The difference between the average total amount of all survey data points and the total amount for San Francisco Deputy Sheriffs for the identical data points shall be calculated as a percentage and the difference, if any, shall be the basis for market wage adjustments.

The parties acknowledge and understand that the market wage adjustment process set forth herein was reached by mutual agreement and is intended to determine market wage adjustments annually.

The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2017 through June 30, 2019.

III.K. VACATION

Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.

Vacation Slots Formula

The Department shall provide all represented members with an opportunity to utilize all vacation earned and accrued each year. The parties agree that the following is sufficient to ensure that the represented members have the opportunity to use vacation:

1. The Department shall establish sufficient vacation slots to ensure that all members' vacation accruals in the upcoming year shall be accommodated.
2. Vacation slots shall be established for all represented members regardless of whether they are on, or anticipated to be on, leaves or absent from their assigned facility or work site.
3. Represented members who have been away from their assignment ninety (90) calendar days or more may participate in vacation sign up through the Sheriff's Department Personnel Unit.
4. The following formula shall be used to determine the required number of vacation slots for a specific watch/team at a selected facility/unit during the annual vacation sign-up for that watch/team:

Number of represented members assigned to the watch watch/team	Number of slots per day per
7 represented members and below	1 vacation slot
8 to 17 represented members	2 vacation slots
18 to 27 represented members	3 vacation slots
28 to 37 represented members	4 vacation slots
38 to 47 represented members	5 vacation slots
48 represented members or more	6 vacation slots

The agreement between the Union and the City creating an additional vacation slot for Senior Deputies on specific watches/teams at a selected facilities/units, as reflected in the parties' August 29, 2016 side letter agreement, shall be extended for the term of this Agreement and shall expire on June 30, 2019.

The City and the Association recognize that there are many factors contributing to the overtime costs/liabilities of the San Francisco Sheriff's Department. The City and the Association agree to form a labor-management committee, consisting of three (3) members from each party, to conduct a data-driven study and analysis to determine cost-drivers of the Department's overtime expenditures, including the relationship between vacation scheduling and overtime costs. The City's three members shall consist of one (1) representative from the Sheriff's Department, one (1) representative from the Controller's Office, and one (1) representative from the Department of Human Resources. The committee shall consider, among other factors:

1. The impact of senior deputies maintaining a separate vacation book in 2014;
2. The average and aggregate number of vacation hours used by Association members;
3. Staffing levels of the San Francisco Sheriff's Department;
4. The ratio of vacation slots provided to Association members pursuant to the collective bargaining agreement;
5. The number of vacation hours available for use in relation to the number of hours required for Association members to utilize their annual accrual of vacation hours; and
6. The maximum number of vacation hours that employees can utilize on a yearly basis.

~~No sooner than January 1, 2016, the parties may, at the request of either party, reopen negotiations on the narrow and specific issue of vacation scheduling provided in Article III.K. of the CBA. The parties shall meet and confer in good faith to determine what changes to Article III.K., if any, should reasonably be made to the existing vacation scheduling practices. If no agreement is reached, at the request of either party, the impasse shall be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-5. The impasse procedure shall conclude no later than July 1, 2016. Arbitrator John LaRocco shall retain jurisdiction over any dispute in this matter.~~

~~Any agreement or award must result in a net reduction or no net increase in the cost to the City during the 2016/17 Fiscal Year as provided by Charter Section A8.590-5, subsection (h). Any agreed-upon or awarded change to the Memorandum will not become effective until approved by the Board of Supervisors.~~

V.D. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, 2017 2019.

FOR THE CITY

FOR THE UNION

Date: 1/19/17

Date: _____



Micki Callahan,
Human Resources Director

Peter Hoffman,
Chief Negotiator

Date: 01-19-17

Suzanne R. Mason

Suzanne R. Mason

Employee Relations Director

APPROVED AS TO FORM:

Date: 1/19/17

Katharine Hobin Porter

Katharine Hobin Porter

Chief Labor Attorney