

From: Board of Supervisors, (BOS)  
To: BOS Supervisors  
Cc: Carroll, John (BOS)  
Subject: FBI Labor Activists for Police Reform Letter  
Date: Monday, November 30, 2020 3:17:38 PM

From: Pyotr Möller <pyotr.moller@gmail.com>

Sent: Monday, November 30, 2020 3:08 PM

To: Yee, Norman (BOS) <norman.yee@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Preston, Dean (BOS) <dean.preston@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; MandelmanStaff, (BOS) <mandelmanstaff@sfgov.org>; Haney, Matt (BOS) <matt.haney@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Safal, Ahsha (BOS) <ahsha.safal@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>

Subject: Labor Activists for Police Reform Letter

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Dear Members of the Board of Supervisors:

Please do not approve the Police Officers Association contract without requiring real departmental reform as a condition of its acceptance. As of March of this year the SFPD has only implemented 40 of the 272 reforms outlined by the Department of Justice.

We urge you to consult with legal counsel in the City Attorney's office regarding the role and responsibility of the Board of Supervisors in the Collective Bargaining process. We also urge you to review the successes of other municipal governments in this country that have negotiated significant Police Reform through Collective Bargaining.

We believe Collective Bargaining is one of the pillars of economic democracy and workers rights, and we support the right of police officers and other public-sector employees to be represented by unions (or associations) that negotiate fair and equitable wages and benefits, hours and work schedules, and safe, healthy working conditions.

As the governing body of our city, the Board of Supervisors has a moral and fiduciary role to play in Collective Bargaining. We support police officers and related personnel--like other public-sector employees--receiving collectively bargained fair and equitable wages and having reasonable working hours and safe, healthy working conditions. We believe the Board of Supervisors has a moral responsibility and the authority under the Meyers-Milias-Brown Act (MMBA) and pertinent statutes to effect significant Police Reform through the Collective Bargaining process. And the people demand justice.

We believe additional reform will result from legislative and court victories--and millions of people in the streets demanding police accountability and an end to systemic racism. The time is now to demand reform. Too many lives are at stake for us to pass on this opportunity.

Respectfully,

Peter Miller, SFTWA  
F.X. Martin Del Campo, SFLCLAA  
Rodger Scott, AFT 2121  
Ruech Graffis, SFTWA  
Barry Taranto, SFTWA  
Allan Fisher, AFT 2121  
Karl Kramer, SF LCLAA  
Edward Escobar, AIW  
Alice Lindstrom  
Mark Fisher, Utah Street, 94110, property tax payer  
Wynd Kaufmyn AFT 2121  
Leslie Simon AFT 2121  
Tarikhu Farrar  
Anne Killebrew AFT 2121 R  
Robert Lehman, SEIU 1000 (retiree)  
Ana Fisher, AFT 2121  
Alan Benjamin, SF trade union activist  
Linda Ray, San Francisco Labor Council Delegate (for id purposes only)

\*Organizational affiliation is for identification purposes only.

\*Articles for further reference:

Workers of America, Unite! Racism is a Trade Union Issue  
BY CARL FINAMORE  
<https://www.counterpunch.org/2015/10/29/workers-of-america-unite-racism-is-a-trade-union-issue/>

The Road to Police Reform is Paved With Bargaining  
by RPLG Founding Partner Jon Holtzman and 2020 RPLG Public Law Fellow Garvey Vincent.  
<https://republiclawgroup.com/the-road-to-police-reform-is-paved-with-bargaining/#:~:text=by%20RPLG%20Founding%20Partner%20Jon.Public%20Law%20Fellow%20Garvey%20Vincent.&text=But%20inevitably%2C%20the%20path%20to.and%20confer%2C%20with%20police%20Unions.>

Opinion

To Reform the Police, Target Their Union Contract  
We did this in Austin and won.  
<https://www.nytimes.com/2019/04/08/opinion/austin-police-union-contract.html>

**From:** [Board of Supervisors. \(BOS\)](#)  
**To:** [Carroll, John \(BOS\)](#)  
**Subject:** FW: Letter concerning statements made on the City's renegotiated MOU with the POA  
**Date:** Monday, November 30, 2020 3:17:08 PM  
**Attachments:** [Nov 25 Defund+SFYC ltr re POA MOU vote.pdf](#)

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**From:** Defund SFPD <defundsfpdnow@gmail.com>

**Sent:** Wednesday, November 25, 2020 12:04 PM

**To:** Defund SFPD <defundsfpdnow@gmail.com>; Quick, Calvin (SFYC) <calvin@quickstonian.com>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Preston, Dean (BOS) <dean.preston@sfgov.org>; Haney, Matt (BOS) <matt.haney@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>

**Cc:** Somera, Alisa (BOS) <alisa.somera@sfgov.org>; Kittler, Sophia (MYR) <sophia.kittler@sfgov.org>; Hosmon, Kiely (BOS) <kiely.hosmon@sfgov.org>; Estrada, Itzel (BOS) <itzel.estrada@sfgov.org>; Truong, Austin (BOS) <austin.truong@sfgov.org>; Hylton, Nora (SFYC) <nora.hylton@gmail.com>; Santos, Amara (SFYC) <amarasantos16@gmail.com>; Boilard, Chelsea (BOS) <chelsea.boilard@sfgov.org>; Yu, Angelina (BOS) <Angelina.Yu@sfgov.org>; Fregosi, Ian (BOS) <ian.fregosi@sfgov.org>; Thornhill, Jackie (BOS) <jackie.thornhill@sfgov.org>; FewerStaff (BOS) <fewerstaff@sfgov.org>; Herzstein, Daniel (BOS) <daniel.herzstein@sfgov.org>; Bennett, Samuel (BOS) <samuel.bennett@sfgov.org>; Mullan, Andrew (BOS) <andrew.mullan@sfgov.org>; Falzon, Frankie (BOS) <frankie.falzon@sfgov.org>; StefaniStaff, (BOS) <stefanistaff@sfgov.org>; Angulo, Sunny (BOS) <sunny.angulo@sfgov.org>; Hepner, Lee (BOS) <lee.hepner@sfgov.org>; Yan, Calvin (BOS) <calvin.yan@sfgov.org>; Souza, Sarah (BOS) <sarah.s.souza@sfgov.org>; PeskinStaff (BOS) <peskinstaff@sfgov.org>; Quan, Daisy (BOS) <daisy.quan@sfgov.org>; Lovett, Li (BOS) <li.lovett@sfgov.org>; Wright, Edward (BOS) <edward.w.wright@sfgov.org>; Wong, Alan (BOS) <alan.wong1@sfgov.org>; Marstaff (BOS) <marstaff@sfgov.org>; Snyder, Jen (BOS) <jen.snyder@sfgov.org>; Smeallie, Kyle (BOS) <kyle.smeallie@sfgov.org>; Kilgore, Preston (BOS) <preston.kilgore@sfgov.org>; Yu, Avery (BOS) <avery.yu@sfgov.org>; PrestonStaff (BOS) <prestonstaff@sfgov.org>; RivamonteMesa, Abigail (BOS) <abigail.rivamontemesa@sfgov.org>; Mcdonald, Courtney (BOS) <courtney.mcdonald@sfgov.org>; Mahogany, Honey (BOS) <honey.mahogany@sfgov.org>; Zou, Han (BOS) <han.zou@sfgov.org>; Haneystaff (BOS) <haneystaff@sfgov.org>; Low, Jen (BOS) <jen.low@sfgov.org>; Maybaum, Erica (BOS) <Erica.Maybaum@sfgov.org>; Hsieh, Frances (BOS) <frances.hsieh@sfgov.org>; Mysliwiec, Traci (BOS) <traci.mysliwiec@sfgov.org>; YeeStaff, (BOS) <yeestaff@sfgov.org>; Temprano, Tom (BOS) <tom.temprano@sfgov.org>; Mundy, Erin (BOS) <erin.mundy@sfgov.org>; Bintliff, Jacob (BOS) <Jacob.Bintliff@sfgov.org>; Adkins, Joe (BOS) <joe.adkins@sfgov.org>; MandelmanStaff, [BOS] <mandelmanstaff@sfgov.org>; Monge, Paul (BOS) <paul.monge@sfgov.org>; Beinart, Amy (BOS) <amy.beinart@sfgov.org>; Lerma, Santiago (BOS) <santiago.lerma@sfgov.org>; Li-D9, Jennifer (BOS) <jennifer.li-d9@sfgov.org>; RonenStaff (BOS) <ronenstaff@sfgov.org>; Burch, Percy (BOS) <percy.burch@sfgov.org>; Gallardo, Tracy (BOS) <tracy.gallardo@sfgov.org>; Gee, Natalie (BOS) <natalie.gee@sfgov.org>; Evans, Abe (BOS) <abe.evans@sfgov.org>; Waltonstaff (BOS) <waltonstaff@sfgov.org>; Sandoval, Suhagey (BOS) <suhagey.sandoval@sfgov.org>; Ho, Tim (BOS)

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**Subject:** Letter concerning statements made on the City's renegotiated MOU with the POA

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Good afternoon Supervisors and staff,

In light of the Board of Supervisors' vote to advance the City's renegotiated MOU with the SFPOA at last week's full Board meeting, the Defund SFPD Now campaign, along with our partners at the San Francisco Youth Commission, are concerned about a number of misconceptions and errors that were stated during discussion of the renegotiated MOU.

Please find attached our letter detailing these concerns and setting the record straight. We hope this clarifies why approving the renegotiated MOU as it stands remains problematic and damaging to the end goal of taking back control of policing in San Francisco.

Sincerely,

Defund SFPD Now  
Calvin Quick, YC Legislative Affairs Officer



November 25, 2020

San Francisco Board of Supervisors  
1 Dr. Carlton B. Goodlett Place  
City Hall, Room 244  
San Francisco, Ca. 94102-4689

**RE: Clearing up inaccuracies in the debate on San Francisco's proposed renegotiated contract with the Police Officers' Association**

Dear Supervisors,

In light of the Board of Supervisors' vote to advance the City's renegotiated Memorandum of Understanding (MOU) with the San Francisco Police Officers' Association (POA) on November 17, 2020, we are concerned about a number of misconceptions and errors that were stated during discussion of the renegotiated MOU at full Board. We hope that setting the record straight will clarify why approving the renegotiated MOU as it stands remains problematic and damaging to the end goal of taking back control of policing in San Francisco.

1) Rejection of the renegotiated MOU would not result in arbitration

Contrary to what was stated at the meeting, **there is no cause for arbitration if the Board does not approve the renegotiated MOU**. Supervisor Walton stated that "if we do not approve this MOU and we have to go to arbitration, I'm afraid that the SFPD will receive bigger raises." This assumption is simply inaccurate: the decision before the Supervisors is whether to give their assent to a contract *renegotiation*, that is to an amendment to an *already existing contract* that does not expire until June 30, 2021. Should the renegotiated MOU *not* receive final approval by the Board, the terms of the existing agreement still cover the City's relationship with the POA through the middle of the next year.

2) Rejection of the renegotiated MOU does not necessarily entail layoffs of City workers

Several Supervisors raised the concern that should the contract amendment before the Board be rejected, the raises scheduled in the original MOU to go into effect on January 1, 2021 would create a budget deficit, resulting in layoffs of *other* (non-police) City workers. The Mayor may or may not intend to carry through with layoffs of non-police City workers if this MOU is rejected; there is simply no way to know, although the Mayor's Liaison to the Board Sophia Kittler stated on the record this is not the case. More importantly, this line of argument presupposes that the Board is powerless to fill this budget deficit. It is not.

First, although the cumulative cost of rejecting the renegotiated MOU amounts to approximately \$7.1 million through the end of this fiscal year, as the Controller testified, this is not a lump-sum expenditure. The Board could reasonably delay approval of the contract for a

month or two without incurring this entire expense, to allow for careful consideration of the proposed side letter to the MOU. At the very least, the Board can and should delay final approval of the contract until the December 8, 2020 full Board meeting to allow for proper consideration of the side letter, as the Controller has stated that a delay of this kind would not interfere with the ability to update the City's wages system.

Additionally, it is important to remember that, compared to the estimated \$120 million+ budget deficit already projected for the rest of this fiscal year, the approximately \$7.1 million gap created by the rejection of the renegotiated MOU is relatively small. **Whether or not layoffs will happen—an eventuality which we agree is unacceptable—is fundamentally not a question that will be decided by this renegotiated MOU.** To begin with, it is the responsibility of the San Francisco Police Department (SFPD) to balance *its own* budget, and it is entirely possible for the SFPD to fulfill its obligation to provide raises to its employees in the short-term by rearranging its \$667 million+ departmental budget. Furthermore, the Board of Supervisors ultimately has the authority to address budget shortfalls by reappropriating funds from other departments and programs that do not serve Black and Brown communities.

3) The City's position on Meet and Confer needs to be clarified

Director of the Department of Human Resources (DHR) Carol Isen stated in response to concerns about DHR's practices over meet and confer with the POA that "We [DHR] do not under that language [Article I Section 4.A of the MOU] engage in meet and confer over permissive subjects. In fact we have definitely done everything we can to avoid engaging in meeting and conferring over either permissive or non-mandatory subjects." Here is the language in the MOU:

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. (emphasis added)

There are two ways to read this situation. On the one hand, the language in the MOU seems to contradict Director Isen's claims that the City does not meet and confer with the POA beyond the scope provided for by state law. In fact, the MOU seems to give meet and confer rights to the POA on "any proposed change in general orders." This should be no surprise, as we know that DHR has historically engaged in meet and confer proceedings well beyond its obligation under state law. For over two years, DHR held meet and confer sessions with the POA on DGO 10.11 which restricted officers from reviewing Body Worn Camera footage before making a statement to investigators regarding a police shooting ("officer-involved shooting") or an in-custody death. This occurred despite case law unequivocally ruling that such restrictions are fundamental policy decisions excluded from mandatory bargaining (*Ass'n of Orange Cnty.*

*Deputy Sheriffs v. Cnty. of Orange* (2013) 217 Cal. App. 4th 29 and *Ass'n for Los Angeles Deputy Sheriffs v. Cnty. of Los Angeles* (2008) 166 Cal. App. 4th 1625).

On the other hand, we can take Director Isen's testimony at face value—that is, to accept that, as DHR claims, the language cited above is simply a noticing provision, and that there is nothing in the current MOU that requires a broader interpretation of the scope meet and confer than provided for by state law. If this is the case, there should be no objection from any side to spelling out where Meet and Confer should *not* take place in the side letter DHR has committed to entering into with the POA prior to the next scheduled Board vote on the renegotiated MOU, since these limits have been clearly delineated by state and case law. In any event, it is clear that regardless of what the current MOU is interpreted to mean, even supposedly *existing* limits on circumstances where DHR must meet and confer with the POA need to be spelled out for there to be any chance of holding DHR to account when they do exceed those limits.

Given the absence of transparency around the negotiation of this MOU amendment, and the numerous inaccuracies that have crept into the discussion around its approval, passing the MOU amendment presently before the Board is an abdication of the Board's responsibility to make sure that contracts negotiated by the City serve the public interest, when it is clear that a majority of Supervisors have issues with the City's current relationship with the POA. **We urge Supervisors to look at this situation with clear eyes and a proactive spirit, and to reverse course and reject this renegotiated MOU.**

Sincerely,

*The Defund SFPD Now Campaign*

*Calvin Quick, Youth Commission Legislative Affairs Officer  
on behalf of the San Francisco Youth Commission*