

From: [Board of Supervisors \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Proposed SFPOA MOU (#20105)
Date: Wednesday, November 18, 2020 9:28:33 AM
Attachments: [FOIA-Email Award -- 2018 arbitration.pdf](#)

From: John Crew <johnmikecrew@gmail.com>
Sent: Wednesday, November 18, 2020 9:16 AM
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Subject: Fwd: Proposed SFPOA MOU (#20105)

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Supervisors,

Tony Montoya has been president of the SFPOA for two and a half years. Rocky Lucia has been their lawyer since March. Each have well-established track records that show the idea that the SFPOA has turned over a new leaf substantively (as opposed to merely rhetorically) under their leadership and counsel is wishful thinking in the extreme. I reviewed part of those track records last week for Supervisor Peskin in the email I am now forwarding to all of you here. (The correct file # is 201050.)

Ignore those track records if you like but consider what both Chief Scott and Tony Montoya told the full Board yesterday. They **both** put the starting point of this allegedly new and improved, reform-friendly relationship at about **four or five months ago**... in other words, around June or July... in other words **exactly** when, at Mayor Breed's direction and per her testimony to the GAO Committee, DHR's Carol Isen started to secretly negotiate this proposed contract with the SFPOA -- with its status quo non-economic terms and two 3% raises unconditioned by any reform concessions. Sgt. Montoya showed you yesterday just how much he wants you to approve those 3% pay raises. All of this confirms what I reminded Supervisor Peskin of last week --

Pretty much the only time the SFPOA behaves relatively more reasonably is when contract talks are underway or approval of a deal they very much want (because they're **not** going to get 3% raises out of an arbitrator in **this** fiscal environment) **is pending**. That's why much of the rest of the country has already embraced the need to use the leverage that exists only when contracts with police bargaining units are being renegotiated to seek changes in the non-economic terms that are so clearly needed to bring about the sorts of reforms, accountability and transparency the general public (at least in urban areas) overwhelmingly demands and deserves and yet that police are still (in 2020!) able to block or delay. **Why would San Francisco -- of all places -- buck this trend by approving a "no concessions" sweetheart deal awarding them two more pay raises? We've led the way on broader criminal justice reforms. Why would we continue to lag behind on police reform?**

More importantly, consider what Sgt. Montoya told the full Board yesterday --

"There is really no objection to any of those 272 (USDJOI COPS) recommendations. **We'd be willing to sign off on many of them tomorrow if it was put before us to do that.**"

PUT IT IN WRITING

While the second vote on their deal is pending, you have a two-week opportunity to test Sgt. Montoya's sincerity and to establish whether an allegedly "reformed" SFPOA is now **really** pro-reform. Why **not** simply take Sgt. Montoya at his word and ask him to put it in writing -- to literally sign off -- on the 272 reforms?

Prior to December 1st, you can accomplish this through a legally-binding, written agreement wherein the SFPOA would:

- (1) waive any rights to meet and confer and interest arbitration over policies implementing any of the remaining 272 USDJOI COPS reforms (that have been pending for more than four years); and,
- (2) waive any rights to meet and confer and interest arbitration over Supervisor Ronen's planned legislation aimed at greater transparency over collective bargaining with the SFPOA.

With respect to the second point, during her press conference yesterday Supervisor Ronen indicated that there **would** be closed door talks with the SFPOA (albeit with her present) over whether the Board could adopt her legislation banning closed door talks with the SFPOA. With Acting DHR Director Isen telling the GAO Committee that "it is almost impossible to get through a significant meet and confer (with SFPOA) in under six months and more typically a year," why not seek an agreement **now** that would rescue legislation aimed at shining a light into what has long been the blackhole of SFPOA meet and confer sessions from that very same blackhole?

With respect to the meet and confer arbitration waivers on the USDJOI COPS policy reforms, this would **not** silence the SFPOA's unique and often important perspective. They would continue to participate in the collaborative working groups where many of the most important policies have been painstakingly developed. In fact, this change would further incentivize their active and constructive participation in the collaborative reform policy groups. And, of course, they could publicly advocate for their positions on these issues before the Police Commission just like everyone else, **rather than** avoiding public testimony at Commission hearings where DGOs are considered and adopted and instead using meet and confer sessions with the SFPD's Labor Relations Director (performing a DHR function) to pursue their objectives -- often while simultaneously sniping at the Commission with personal insults and fomenting internal contempt for the civilian body that, in fact, sets policy and oversees SFPD and represents the public they serve.

THESE NEGOTIATED WAIVERS ARE LEGAL

These sorts of waivers negotiated in exchange for pay raises are entirely legal and, per my correspondence on Monday and the 2018 testimony of Julian Gross (now a partner in Louise Renne's law firm) referenced therein, there are already examples of them in the current SFPOA contract. Unfortunately, Ms. Isen has misrepresented the independent arbitrator's 2018 decision on this point. He said explicitly that, while he did not feel he could **impose** this waiver on the SFPOA, the City and DHR **could** negotiate and voluntarily adopt it as part of an overall agreement (for example in exchange for pay raises) as they'd done on other topics in the past. Here is the relevant part of the independent arbitrator's decision --

"This proposal represents a very well-meaning attempt by the City to help promote the implementation of the DOJ report. In addition there was impassioned and persuasive testimony presented by the public, which the Panel took under consideration.... (T)he Chairperson believes that an interest arbitrator should not **impose** changes that involve a party giving up legal rights.... I encourage the parties to continue to discuss ways to mutually expedite the adoption of the DOJ proposals."

(Arbitration Award of May, 4, 2018, *In the Matter of an Interest Arbitration Between City and County of San Francisco and San Francisco Police Officers' Association*, pg. 19, emphasis added. See attached.)

Here is **what Ms. Isen herself wrote** as the City's designee on that arbitration panel in that same opinion (that unfortunately she did not acknowledge either to the GAO Committee or to the full Board yesterday) --

"Speedy implementation of the Department of Justice's ("DOJ") recommendations is an essential objective of the City. Contrary to the Police Officers' Association claim, the City is not seeking to eviscerate the Association's fundamental right to bargain over the terms and conditions of employment of its members. No one is asking the Association for wholesale abandonment of its rights. **Unions can and sometimes do waive the right to bargain, or waive dispute resolution procedures in their collective bargaining agreements.** The City's proposal is limited in scope, applying only to matters in the DOJ report that impact the employment conditions of Association members."

(Arbitration Award, pg. 23, emphasis added.).

That was **two and one-half years ago**. Just days after that Arbitration Award, Tony Montoya became president of the SFPOA. Yet, there has been **no** "speedy implementation" of the USDJOI reforms. The "essential objective" of the City has **not** been "mutually expedited" -- certainly not sufficiently and not in the absence of a legal agreement with the SFPOA to do so. Now, the SFPOA wants two more 3% pay raises and some Supervisors believe and apparently some labor believe, notwithstanding a direct denial from her representative yesterday, that the Mayor will lay off **other city workers** if the Board fails to give the SFPOA what they want. Yet, the SFPOA's president told you yesterday they're ready "sign off" on many of the DOJ recommendations if that was "put before us"... but that's **not** been presented to them because, unlike DHR in 2018, the "essential objective" of reform was not even brought up with the SFPOA in 2020 apparently because Mayor Breed (understandably distracted by the pandemic and budget crisis) did not explicitly direct them to do so even though then-Supervisor Breed had publicly insisted on it in 2018.

This problem can easily be solved by December 1st **if**, as SFPD Labor Relations Director LaWanna Preston told the GAO Committee is her own personal practice, the parties have "said what they meant, and meant what they've said." The **SFPOA need only put in writing what they already told you** and literally "sign off" on the USDJOI reforms in exchange for their 3% raises. And, DHR can memorialize those waivers into an agreement that **they've already said is legally permissible**.

MOST OF THE COST SAVINGS CAN BE REALIZED EVEN WITH SOME FURTHER DELAY

But, even if it cannot be accomplished by December 1st or even by December 8th -- for example if it turns out to require a new tentative agreement on the overall contract voted upon by the full SFPOA membership rather than a side letter -- it is a wild exaggeration to claim failing to do so would blow a "big hole" in the City's budget. Attachment A of the Controller's October 28th costing letter makes this abundantly clear. The cost savings of the proposed SFPOA deal would be \$7.1 million dollars over the last six months of the fiscal year (because the 2% raises do not become effective under the current contract until January 1st). But even **that** figure pre-supposes that no final approval of a new deal is reached before the June 30, 2021 expiration of the current contract that would also defer the 2% raises. In other words, according to the Controller leaving the current contract in place costs the City roughly \$1.2 million each month (starting in January) this fiscal year **BUT only until a new deal is struck** that would presumably contain the same short-term deferrals of pay raises (but perhaps would include the two simple reform concessions above) ... **or** the tentative agreement on the table now is eventually adopted as is.

So, any new deal with the SFPOA that defers the six months of 2% pay raises currently due this fiscal year starting in January, saves \$7.1 million overall if adopted in December (in time for the January payroll). But, even if it's adopted later (in the pursuit of reform concessions), it **still** saves the City roughly --

- \$5.9 million if adopted in January (in time for the February payroll).
- \$4.7 million if adopted in February (in time for March)
- \$3.5 million if adopted in March (in time for April)
- \$2.3 million if adopted in April (in time for May)
- \$1.183 million if adopted in May (in time for June).

I'd hope the City can quickly obtain SFPOA agreement on the two reform concessions above (and/or others) in time to save the full \$7.1 million. But even if that's not possible, if the City truly prioritizes reform, it would be willing to spend **\$1.2 million** on 2% raises for January in order to get this right. After all, the new SFPOA deal will **last through mid-2023 and will cost the City \$22.2 million** in new expenditures for the SFPOA in FY 2022/23. The City is already spending \$700 million each year on the SFPD (mostly on compensation) and has massively expanded its expensive command staff ostensibly to provide what Chief Scott calls the necessary "infrastructure" for reform. Yet, the Board "can't" or "won't," if necessary, spend an additional \$1.2 million to take another month or two to get much-needed reform concessions from the SFPOA in exchange for new pay raises? That would make no sense -- especially when the City also wastes so much money on settlements and judgements related to SFPD misconduct many of which could be avoided if the USDOJ COPS reforms were to be far more aggressively pursued and fully implemented. When the Board this past January approved a \$225,000 civil settlement for an overtly racist enforcement action by SFPD, I wrote the GAO Committee encouraging them to inquire what steps would be taken to prevent a recurrence of such misconduct because there had been no apparent accountability for the officers involved and no apparent changes in policies or practices. I wrote then --

"In just the past few years, this Board has approved settlements totaling **over \$14 million dollars** for a variety of forms of misconduct -- often with implicit or explicit racial overtones -- involving elements of our local criminal justice system. It's 2020. There's no reason at all -- other than insufficient civic commitment to truly reform the broken parts of this system -- for this sort of extreme exposure to significant liability to still continue."

If this City can afford to foot **this** sort of bill for avoidable police misconduct involving SFPOA members (including Sgt. Montoya for his acts of misconduct both in the 1990's and again just a few years ago), it can afford the \$1.2 million it would cost to take another month to finally secure a deal with the SFPOA that would help prevent it.

THIS VOTE IS UNAVOIDABLY ABOUT POLICE REFORM

Your vote on this contract **is** a test of your commitment to police reform. If you have a deal in place by December 1st that actually includes appropriate reform concessions -- rather than rely on the blind hope that an allegedly more cooperative SFPOA will continue to be more cooperative even after you've given them the 3% unconditional pay raises they want -- you should approve it. If you don't, you should continue that vote until December 8th. And if you still don't have it by then you should, in effect, spend \$1.2 million for one month of non-deferred 2% pay raises in the pursuit of getting **something** of value from the SFPOA for their 3% raises which will start costing the City \$22.2 million in FY 2022/23.

You have the time. You have leverage that you won't have later. The only remaining question is whether you have the commitment and willingness to use them.

Thank you.

John Crew
(415) 793-4146

cc. Clerk, San Francisco Board of Supervisors
Mayor London Breed
Chief William Scott, SFPD
Mawuli Tugbenyoh, DHR Chief of Policy
Members, San Francisco Police Commission
David Rizk, BASF
Defund SFPD Now

----- Forwarded message -----
From: **John Crew** <johnmikecrew@gmail.com>
Date: Thu, Nov 12, 2020 at 6:28 PM
Subject: Proposed SFPOA MOU (#20105)
To: <Aaron.Peskin@sfgov.org>

Supervisor Peskin,

I was surprised by your comments at the conclusion of the GAO Committee hearing last week on the SFPOA contract. I had tried to reach you -- through Sunny -- prior to the hearing. I've subsequently learned she's out on a family matter so I apologize if I should've been more persistent or tried to contact you directly. But, I do want to respond to some of what you said and provide you with information you may not have.

First, you acknowledged in your remarks that, to the degree there has been any progress recently it may be "in large part because of the pendency of this MOU." I agree. You said the recent progress "doesn't mean this is the way they're going to **continue** behaving so I think we still need to keep our pedal to the metal." I could not agree more.

Yes, **some** of what needs to be addressed is on the state level. Of course, POBOR needs to be reformed and there's an entire state police reform legislative agenda that San Francisco officials should be leading the charge to promote but that, unfortunately, the police associations have blocked for many years and were, for the most part, able to block yet again even this past session. (See <https://www.nytimes.com/2020/09/09/opinion/sunday/police-reform-defund-politicians.html>.)

But, **I disagree that San Francisco's on-going failure to more aggressively and far less sluggishly pursue police reform may be due to some fundamental flaw in the Meyers-Millias-Brown Act (MMBA).** There is an extensive body of MMBA case law that makes clear the City need not meet and confer at all -- much less so extensively -- on the fundamental policy decisions made primarily by the Police Commission through their Department General Orders (DGOs). These are the "managerial prerogatives" that are behind so many of the reforms and that the courts have repeatedly recognized are **exempt** from mandatory bargaining. The Bar Association of San Francisco (BASF) October 22nd letter explains how San Francisco is needlessly negotiating -- for months and months, and sometimes years -- behind closed doors with the SFPOA on a whole range of policy subjects that should be handled strictly in public and decided in public by the Police Commission after public testimony from SFPD management, community stakeholders **and** the SFPOA (if they have anything to say), as **used** to be the case in this town. The SFPOA no longer has to air their views alongside others in public when they are consistently and needlessly given the opportunity to completely end run the civilian Police Commission (while routinely insulting them and their role in the press and to their membership) in private talks with DHR under the constant threat (frivolous or not) of arbitration.

That problem can only be fixed locally -- with contractual concessions in exchange for pay raises waiving any right to arbitration on USDOJ COPS reforms, changing the arbitration process to a "loser pays all costs" system (to deter the SFPOA from pursuing frivolous claims and to encourage DHR to declare impasses in a far more timely manner rather than letting negotiations continue endlessly as has too often been the case), and to make clear once and for all that there will be no more bargaining on policy matters (as opposed to impacts or effects bargaining) that are **not** mandatory subjects of bargaining. **If the City does not at least try to secure these sorts of contract concessions now in exchange for pay raises** -- as Austin successfully did a few years ago, as Chicago is doing now, as the US Conference of Mayors, Major Cities Chiefs Association (big city police chiefs), NAACP LDF, Campaign Zero, scholars, labor arbitrators, judges and most of the police practices field generally now recommend -- **how will the City possibly deal with the inevitable return of the less cooperative SFPOA once they've secured their pay raises and locked in their highly favorable non-economic contract terms through mid-2023?**

Your remarks hinted at the reality of what we've all experienced over the decades. Pretty much the only time the SFPOA behaves relatively more reasonably is when contract talks are underway or approval of a deal they very much want (because they're **not** going to get 3% raises out of an arbitrator in **this** fiscal environment) is pending. That's why much of the rest of the country has already embraced the need to use the leverage that exists only when contracts with police bargaining units are being renegotiated to seek changes in the non-economic terms that are so clearly needed to bring about the sorts of reforms, accountability and transparency the general public (at least in urban areas) overwhelmingly demand and deserve and yet that police are still (in 2020!) able to block or delay. **Why would San Francisco -- of all places -- buck this trend by approving a "no concessions" sweetheart deal awarding them two more pay raises? We've led the way on broader criminal justice reforms. Why would we continue to lag behind on police reform?** It makes no sense to me.

And, I think these part in your remarks last week are way off-base --

"There has actually been **some progress** and I think in some part, if I may, because the POA has changed legal counsel and have finally gotten **a lawyer who is much less obstructive** than his predecessor. A lot of the quite frankly frivolous use of meet and confer and other roadblocks under Meyers Millias Brown the POA could throw up have actually finally been resolved. So, I do believe under the leadership of at least the new counsel to the POA -- if not some of the leadership and members of the POA -- we've gotten rid of the vast majority of these frivolous meet and confers that were really meant to jam up the reform system."

With all due respect, **I think you're wrong on both points.** I agree that Rocky Lucia's public rhetoric is "kinder and gentler" than his predecessor's but **what's important here is the SFPOA's and his actual track record since he took over as their lawyer in March as well as his and his firm's track record historically.** The SFPOA may have finally retained a more politically realistic and skilled lawyer but **there is no reason at all to think that Lucia or his firm [founded by longtime police association legal bulldog Michael Rains] will become any less aggressive in fighting the reforms, transparency and accountability that the SFPOA has been fighting for years** -- and will continue to fight. That's **why** they hired him and the Rains firm described a few years ago by *US News and World Report* respectively as "one of the best known police union attorneys in the country" and "one of the largest law firms in the nation to represent police officers." **Lucia and the Rains firm have always played hardball and routinely made exaggerated claims that legislative and administrative oversight bodies lack the legal authority to impose important policy reforms on law enforcement agencies over the objections of the law enforcement bargaining units they represent.** That's what they always do. That's what they're paid to do. Once the pay raises are secured, they **will** to play hardball in San Francisco too... just as SFPOA and Lucia and the Rains firm have always done. Among Lucia's clients were or are police associations at some of the most deeply troubled municipal policy agencies in California -- Vallejo, Oakland, Fresno. There is **no** evidence those bargaining units became less obstructionist and more reform-oriented with Lucia representing them. Quite the opposite. Lucia's latest cause? Trying to keep off the ballot and now trying to undo the will of Sonoma County voters who just passed a measure granting their civilian oversight agency over the Sheriff's Department access to the body worn camera footage by claiming the county had unlawfully failed to negotiate with the deputies' association over what, if anything, the public would be permitted to vote on.

Of course, **that's exact same frivolous argument Lucia and the SFPOA used to try to keep Prop E -- the charter measure setting minimum staffing levels for SFPD -- off the November ballot.** Thankfully, after Joe Eskenazi reported that this tactic would likely stall the measure enough to miss the submission deadline, BASF lawyers convinced Board President Yee that this was a frivolous argument and the voters approved the measure by a 71% to 29% margin. According to documents recently provided to BASF, Lucia held no fewer than four meet and confer sessions in June and July with DHR's Carol Isen in an attempt to keep Prop E away from the voters. And, of course, **why wouldn't** they try to do that when simultaneously -- and apparently unbeknownst to the Board President and the Board -- Isen was, at the Mayor's behest, offering them extremely favorable terms on a contract extension featuring two more pay raises, status quo non-economic terms (that have facilitated these SFPOA frivolous meet and confer claims), a new "me too"/parity clause with other city worker unions, and advantageous political timing for their next contract talks. Rather than dealing with the problems caused by the SFPOA's long-standing and **on-going** frivolous meet and confer claims, the Mayor and DHR propose to **reward** and encourage them with this contract. (Internal DHR documents still list the Prop E meet and confer topic as "unresolved" ... meaning that after their pay raises are secured Lucia and SFPOA might still pursue legal action to try to overturn the Prop E results?).

Meanwhile, **with Lucia as their lawyer, the SFPOA and DHR have so far held four meet and confer sessions from August through October on the Commissions mid-July decision to ban in DGO 5.01 knees placed on subjects' necks in the wake of the death of George Floyd.** The SFPOA had already sued and lost -- because the case law on this has been clear for 40 years -- over whether changes in the use of force policy is a mandatory subject of bargaining. That claim was frivolous from the start. When the Commission adopted this latest policy change, they insisted it not be subject to meet and confer and Chief Scott has since boasted to the Board that the change was fully accomplished within six weeks. So why then have there been **four**, previously undisclosed meet and confer sessions with the SFPOA about this since then? If the talks have been limited to "effects" or "impacts" of the policy change already fully adopted under the managerial authority of the Police Commission -- rather than on the specific terms and language of the policy -- **why is DHR poised to go into closed session with the Police Commission about it on November 18th, the day after the Board is currently scheduled to vote on this contract?** If the "issue" was only a matter of impacts and effects -- like, perhaps, talks over the need to update training for officers in accordance with the new policy -- there is no reason for the policy-setting body to receive a closed door briefing on that topic. It's the **SFPD's** job to implement the Commission's policy and SFPD's Lawana Preston should be updating the Chief, not the Commission, on any post-adoption impacts bargaining. Four months after retaining Lucia, **SFPOA's Tony Montoya told his members and the press that the "no George Floyd's in SF" policy change adopted by the Police Commission was "political theater and grandstanding."** Even after suing and losing over their frivolous claim that use of force

policy changes required prior meet and confer (and arbitration in the event of an impasse), Montoya said the Commission using their clear legal authority to do so in this case represented a "clear lack of respect of our members" because the SFPOA would've had to air their concerns publicly before the Commission in advance of their vote just like everyone else rather than in closed door DHR talks. (<https://missionlocal.org/2020/07/sf-police-union-threatens-aggressive-legal-action-against-police-commission/>.)

Lucia's SFPOA requested and received two meet and confer sessions with DHR over the Bias-Free Policing DGO adopted by the Police Commission in May after years of collaborative working group meetings -- which had included active participation by SFPOA. The subject matter was clearly not a mandatory subject of bargaining and the Commission had full legal authority to adopt the new, hard-fought, long-debated DGO in final form. Yet, Lucia frivolously treated it as legally-required talks when he submitted what he called the SFPOA's "counter-proposal" (parts of which the Commission ultimately adopted). The delay was only two months and the changes were not substantive but the talks never should have taken place, the delay based on a frivolous "meet and confer" assertion never should've occurred, and the bad precedent continues.

For example, **Lucia's SFPOA demanded and was just recently granted -- over the objection of BASF and others -- meet and confer talks over the highly-touted, collaboratively crafted new Community Policing policy** whose provisions raise no apparent "mandatory subjects of bargaining" and fall squarely within the "managerial prerogative" line of MMBA case about policies with significant impact on police-community relations that are **not** appropriates topics for the bargaining table. (<https://missionlocal.org/2020/10/police-commission-approves-sweeping-new-policy-on-community-policing/>.) Yet, absent a contract provision to stop this, San Francisco is likely to keep allowing Lucia and the SFPOA opportunities to try to negotiate side deals with DHR that undermine the policy-setting authority of the Commission and make a mockery of "collaborative reform."

SB 1421 has legally required greater access to police misconduct records and investigative materials on shootings and other serious uses of force **for almost two years** now. SFPD is still not fully complying with the law while "meet and confer" sessions with the SFPOA drag on -- the most recent of which have occurred in June and October after Lucia was retained. (Perhaps, not incidentally, Lucia brought some of the frivolous and predictably unsuccessful court challenges to enforcement of SB 1421 on behalf of his various police association clients all of whom seem to vehemently oppose and fear greater transparency -- mandated by law or not.)

The revised **Disciplinary Penalty and Referral Guidelines** adopted by the Commission 14 months ago (!) are **still** in meet and confer. Those Guidelines, the Community Policing, and the SB 1421 Protocols -- along with the "George Floyd" use of force changes -- are all set to be discussed in closed session on November 18th. **It's not significant "progress" to have policy topics that never should've been sent to meet and confer eventually emerge from meet and confer only to be sent to closed sessions of the policy-making body** where any discussion of non-mandatory policy matters will violate the Brown Act.

I'm not sure what "progress" or what "concessions" you believe have already been made because of Lucia's involvement. It is true that, with the vote on their contract looming, the SFPOA withdrew on October 27th a frivolous grievance over **DGO 5.02 that would have governed tasers** had the SFPOA not tried to overturn it with their spectacularly unsuccessful ballot measure in June 2018. **After** they lost that election 62% to 38%, the SFPOA sought and were inexplicably granted four meet and confer sessions from 2018-2020 even though, again, their own prior lawsuit had made clear that policies governing uses of force are not mandatory subjects of bargaining under MMBA and the Board's on-going refusal to allocate funding for tasers made the issue a moot for the foreseeable future. This isn't a concession. It's a very belated acknowledgement of reality.

It is true that **after two and a half years of meet and confer sessions** -- two of which were limited to an issue that DHR and BASF agree was **not** a mandatory subject of bargaining -- the SFPOA did not try to block the Commission finally fully adopting the **Body Worn Camera** DGO they'd previously adopted in January 2018. That means the SFPOA successfully kept that policy in two rounds of legally unnecessary meet and confer talks for three out of the last five years ... all over the narrow issue of when officers can or cannot view the footage during an investigation. That's not a "concession." That's a declaration of victory over the broader public interest.

Maybe you know something I don't. But from a review of the documents still trickling out of DHR about their meet and confer sessions with SFPOA -- which are the source of the information above and which I am happy to share with you if you have any questions -- this doesn't look like progress to me. It looks like more of the same.. because it **is** more of the same. (BASF requested these and other documents on October 15th and, legally, DHR should've and easily could've provided them weeks ago. Voting on the contract while DHR stalls the release of information highly relevant to the Board's decision about whether non-economic contractual concessions are necessary would be the antithesis of good governance.)

You and I have seen this before. We both know this is **not the first reform rodeo for SFPD**. We both remember the SFPD's scandals in the 2000's. We both remember Mayor Newsom's frustration at his inability to make progress then on the reforms that were obviously needed and remember that he retained (at considerable expense) the Police Executives Research Forum (PERF) to do a comprehensive assessment of SFPD. The comprehensive PERF recommendations contained in a thick report were, for the most part, never implemented. (All of that occurred during your first tenure on the Board...some possibly during your terms as Board President.) That's why those same still-unimplemented recommendations were repeated in the 2016 USDOJ COPS report (of similar thickness)... but those too have, for the most part, not been implemented either. That's why they were repeated yet again in June 2020 in Mayor Breed's "Roadmap for (allegedly) New Police Reforms". (<https://sfmayor.org/article/mayor-london-breed-announces-roadmap-new-police-reforms>). And that cycle of broken promises... those reform agendas the SFPOA has **always** been able to thwart behind closed doors thanks to favorable contract terms that enable their obstruction and a lack of political will in City Hall to play hardball once the memory of the latest scandal or avoidable killing has faded, once the protests shrink in size, once most elected officials and advocates (present company excluded) have moved on... **will** continue if yet another "no reform" contract is approved for the SFPOA. Why would **they** change when, given a chance to vote on a "change" or a "status quo" contract the Board approves the "status quo" ... in the face of all the evidence, opposition ranging from BASF to activists, and the general public clearly demanding fundamental change in SFPD and the criminal justice system, the Board chooses the "status quo." **If not now, when?**

Lastly, apart from meet and confer issues and while acknowledging that, of course, the SFPOA has the legal right to hire whomever they want as their lawyer and should not be punished in their contract merely for that hiring decision, **it's just not realistic to think that Backy Lucia is going to make SFPOA less obstructionist and more cooperative on reform**. After all, Lucia wrote a letter on behalf of the SFPOA to Lawana Preston as the SFPOA's "liaison to the Commission" (as though she is their own private backchannel for griping to the Commission about any topic) **strongly objecting to the Commission's decision to place signs in police stations merely stating "black lives matter."** The letter claimed this would be introducing "wedge issues into the safe harbor of police stations. Police stations are places for the citizens of San Francisco to seek help and assistance when they have become victims of crimes." The Police Commission Vice President rightly and publicly labelled Lucia's letter "complete horesht" but, like Trump, the SFPOA had succeeded in creating the wedge they claimed to want to avoid with right wing media coverage of the controversy Lucia's letter created unleashing hateful and racist messages sent to the Commission. These are the signs Lucia warned the SFPOA had "serious concerns" about -- <https://www.sanfranciscopolice.org/news/san-francisco-police-department-umetis-black-lives-matter>. **Does Lucia sound like a reliable police reform partner to you?**

As for Tony Montoya, he may not be as bombastic as Gary Delagnes but in terms of what the SFPOA actually does and says, the improvement is minimal. He's Gary's disciple and his own actions in the SFPD over the years demonstrate he'll never be a reformer. He's **still** not publicly acknowledged or apologized for his role in driving a brave, whistleblowing rookie cop, Edward Clark, out of the SFPD for refusing to join Tony in covering up the beating of a handcuffed suspect - <https://www.sfgate.com/havarea/article/S-F-Officer-Gets-30-Day-Suspension-in-97-2780765.php#:~:text=S.F.,Officer%20Gets%2030%2Dday%20Suspension%20in%20197%20Beating%20Claim%20of%20Incident%20could%20have%20been%20fired&text=The%20Police%20Commission%20unanimously%20imposed,suspect%20on%20May%2011%2C%201997>. He personally rebuffed my suggestion that he apologize to the family of an African American college student and his family who fled San Francisco over the trauma of his blatant racial profiling false arrest that Tony had supervised and approved in a police report that, on its face, proved that misconduct had occurred. I made the request privately -- leading him out of earshot of his SFPOA colleagues campaigning for their Prop H in June 2018 -- long after the City had settled the case and the statute of limitations for any disciplinary sanction had passed. (<https://www.kqed.org/news/10674892/lawsuit-alleges-sfpd-racial-bias-excessive-force-in-april-arrest>.) True to his reputation as someone who seems mild mannered but who is a hothead and quick to anger, Tony quickly got angry at me for daring to suggest such a thing and stormed off. **But if you really think Tony Montoya has turned over a new leaf and is now a reasonable guy, it's only been a few months since -- in blatant violation of longstanding SFPD policy -- secured and distributed SFPOA-branded "thin blue line/blue lives matter" flag masks for officers to wear on duty.** It was not only a symbol already being used to rally Trump supporters and other white supremacists, in the months prior to that other police associations (mostly backing Trump) had used attempted displays of the symbol as intentional "us vs. them" provocations of controversy. Your colleague, Supervisor Walton called it "something you'd see below the Mason-Dixon line" and the stunt provoked the controversy Tony was seeking... leading to appearances on Fox News and generating additional internal antipathy towards Chief Scott who, predictably, had to ban them. Respectfully, **there is no credible evidence suggesting that the Montoya-led SFPOA is actually going to voluntarily become sincere collaborative reform partners.** Virtually, everything they **still** do and say suggests otherwise.

I accept that maybe we'll end up agreeing to disagree about this. But I was pretty alarmed by your remarks and hope you'd just not been fully informed yet about what's actually beeb going on and about the positions Lucia and the SFPOA continue to take. So, for whatever it might be worth, I wanted to offer you my perspective based on the information I have that maybe you've not been provided.

As always, thanks for considering my views and feel free to reach out anytime if you'd like to discuss this or have questions about either the accuracy or fairness of anything above.

John Crew
(415) 793-4146

**PURSUANT TO IMPASSE RESOLUTION PROCEDURES
A8.590-5, CITY AND COUNTY OF SAN FRANCISCO CHARTER**

In the Matter of an Interest Arbitration
Between

CITY AND COUNTY OF SAN
FRANCISCO,

and

SAN FRANCISCO POLICE OFFICERS'
ASSOCIATION.

ARBITRATION AWARD

For the City:

LaWanna Preston
Employee Relations Manager
DHR, City and County of San Francisco

For the Association:

Gregg McLean Adam, Esq.
Messing Adam & Jasmine LLP

Arbitration Board:

Neutral Member:

David A. Weinberg
Arbitration Mediation and Conflict Resolution

Association Member:

Gary Delagnes, Consultant

City Member

Carol Isen, Employee Relations Director
City and County of San Francisco

PROCEDURAL BACKGROUND

In accordance with the Impasse Resolution Procedures stated in Charter Section A8.590-5, the parties selected David A. Weinberg as the Neutral Chairperson of the Board of Arbitration. Carol Isen was selected by the City and County of San Francisco (hereinafter "City") to be its Arbitration Board member, and Gary Delagnes was selected by the San Francisco Police Officers' Association (hereinafter "Association") to be its Arbitration Board Member.

The Arbitration Board held public hearings in the City and County of San Francisco at the Hall of Justice on April 16, 17, and 23, 2018. The Arbitration Board also met in private mediation sessions in accordance with the impasse resolution procedures contained in Charter Section A8.590-5, on March 26, 27, April 2, 3, 24, 25, and 30, 2018.

After reaching agreements on a number of issues, the Chairperson directed the parties on May 3, 2018, to submit their last offer of settlement on each remaining issue in dispute. The following issues remained at impasse to be decided by the Board by selecting whichever last offer of settlement on that issue most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment, including but not limited to: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of other employees in the City and County of San Francisco and others performing similar services elsewhere; and the formulas provided for in the Charter for the establishment and maintenance of wages, hours benefits and terms and conditions and employment. The Board also considered the financial condition of the City and County of San Francisco and its ability to meet the costs of the decision of the Arbitration Board. In weighing each proposal under these factors, the Board also considered the tentative agreements reached by the parties which are incorporated herein by this reference.

PART I: ECONOMIC PROPOSALS

The Neutral Chairperson has considered the total economic impact contained in the parties' final offers and the tentative agreements in making these determinations. Taken as a whole, the implementation of these economic items, contained in the parties' final offers will enable the City to recruit and retain police officers in a competitive urban environment. It reflects the need to have employees maintain pace with cost of living increases particularly when the economic conditions are robust. The evidence presented at the Arbitration supports this perspective. The Chairperson worked with the parties to accept compromises on a variety of these issues so as to maintain competitive comparability with other Bay Area urban police departments while understanding the need of the City to be fiscally responsible and maintain a high level of services for its citizens. The evidence presented at the Arbitration supports the need for the two proposals on POST and retention pay, which are targeted to increase the pay scales in the years of service where the SFPD may be slightly behind the competing urban police departments, such as Oakland and San Jose.

ISSUE #1- WAGES

1. City Final Offer

Article III, Section 1.A. General Wage Increases

188. Employees shall receive the following base wage increases:

~~July 1, 2015 – 1%~~

~~July 1, 2016 – 2%~~

~~July 1, 2017 – 2%~~

July 1, 2018 – 3%

July 1, 2019 – 3%

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.

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. Association Final Offer

188. Employees shall receive the following base wage increases:

July 1, 2018 – 4%

July 1, 2019 – 4%

July 1, 2020 – 4%

RULING: The Panel accepts the City's final offer on wages.



David Weinberg, Neutral Chairperson- concur
May 4, 2018

Carol Isen, City Panelist-concur/dissent

Gary Delagnes, Association Panelist-concur/dissent

Dissent, by Panelist Delagnes:

I respectfully dissent from the Panel's decision on this item because this award will make SFPD less competitive when it comes to hiring new officers, which will lead to increasing failure at the Police Academy and a further lowering of hiring standards.

The evidence presented to the panel showed that the City is in excellent fiscal health. The City, after projecting a deficit, finished fiscal year 2016-2017 with a surplus of approximately \$450 million. Since 2013, the City has increased its cash and investments from \$700 million to \$2.1 billion. In March, the City received its first Aaa rating from Moody's in 40 years. The POA's economics expert, Dr. Rob Fairlie, from UC Santa Cruz, testified that all economic indicators suggest continued strong economic growth over the lifetime of this contract. If ever there was a time for the City to invest in its police officers, it is now.

Instead, this award will cause police officers to fall further behind the cost of living and their primary comparators. Our officers have received 5% in increases over the past 5 years; CPI has increased by more than 15% in that same period and is projected to rise at a level above 3% for the foreseeable future. Young officers, who will not see the benefit of POST and Retention increases, will increasingly struggle to make ends meet and will certainly not be able to afford living in San Francisco. At a time when all sides of the policing debate agree that there is a drastic need to hire hundreds more police officers to keep our city safe, allowing the Department to fall further behind other Bay Area law enforcement agencies will mean that SFPD will struggle to compete and will not secure the best candidates for our Department.

The POA presented evidence from Will Aitchison, who is the foremost expert in the country on police officer compensation, including comparability issues. Aitchison testified on four key points:

- a. That law enforcement nationwide is facing massive recruitment and retention problems. The City, based only on the number of applicants it has received (which is also falling) claims it has no recruitment problem. Aitchison warned that if SFPD is not seeing a recruitment and retention problem now, "it is only a matter of time." He explained that this phenomenon is driving large cities to make significant increases to police officer compensation—he cited San Diego 25%-30% increases (3 years);

Sacramento 17% increase (2 years); Dallas 25% (3 years); St. Louis County 30% increase (1 years).

Testimony under penalty of perjury by two subpoenaed police captains and a sergeant, who all currently help administer recruitment and retention for the Department, support Aitchison's broader view and established three key facts that City leaders should take very seriously.

First, SFPD is, for the first time, and against the advice of its own psychological expert, allowing candidates who score as low as a "C-" in psychological background exam to proceed to the Police Academy. It does this notwithstanding that the Department has concluded that applicants with a C- score have no better than a 50/50 chance of passing the academy. The difference annually between the city's 3% proposal and the POA's 4% proposal is approximately \$3.5 million. The city is unwilling to bridge this divide; yet, it is willing to invest \$200,000 per recruit on C- applicants to the Academy who have no better than a coin flip's chance of passing. (The cost of molding a new police officer, from recruitment through the Academy, costs upwards of \$200,000.)

Second, SFPD, which historically required applicants to post scores in the mid-20's in the Wonderlic Test is now permitting applicants with a score below 20 to proceed to the Academy. A person who scores 20 on the Wonderlic Test is considered to be of average intelligence. This means that SFPD, for the first time, is hiring individuals of below average intelligence—again, against the advice of its own psychological expert.

Third, a Department witness acknowledged that it is reducing the projected number of academies for 2019 and the class sizes of the Academy classes it will run because of a concern about SFPD's ability to recruit qualified candidates.

In this environment, when city leaders profess to be demanding better training and a more diversified department, it should put its money where its mouth is and not try to hire cops on the cheap.

b. Aitchison testified that SFPD should be comparing itself to Oakland PD and San Jose PD. Yet he explained that across all levels of the Department SFPD trails Oakland and San Jose by anywhere from 2.5% to 14.2%. With Oakland scheduled to receive 4.5% in 2018-2019 and San Jose scheduled to receive 6%, SFPD will fall even further behind those agencies next year.

c. Aitchison further testified that SFPD, as the largest department in this area, should be leading the market rather than trailing it or being at average. He was surprised that SFPD lags so far behind in the Bay Area law enforcement market. The City argues that SFPD need only be at the average of the market, and that it is currently slightly above average. But the City achieves this only by manipulating the comparator agencies to include relatively lowly paid agencies such as Fairfield, Daly City and Santa Rosa. Officers in those jurisdictions have an increasingly complex job but those complexities pale compared to policing in San Francisco.

d. Finally, Aitchison pointed out that whereas rank-and-file officers trail their peers in Oakland and San Jose by significant amounts, members of the SFPD Command Staff enjoy compensation levels 20% and more above their peers in those jurisdictions. Aitchison (and the POA) believes that SFPD's Command Staff *should* be at the head of the market; but this only begs the question of why the City believes its rank-and-file officers should be at or below average.

Accepting the City's proposal is a huge misstep by this panel.

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ISSUE #2-POST PAY

1. City Final Offer

Article III – Pay, Hours and Benefits, Sec. X Peace Officer Standards Training (POST) Certificate Retention Pay

X. 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>Inter.</u>	<u>Adv.</u>
<u>Police Officer</u>	<u>Q-2</u>	<u>Q-3</u>	<u>Q-4</u>
<u>Assistant Inspector</u>	<u>Q-35</u>	<u>Q-36</u>	<u>Q-37</u>
<u>Sergeant</u>	<u>Q-50</u>	<u>Q-51</u>	<u>Q-52</u>
<u>Inspector</u>	<u>0380</u>	<u>0381</u>	<u>0382</u>
<u>Lieutenant</u>	<u>Q-60</u>	<u>Q-61</u>	<u>Q-62</u>
<u>Captain</u>	<u>Q-80</u>	<u>Q-81</u>	<u>Q-82</u>

X1a. 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.

X1b. 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.

X2. 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 position of Q-2, Q-35, Q-50 and 0380, Q-60 and 0460, Q-80, 0488 and/or 0400, within the

meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

X3. *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.*

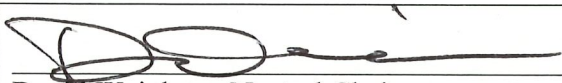
X4. *The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by superior court or court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an adjustment of their allowances 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*

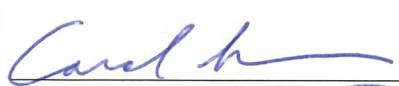
2. Association Final Offer


Effective July, 1, 2018 POST Certification pay shall increase by 1%. Employees with an Intermediate POST Certificate shall be entitled to 5% premium pay. Employees with an Advanced POST Certificate shall be entitled to 7% premium pay.

Effective July, 1, 2019 POST Certification pay shall increase by an additional 1%. Employees with an Intermediate POST Certificate shall be entitled to 6% premium pay. Employees with an Advanced POST Certificate shall be entitled to 8% premium pay.

RULING: The Panel adopts the parties' final offers on POST as they are substantively the same, along with the additional language set forth in the City proposal.


 David Weinberg, Neutral Chairperson- concur
 May 4, 2018


 Carol Isen, City Panelist, concur/dissent


 Gary Delagnes, Association Panelist, concur/dissent

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ISSUE #3-RETENTION

1. City Final Offer

Article III – Pay, Hours and Benefits, Sec. 4.F. Retention Pay

234. 1. Employees who possess an intermediate POST certificate or higher and have completed the requisite twenty three (23) years or more of service as a sworn member of the Department or Airport Bureau shall receive the following retention pay: 2% retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who have completed twenty three (23) years or more of sworn service covered by this Agreement.

234a. Effective July 1, 2018, eligible employees shall receive:

Years of Service	Premium Incremental (Cumulative)
23	2.00%
30	4.00% (6% total)

234b. 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:

Years of Service	Premium Incremental (Cumulative)
10	1.00%
15	additional 2.00% (3% total)
20	additional 2.00% (5% total)
25	additional 2.00% (7% total)

235. ~~Eligible employees who have completed thirty (30) years or more of service as a sworn member of the Department or Airport Bureau shall receive an additional 4% (6% total) retention pay for each pay period during which they are eligible.~~ Eligibility for retention pay is subject to the following conditions and limitations:

236. ~~1a.~~ employees must have worked and continue to work (regular paycode 'WKP') not less than seventeen-hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period; and
237. ~~2b.~~ employees that have been issued a suspension of ~~thirty (30) eleven (11)~~ or more days during the preceding twelve (12) months shall not be eligible;
238. c. employees must have a POST intermediate certificate or higher.

239. 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.

2. Association Final Offer

Employees who have completed ~~twenty-three nine (239)~~ years or more of service as a sworn member of the Department or Airport Bureau shall receive ~~21%~~ retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who have completed ~~twenty-three nine (239)~~ years or more of sworn service covered by this Agreement.

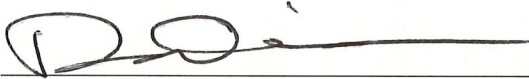
xx. Employees who have completed fourteen (14) years or more of service as a sworn member of the Department or Airport Bureau shall receive 2% (3% total) retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who have completed fourteen (14) years or more of sworn service covered by this Agreement.

xx. Employees who have completed nineteen (19) years or more of service as a sworn member of the Department or Airport Bureau shall receive 2% (5% total)

retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who have completed nineteen (19) years or more of sworn service covered by this Agreement.

235. Eligible employees who have completed ~~thirty~~ twenty-four (~~30~~24) years or more of service as a sworn member of the Department or Airport Bureau shall receive an additional 42% (~~67%~~ total) retention pay for each pay period during which they are eligible. Eligibility is subject to the following conditions and limitations:

RULING: The Panel accepts the City's final offer on Retention Pay.



David Weinberg, Neutral Chairperson, concur



Carol Isen, City Panelist, concur/dissent



Gary Delagnes, Association Panelist, concur/dissent

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ISSUE #4- WELLNESS (SEPARATION)

1. City Final Offer

Article III – Pay, Hours and Benefits, Sec. 10. Wellness Programs

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

306. 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.

307. The amount of this payment shall be equal to two ~~and one-half~~ percent (~~2.5%~~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.

308. 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 = ~~22.5%~~ for each year of service x 20 years of service = ~~4050%~~

~~4050%~~ x 500 hours = ~~200250~~ hours.

~~200250~~ hours x \$25.00 (base salary at time of separation) = ~~\$5,000 6,250.00~~

309. 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.

310. 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.

311. 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.

312. The Pilot "wellness incentive program" to promote workforce attendance shall sunset on June 30, ~~2018~~2019.

2. Association Final Offer

307. The amount of this payment shall be equal to two ~~and one-half~~ percent (2.5%) 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.

...

312. The Pilot "wellness incentive program" to promote workforce attendance shall sunset on June 30, ~~2018~~2019.

RULING: The Panel accepts the parties' final offers on Wellness (Separation) since they are the same.


David Weinberg, Neutral Chairperson, Concur
May 4, 2018


Carol Isen, City Panelist-concur/dissent


Gary Delagnes, Association Panelist-concur/dissent

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ISSUE #5- REFERRAL BONUS

1. City Final Offer

Article II – Employment Conditions, Sec. 21.A. Referral Bonus

A. Referral Bonus

~~150. An officer who refers a new applicant to the department shall receive a referral bonus of \$1,000 (\$500 upon that candidate's successful completion of the Police Academy and an additional \$500 upon that candidate's successful completion of field training). To qualify, the referring officer must verify that he/she has made at least three contacts with the applicant prior to the start date of the Academy. Officers assigned to recruitment on a full or part time basis will not be eligible for the referral bonus. For purposes of this provision, a "new applicant" is an individual who has not previously applied to be a Cadet or a Police Officer in San Francisco. This provision shall sunset on June 30, 2013 and no new referrals thereafter shall qualify for the bonus.~~

~~151. 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.~~

2. Association Proposal

150. An officer who refers a new applicant to the department shall receive a referral bonus of \$2000 (\$1000 upon that candidate's successful completion of the Police

Academy and an additional \$1000 upon that candidate's successful completion of field training). To qualify, the referring officer must verify that he/she has made at least three contacts with the applicant prior to the start date of the Academy. Officers assigned to recruitment on a full or part-time basis will not be eligible for the referral bonus. For purposes of this provision, a "new applicant" is an individual who has not previously applied to be a Cadet or a Police Officer in San Francisco. This provision shall sunset on June 30, 2013 and no new referrals thereafter shall qualify for the bonus.

151. 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.

RULING: The Panel accepts the City's final offer on Referral Bonus.



David Weinberg, Neutral Chairperson, Concur
May 4, 2018



Carol Isen, City Panelist-concur/dissent



Gary Delagnes, Association Panelist-concur/dissent

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ISSUE #6: SALARY STEPS

1. City Last Offer

Article III, Section 1.A. General Wage Increases

XA. Effective July 1, 2018, for Police Officer (Q-2, Q-3, Q-4) employees hired on or after July 1, 2018, there shall be a new step structure as delineated below (illustration based on Q-2):

Employees hired before 7/1/18

Employees hired on or after 7/1/18

Step

Salary

Diff.

Step

Salary

Diff.

<u>7</u>	<u>\$117,858</u>	<u>5.17%</u>	<u>8</u>	<u>\$117,858</u>	<u>5.17%</u>
<u>6</u>	<u>\$112,060</u>	<u>4.87%</u>	<u>7</u>	<u>\$112,060</u>	<u>4.87%</u>
<u>5</u>	<u>\$106,860</u>	<u>5.01%</u>	<u>6</u>	<u>\$106,860</u>	<u>5.01%</u>
<u>4</u>	<u>\$101,764</u>	<u>9.03%</u>	<u>5</u>	<u>\$101,764</u>	<u>4.32%</u>
<u>=</u>	<u>=</u>	<u>=</u>	<u>4</u>	<u>\$97,552</u>	<u>4.51%</u>
<u>3</u>	<u>\$93,340</u>	<u>3.80%</u>	<u>3</u>	<u>\$93,340</u>	<u>3.80%</u>
<u>2</u>	<u>\$89,920</u>	<u>6.19%</u>	<u>2</u>	<u>\$89,920</u>	<u>6.19%</u>


2. Association Last Offer

Status quo—i.e., Reject City proposal for new intermediate salary step between steps three and four.


RULING: The Panel accepts the Association's final offer on Salary Steps.



David Weinberg, Neutral Chairperson, Concur
May 4, 2018



Carol Isen, City Panelist-concur/dissent



Gary Delagnes, Association Panelist-concur/dissent

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ISSUE #7- COMPENSATORY TIME

1. City Last Offer

Article III – Pay, Hours and Benefits, Sec. 2.B. Compensatory Time-Off

B. Compensatory Time-Off

210. 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:

211. ~~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.~~

212. ~~b. Effective June 30, 2010, c~~ b. Employees may not accumulate a balance of compensatory time in excess of ~~300~~ two hundred (200) hours. Any employee who has a compensatory time balance in excess of ~~300~~ two hundred (200) hours on June 30, 2010 2018, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below ~~300~~ forty (40) two hundred (200) hours.

213. ~~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.~~

214. ~~d. Effective July 1, 2008, a~~ d. An employee that who 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~~ forty (40) hours accrual.

215. ~~e. The City has the right to pay off accrued compensatory time off above 480~~ e. The City has the right to pay off accrued compensatory time off above ~~480~~ three hundred (300) hours at its discretion, so long as such a pay off is uniform, by percentage, as to all employees within their respective ~~one of the four bureaus, (i.e., FOB, Admin., Investigations, Airport).~~

216. 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.~~

2. Association Last Offer

Status quo.

RULING: The Panel accepts the Association's final offer on Compensatory Time-Off.



David Weinberg, Neutral Chairperson, Concur
May 4, 2018



Carol Isen, City Panelist-concur/dissent



Gary Delagnes, Association Panelist-concur/dissent

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PART II: NON-ECONOMIC ISSUES

There are two essentially non-economic proposals that remain to be decided by the Panel. The first issue is a reduction in the release time for the POA President. The City, which is requesting a reduction in the number of hours of release-time has not shown a compelling need for such a change at this time. It is the Chairperson's view that in interest arbitration the party seeking a change in the status quo bears the burden to support the need for change, which has not been met. Adopting such a proposal would not be in the best interests of stable labor management relations, especially in a time of great challenges facing the police department and its relationship to the rank and file and the public.

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Issue 8: Release Time for POA President

1. City Last Offer

Article I – Representation, Sec. 6. Release Time for POA Representatives

31. An employee may designate another employee below the rank of Commander to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings 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.

32. 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.

33. The City agrees to provide the POA President with eighty (80) hours of release time each pay period. ~~Sixty (60)~~ Thirty-two (32) of these release time hours each pay period will be on City time. The POA will reimburse the Department for the remaining ~~twenty (20)~~ forty-eight (48) hours each pay period.

34. 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.

35. 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.

36. During the ~~sixty (60)~~ thirty-two (32) hours each pay period of City-paid release time, the POA President shall engage only in the following activities:

37. 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

38. 2. investigating or processing grievances or appeals.

39. 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)~~ thirty-two (32) hours of City-paid release time only for authorized purposes. The POA President shall provide this certification at the conclusion of each pay period.

40. The POA agrees to reimburse the City for the balance of the release time, which is ~~twenty (20)~~ forty-eight (48) 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.

41. 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.

42. 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.

43. The parties acknowledge that qualified POA officials utilizing unpaid union leave may be entitled to receive service credit consistent with Charter Section A8.519.

2. Association Last Offer

Status quo.

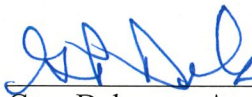
RULING: The Panel accepts the Association's final offer on Release Time for POA President.



David Weinberg, Neutral Chairperson, Concur
May 4, 2018



Carol Isen, City Panelist-concur/dissent



Gary Delagnes, Association Panelist-concur/dissent

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Issue 9: NEGOTIATION RESPONSIBILITY (DOJ REPORT)

The final issue to be decided by the Panel is City Proposal #22, Negotiation Responsibility. This proposal represents a very well-meaning attempt by the City to help promote the implementation of the DOJ report. In addition, there was impassioned and persuasive testimony presented by the public, which the Panel took under consideration. The Chairperson and all the Panel members agreed that the DOJ reforms should go forward and be implemented. However, for the following reasons the Chairperson and the Panel as a whole cannot adopt the City's proposal. The first issue is that the Chairperson believes that an interest arbitrator should not impose changes that involve a party giving up legal rights. This type of fundamental change should only be made by the parties themselves, and not imposed by a third party. In addition, it is the Chairperson's opinion that such a decision by an interest arbitration panel may very well be illegal, as this is a permissive subject of bargaining. I encourage the parties to continue to discuss ways to mutually expedite the adoption of the DOJ proposals.

1. City Last Offer

Article II – Representation, Sec. 4. Negotiation Responsibility

8. 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.
9. 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.
10. 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.
11. 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.
12. 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. In addition to the other exceptions set out in the Charter, 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.

13. E. If the proposed change involves recommendations in the Department of Justice report ("Report") that fall within the scope of representation, the Association shall respond to notice of the proposed change within fourteen (14) calendar days, rather than the thirty (30) day period in Section B above. If the Association requests to meet, and no agreement is reached through meet and confer, then subsection D above does not apply, and the Association agrees to waive its right to factfinding or any other impasse procedure including those under the Meyers-Milius-Brown Act, the City Charter, and this Agreement. The Department shall identify if the proposed change is to meet a Report recommendation within the scope of bargaining.

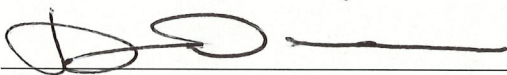
14. F. Except as provided in subsection C. hereof, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration of this Memorandum.

15. FG. 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.

2. Association Last Offer

Reject—i.e., status quo (no infringement of POA statutory and Charter right to bargain)

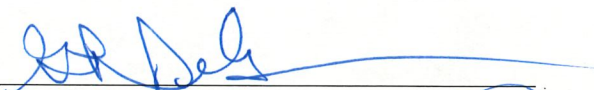
RULING: The Panel accepts the Association's final offer on Negotiation Responsibility.



David Weinberg, Neutral Chairperson, Concur
May 4, 2018



Carol Isen, City Panelist-concur/dissent



Gary Delagnes, Association Panelist-concur/dissent

Concurring Opinion by Panelist Delagnes:

I agree with the Chairperson that adoption of the City's proposal on Negotiation Responsibility would be illegal. It would violate of the collective bargaining rights of the many fine men and women who spend their careers keeping San Franciscans safe.

This was not a serious labor proposal—it was political farce.

Let's start with the claim that the POA is blocking the DOJ Recommendations. It is a red herring. In testimony under penalty of perjury before this tribunal, Chief Bill Scott confirmed as much:

Q: Is there any part that you believe, as chief, any part of the delay in this implementation process has been caused by the POA trying to block it or some other way inhibit the department's ability to put this stuff into effect?

Bill Scott: No, I wouldn't say that.

I mean, I think the -- the processes, as they are, some of them take time, period. Some things can be expedited, others, you know, we may not be able to expedite, but some things take time.

I mean, other --

Q. Yeah.

Bill Scott: -- the policy discussions, the meet-and-confer process. I mean, those things take time. But that is the right of the unions to do that. So I'm not saying that we -- we circumvent. I'm just saying whatever we can do to expedite the process would be extremely helpful.

Q. But as you sit here today, you're not aware of a single instance when the POA has blocked implementation of any of these reforms; is that correct?

Bill Scott: Blocked implementation? No, I can't say that.

The Chief, who, like many on the City side, advanced to the higher reaches of his profession with the support of a strong labor union, recognized that the POA has an important role to play in scrutinizing what SFPD ultimately proposes. After all, when the clamoring crowds move on to their next cause célèbre, our members' lives will still be governed by changes to their working conditions emanating from these recommendations.

Chief Scott explained that since the DOJ issued 272 recommendations in September 2016, SFPD has responded to 81 of them, approximately 30%, Consistent with the

quoted testimony above, the Chief also explained that this figure does not result from delay by the POA or anyone else, but from the sheer scale and complexity of the recommendations.

Let it not be forgotten that the same DOJ report recognized the collaboration of the POA in its research.

What gets lost in this debate is that most of the DOJ recommendation are single sentence. That leaves much to the discretion of the employer. As such, it would be in dereliction of our obligation to our members for the POA to simply waive any bargaining rights.

The City claims that if the POA accepted City proposal #22 it would maintain a “meaningful voice” in the implementation process. Nonsense. Without the backstop of impasse resolution procedures, the City would have no incentive to bargain meaningfully and every incentive to rush to impasse and impose. Just look at how this round of collective bargaining has been conducted.

As this proposal itself exemplifies, lack of meaningful union input leads as often to proposals motivated not by the best long-term interest of SFPD but by short-term political interests. (See, e.g., testimony regarding former Police Commission President Suzy Loftus blowing up an agreement between the City and the POA regarding the Use of Force Policy.)

In the survey conducted in 2016 by the Chamber of Commerce, 78% of San Franciscans supported San Francisco police officers. That is not everyone and the POA recognizes and respects the opinions of the well-intentioned citizens who appeared at the hearing to voice their concerns and their support for the City proposal. Equally, the POA hopes they are open-minded enough about these issues to consider Chief Scott’s testimony as quoted above.

Alas, well-intentioned is not an adjective that can be applied to the actions of Supervisors Fewer, Cohen, Ronen, and Yee along with other supporters of the Resolution supporting the City’s proposal which was recently debated by the Board of Supervisors. The resolution and the actions of those who supported it were based a singular lie, now debunked.

San Francisco has been recognized for decades as a strong labor town. The actions of these supervisors are a disservice to that proud history. San Francisco deserves better than this proposal.

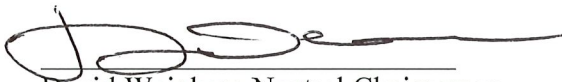
Dissenting Opinion by Panelist Isen:

I dissent from the majority ruling rejecting City Proposal #22.

Speedy implementation of the Department of Justice's ("DOJ") recommendations is an essential objective of the City. Contrary to the Police Officers' Association's claim, the City is not seeking to eviscerate the Association's fundamental right to bargain over the terms and conditions of employment of its members. No one is asking the Association for a wholesale abandonment of its rights. Unions can and sometimes do waive the right to bargain, or waive dispute resolution procedures, in their collective bargaining agreements. The City's proposal is limited in scope, applying only to matters in the DOJ report that impact the employment conditions of Association members. In these limited circumstances, it provides for an expedited meet and confer process without the delay caused by impasse resolution procedures. I believe the City's proposal strikes a reasonable balance between the City's desire for swift implementation of reform measures recommended by the DOJ and the Association's right to have a meaningful say over any impacts on its members' terms and conditions of employment with the San Francisco Police Department.

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This Arbitration Board Award represents the final decision on all remaining issues that remained at impasse. During this process many items were agreed upon in mediation and during the negotiation process. The Panel understands that all the previously agreed upon items are considered resolved and are part of this Arbitration Panel Decision.



David Weinberg Neutral Chairperson
May 4, 2018



Carol Isen, City Panelist



Gary Delagnes, Association Panelist

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: A Reasonable Request - Reject the POA Contract
Date: Wednesday, November 18, 2020 9:16:22 AM

From: Jordan Beaston <jbeaston1993@gmail.com>

Sent: Wednesday, November 18, 2020 8:37 AM

To: Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Cisneros, Jose (TTX) <jose.cisneros@sfgov.org>; MandelmanStaff, [BOS] <mandelmanstaff@sfgov.org>; Marstaff (BOS) <marstaff@sfgov.org>; PrestonStaff (BOS) <prestonstaff@sfgov.org>; RonenStaff (BOS) <ronenstaff@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Waltonstaff (BOS) <waltonstaff@sfgov.org>

Subject: A Reasonable Request - Reject the POA Contract

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

Good morning City Officials,

My name is Jordan and I am a resident of San Francisco and also a city employee. My message for you today is short and sweet: REJECT THE CONTRACT WITH THE POA.

As a city employee, I think it is absolutely ridiculous that the SFPD is seeking additional raises while workers like myself are at risk of being laid off. Their department is already grossly overfunded and that money could be used to fund SFMTA, SFUSD, SFHSS, and other necessary services that do not kill people in the streets like they did last night.

Also, the contract has a parity clause that ties other city workers to the SFPD, which would cause raises to other unions to be reflected in a raise for the police? In what world does that make sense? Pay essential workers the wage they deserve, and stop dumping money into the bottomless greedy cesspool that is the SFPD.

The people of San Francisco have been calling for police reform and defunding and THIS is the answer we get? Make the right decision and reject this BS contract.

To quote one of your own, "Fuck the POA".

Thanks,
Jordan

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [BOS Legislation, \(BOS\)](#)
Subject: FW: URGENT Regarding Police Sworn Personnel Collective Bargaining Transparency Ordinance and POA contract vote today
Date: Tuesday, November 17, 2020 1:43:26 PM

From: Jason Kruta <jpkruta@gmail.com>
Sent: Tuesday, November 17, 2020 1:42 PM
To: FewerStaff (BOS) <fewerstaff@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: URGENT Regarding Police Sworn Personnel Collective Bargaining Transparency Ordinance and POA contract vote today

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

Dear Supervisor Fewer,

Thank you for your work introducing the Police Sworn Personnel Collective Bargaining Transparency Ordinance today. I strongly believe that no contracts or other MOUs should be approved until this ordinance has been approved and implemented - please vote no on the POA contract later today.

Sincerely,
Jason Kruta
District 1 Resident

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Union Contract
Date: Tuesday, November 17, 2020 2:13:46 PM

From: Omar Masry <omar.masry@gmail.com>

Sent: Tuesday, November 17, 2020 1:58 PM

To: Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Preston, Dean (BOS) <dean.preston@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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; emergency@protectsfworkers.com

Subject: Union Contract

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

Hi Supervisors and Mayor Breed,

My name is Omar Masry. I normally work in Short-Term Rental Regulation (City Planning), but I have served, since March 2020 in SIP Hotels, SROs, and the Emergency Operations Center on COVID response.

I am also a member of Local 21 and I ask that you support city workers and reject the Police Officers Association contract today. I want a fair deal that supports City workers (especially those making less than 50K) and doesn't handcuff others to the POA agenda.

Sincerely,
Omar Masry, AICP

--

Omar Masry | 805.300.7219 | omar.masry@gmail.com

<https://missionlocal.org/2020/11/will-san-francisco-have-the-guts-to-limit-police-union-power-well-soon-find-out/>

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: REJECT the P.O.A contract TODAY!
Date: Tuesday, November 17, 2020 2:10:26 PM

From: Ileina Afuha'amango <ivafuhaamango@gmail.com>
Sent: Tuesday, November 17, 2020 1:54 PM
To: Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Preston, Dean (BOS) <dean.preston@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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>
Subject: REJECT the P.O.A contract TODAY!

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

Hello Board of Supervisors,

My name is Ileina Afuha'amango and I am a resident of San Francisco, born and raised. As a Pacific Islander understanding the impact of Police on Black and Brown bodies, I demand that you support city workers and **reject** the Police Officers Association contract today.

This contract is BIASED and BINDING. It goes contrary to what we purport to say about Black Lives Matter and those most marginalized by our current system. A few glaring callouts in the POA contract:

- Gives police officers (who make \$190k in total salary+benefits) two additional years of raises (while other city workers are being laid off or at risk of layoff)
- Inserts a parity clause, which handcuffs essential city workers to police officers. If city worker unions get raises, then the police get gifted the exact same raises. **This makes it much harder for our unions to negotiate for raises in the future.**
- Prevents much needed **reforms to the Police Officers Association through 2023.**

We believe in the power your position holds at this very moment in time and we need to hold Police/POA accountable to their crimes before negotiating any pay raises.

Please do the right thing and hold the Mayor and the POA accountable to the necessary changes.

Change starts with US/YOU!

Sincerely,
Ileina Afuha'amango

From: [Board of Supervisors. \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am a city worker. Please reject the POA contract today.
Date: Tuesday, November 17, 2020 2:10:05 PM

From: c toomey <christiana.toomey@gmail.com>
Sent: Tuesday, November 17, 2020 1:56 PM
To: Mar, Gordon (BOS) <gordon.mar@sfgov.org>
Cc: BOS-Legislative Aides <bos-legislative_aides@sfgov.org>
Subject: I am a city worker. Please reject the POA contract today.

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

Hi Supervisor Mar,

My name is Chris Toomey and I'm a member of IFPTE Local 21. I live in your district (D4 -- Outer Sunset).

I'm a senior epidemiologist at CCSF and an essential city worker. I am asking that you support city workers like me today, and vote to reject the Police Officers Association contract.

Sincerely,
Chris Toomey
VP, IFPTE L21 Healthcare Professionals Chapter

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 2:02:43 PM

From: Llamas, Daniel (ADM) <daniel.llamas@sfgov.org>

Sent: Tuesday, November 17, 2020 2:01 PM

To: Breed, Mayor London (MYR) <mayorlondonbreed@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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>

Subject: I am an essential city worker and I demand you reject the POA contract

Hi Supervisors,

My name is Daniel LLamas and I'm a member of Local 1414 . I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,

Daniel LLamas

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am a city an essential worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 12:11:01 PM

From: Brian Reyes <brian5368@gmail.com>
Sent: Tuesday, November 17, 2020 12:08 PM
To: 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>
Subject: I am a city an essential worker and I demand you reject the POA contract

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Hi Supervisors,

My name is Brian Reyes. I'm a member of **IFPTE Local 21**, resident of District 4, and essential city worker. If we are to balance equity and fulfill our City's promise as allies in the pursuit of racial and social justice, I demand that you support city the majority workers and reject the Police Officers Association contract today.

Thank you for your time and consideration,

Brian Reyes

brian5368@gmail.com

415-730-8153

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Listen to the community - vote to reject the racist POA contract extension!
Date: Tuesday, November 17, 2020 1:06:17 PM
Attachments: [POA pledge signatories.pdf](#)

From: Defund SFPD <defundsfpdnow@gmail.com>

Sent: Tuesday, November 17, 2020 1:00 PM

To: 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>

Cc: BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>

Subject: Listen to the community - vote to reject the racist POA contract extension!

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

Dear Supervisors,

As you head into the vote on the racist POA contract extension today, we want to remind you that this contract hurts everyone, especially marginalized Black and brown people. It also hurts City workers by tying their future raises to the fate of the SFPD. **Delegates of the San Francisco Labor Council have demonstrated solidarity in calling for this contract extension to be rejected—here you can see LCLAA (Labor Council for Latin American Advancement, San Francisco chapter) in community at our demonstration calling for the rejection of the POA contract.**



We're also attaching a PDF containing a list of signatories of [our pledge to fight the POA contract extension](#).

Supervisors, in the lead up to this vote, every single one of you has made a public statement affirming your commitment to Black Lives Matter. Many of you have made public statements expressing deep concerns with the renegotiated contract. We hope we can count on your actions to match your rhetoric, and for you to vote down the POA contract extension. As you can see, the workers and the public are behind you.

Pledge to oppose SFPOA contract extension renegotiation

Background

This summer, thousands of San Franciscans hit the streets to demand we transform our approach to public safety and end police violence. However, the renegotiated San Francisco Police Officers Association contract extension was developed behind closed doors with no community input and stands in direct opposition to the will of the people.

This renegotiated contract extension

- Makes ZERO policy concessions. This contract extension locks in status quo policing policies, including disastrous policies on transparency and police accountability through 2023.
- Gives police officers two additional years of raises resulting in a MORE expensive contract when the City is already struggling financially.
- Establishes a parity clause, which requires police officers to receive any raises given to teachers, nurses, and other essential city workers.
- Moves contract negotiations to an election year, giving the SFPOA more leverage and political power over our City again.

The Board of Supervisors is voting to approve or reject this contract as soon as November 17th. To approve this contract is to reject the will of the people and calls for justice.

We are revitalizing the No Justice, No Deal Coalition to demand that the Supervisors listen to our communities and reject this POA contract extension.

The pledge

I pledge to fight for the rejection of the renegotiated San Francisco Police Officers Association contract extension and to ensure that all future negotiations occur in public and incorporate feedback from the community directly—not through committees or task forces.

Signatories

Organizations

San Francisco Bay View National Black Newspaper
Codepink
San Francisco Youth Commission
Idriss Stelley Foundation
Every 28 Foundation
Labor Council for Latin American Advancement, San Francisco Chapter
Sonoma County Community Care
Bay Area Chapter of the Committee in Solidarity with the People of El Salvador
Brown Beret National Organization (BBNO) La Causa
Showing Up for Racial Justice (SURJ)
CCSF Collective
Rad Mission Neighbors

Individuals

Mama Cristina, Frisco Five
John Hamasaki, San Francisco Police Commissioner
Kaylah Williams, President of Harvey Milk Democratic Club
Brandon Harami, President of San Francisco Berniecrats
Jackie Barshak, member Codepink, jackiebarshak@gmail.com
F X Martín del Campo, LCLAA San Francisco Chapter President
Jesse Hurtado, General of the Brown Beret National Organization (BBNO) La Causa
Jessica G. Aguallo-Hurtado, Colonel and Officer of Communications of the Brown Beret National Organization (BBNO) La Causa
Alexander Post, Senior Deputy State Public Defender, post_alex@hotmail.com
Judy Black, jwbblooms@gmail.com
Vincent Huang, vincom2@gmail.com
Emily Messer, emilys.messer@gmail.com
Pat Willard, Member of Redwood City for Racial Equity, pat.willard@thelarchgroup.com
Julia Green, juliargreen@att.net
Matthew Klosak, msklosak@gmail.com
Edward Stiel, eddiestiel@yahoo.com
Adrienne Fong, afong@jps.net
Mady Martin, Tenderloin Resident, madygmartin@gmail.com
Jennifer Feng, jenniferfeng97@gmail.com
Roman Rimer, Roman.rimer@gmail.com
Katherine Schaff, kathi.schaff@gmail.com
Penny Fellbrich, magicpennyx@gmail.com

Katherine Riley, kriley81@gmail.com
Karina Bucciarelli, karinabucc@gmail.com
David Ho, itsdho@gmail.com
Claire Alwyne, claire.alwyne@gmail.com
Melissa Hernandez, mghpublic117@gmail.com
Erica Zweig, member D4ward, ezweig07@att.net
Diana Block, diana@womenprisoners.org
Greg Dyer
Gregory Meronek, toshio.meronek@gmail.com
Julius Oatts, jtoatts@gmail.com
Mimi Klausner, kimklausner@comcast.net
Antara Rao, UCSF PhD Candidate, antararao1@gmail.com
Lawrence Drinkard, lawrencedrinkard@gmail.com
Caroline Cochran, carolinefcochran@gmail.com
Iris Biblowitz, irisbiblowitz@hotmail.com
Alex Markovits, alexmarkovits1@gmail.com
Erica Selden, casey_selden@yahoo.com
paul breed
Carina C. Zona, cczona@gmail.com
Sarah Chapman, schapman3@mail.sfsu.edu
Christopher Paolo Rodriguez, cpr1321@gmail.com
Casey Rawlings, carawlings@s.sfusd.edu
carlos reyes, weregoingunion1@yahoo.com
Harry S. Pariser, friskoan@gmail.com
Joshua Buckler, joshua.buckler@gmail.com
John Goldsmith, CVO Lavender Lane, Jgjohngoldsmith@gmail.com
Brian, briburrell@gmail.com
Denise, san4evr@yahoo.com
Audrey Yang, animated@gmail.com
Julia Sills, julia.sills37@gmail.com
Dylan Yep, Member of SEIU 1021
Tilde Thuriem, tilde@thuryism.net
Zachary Thomas, zmthomas17@gmail.com
Deborah Cohan, MD, deborahcohan1@gmail.com
Jeremy Miller, djasik87.9@gmail.com
Chance Kinney, ckinney923@gmail.com
Kristine Rose, sunflowermom15@yahoo.com
John Crew, johnmikecrew@gmail.com
Michael Lyon, mlyon01@comcast.net
Larry Ackerman, UCSF contractor, larry@SaintRubidium.com
Ian Ward Comfort, member of Rad Mission Neighbors, ian.comfort@gmail.com
Zed Millette, zedzoz395@gmail.com
Gaelan Spor, gaelanmckeown@gmail.com
Karen Lopez-Acero, karen.j.lopez-acero@sfdph.org

Mark Ostapiak, markostapiak2015@gmail.com
Rachael Lacey, yarrlace109@gmail.com
Leonard Tremmel, slapshoe@sbcglobal.net
F. Thomson, flxthomson@gmail.com
Asmara Gebre, asmara.gebre@gmail.com
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Vanessa peterson, vanessa.peterson@outlook.com
Gabriel Goffman, gfgoffman@gmail.com
zach riley, zachkriley@gmail.com
marc salomon, marcsalomon@gmail.com
Joey Shemuel, joseph.shemuel@ucsf.edu
Drew, kodelja@icloud.com
Marissa Gutierrez, marissag296@gmail.com
Deborah Gallegos, deborah.gallegos@gmail.com
Meagan Liwag
Binny Mala, pinksquareperson@gmail.com
Justin Teisl, justinteisl@gmail.com
Magick Altman, magick@sonic.net
Sarah McKinney, sarahemckinney@gmail.com
Carolyn Finney, cfinney11@gmail.com
Evan Hill, evankhill@gmail.com
Naajia Rodgers, naajiarodgers01@gmail.com
Nick Spencer, nickspencer757@gmail.com
Rosemary Prem, rmprem@gmail.com
Jessica Borja, edgyatbest@gmail.com
Holly Cost, costholly@gmail.com
Camille Martinez, camilletakesaction@gmail.com
Monique Flambures, Moniqueflambures@gmail.com
Carlee Gomes, cgomes228@gmail.com
Jose Humberto Espinosa, jhespinosa@gmail.com
Jim Dorenkott, jimdorenkott2@yahoo.com
Jessica Ma, jessica.y.ma@ucsf.edu
Sarah Foxall, sfoxall@gmail.com
Lindsay Ehrhart, lkehrhart@gmail.com
Namita Murthy, namita.murthy@utah.edu
Allie Curry, curry.allie.m@gmail.com
Emily Hernandez, rigohwhdz@gmail.com
John Nguyen, nguyen.jhuy@gmail.com
Zacari Pacaldo, zacarimusic@gmail.com
Mary Delgado Garcia, delgadogarciamary@gmail.com
Delia Ridge Creamer, dridgecreamers@gmail.com
Lauren Church, laurenhalasey@gmail.com
Paige Ríos
Lucas Kampman, lucashkampmann@gmail.com

Sascha Cory, saschacory@gmail.com
Nemo Rodriguez, nemorodriguezfoto@gmail.com
Sophie Landau, sophiel42@gmail.com
Chelsea Garcia, chelsea_garcia@me.com
Maya Lennon, mayalennon3@gmail.com
Manuel Mendoza, manuelesaumendoza@gmail.com
William Calloway, willcalloway@gmail.com
Edith B Castorena, lalo2edb@aol.com
Koleah bayen, watermelonjoos23@gmail.com
marc salomon, marcsalomon@gmail.com
Anjelica Gaufo, jeligaufo@gmail.com
Aaliyah Sowards, aaliyahsowards@gmail.com
Christian Misenas, misenaschristian@yahoo.com
Suzana Sawyer, suzanasawyer@gmail.com
Nat, nemisakova@gmail.com
Ruthie Sakheim, OccupySF, ruthiesakheim@gmail.com
Griffin Cloud Levine, gcloudlevine@gmail.com
Mallory McCarron, mallory.mccarron@gmail.com
Robert Poston, robertposton1@gmail.com
Abhy Vytheeswaran
Milena Kaestner, milena.kaestner@gmail.com
Claudia McKenzie, sendmailtoclaudia@gmail.com
Tristen Schmidt, tristen.schmidt2@gmail.com
Annabelle Pinnecoose, blueyeti_belles@outlook.com
Jackie Barshak, jackiebarshak@gmail.com
Victoria Ruiz, victoriamruiz@gmail.com
Sandra Dratler, sandradratler@gmail.com
Nick DeRenzi, nickderenzi@me.com
cecile leneman, cecilep@sonic.net
Mr. Bob Gorringer, bob71947@aol.com
Mahin H .Charles, ferdousi68.mh@gmail.com
Susan Witka, witkasf@gmail.com
Genevieve Caamal, caamalgenevieve1@gmail.com
Barbara Briggs-Letson, briggsletson@gmail.com
Annemarie A. Donjacour, donjaco@sbcglobal.net
Elisa Baier, elisa@smallspotgardens.com
Joyce Yutan, joycedesigns@gmail.com
Julia Cheng, missjujucheng@gmail.com
Jeffrey Shurtleff, jgshurt69@aol.com
Zoe Temple Lang, zoetemplelang@icloud.com
Norman Archer, norman.archer@ucsf.edu
Zoe Kelman, zoe.kelman@gmail.com

From: [Mchugh, Eileen \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 12:37:06 PM

From: Wayne Sampson TV <ernest.w.sampson@gmail.com>
Sent: Tuesday, November 17, 2020 12:34 PM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: I am an essential city worker and I demand you reject the POA contract

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Hi Supervisors and Mayor,

My name is Wayne Sampson . I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today. How many times do we have to demand you get out of bed with the POA? Do what is right!!!

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: REJECT the P.O.A contract TODAY!!!
Date: Tuesday, November 17, 2020 12:07:09 PM

From: Ovava Eterei <ovava.eteri@gmail.com>
Sent: Tuesday, November 17, 2020 12:02 PM
Subject: REJECT the P.O.A contract TODAY!!!

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

Hi Board of Supervisors,

My name is Ovava Afuhaamango and I'm a resident of San Francisco, born and raised. As a Pacific Islander understanding the impact of Police on Black and Brown bodies, I demand that you support city workers and **reject** the Police Officers Association contract today.

This contract is BIASED and BINDING. It goes contrary to what we purport to say about Black Lives Matter and those most marginalized by our current system. A few glaring callouts in the POA contract:

- Gives police officers (who make \$190k in total salary+benefits) two additional years of raises (while other city workers are being laid off or at risk of layoff)
- Inserts a parity clause, which handcuffs essential city workers to police officers. If city worker unions get raises, then the police get gifted the exact same raises. **This makes it much harder for our unions to negotiate for raises in the future.**
- Prevents much needed **reforms to the Police Officers Association through 2023.**

We believe in the power your position holds at this very moment in time and we need to hold Police/POA accountable to their crimes before negotiating any pay raises.

Please do the right thing and hold the Mayor and the POA accountable to the necessary changes.

Change starts with YOU!

Sincerely,

Ovava E. Afuhaamango

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 12:06:02 PM

From: Toshio Meronek <toshio.meronek@gmail.com>
Sent: Tuesday, November 17, 2020 12:01 PM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: I am an essential city worker and I demand you reject the POA contract

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Hi Supervisors,

My name is Gregory Meronek and I'm a member of SEIU 2015. I'm an essential city worker and I demand that you support city workers and **reject the Police Officers Association contract today.**

Sincerely,
Gregory Meronek
Live in District 6, Work in District 9

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Reject the POA contract
Date: Tuesday, November 17, 2020 11:47:53 AM

From: Cameron Cole <ccole7856@gmail.com>
Sent: Tuesday, November 17, 2020 11:47 AM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>
Subject: Reject the POA contract

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

Hello Supervisors,

In solidarity with essential workers, I demand that you support city workers and reject the Police Officers Association contract today.

Thank you,

Cameron Cole
1039 Portola Dr, San Francisco, CA 94127

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [BOS Legislation, \(BOS\)](#)
Subject: FW: URGENT Regarding Police Sworn Personnel Collective Bargaining Transparency Ordinance and POA contract vote today
Date: Tuesday, November 17, 2020 1:43:26 PM

From: Jason Kruta <jpkruta@gmail.com>
Sent: Tuesday, November 17, 2020 1:42 PM
To: FewerStaff (BOS) <fewerstaff@sfgov.org>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: URGENT Regarding Police Sworn Personnel Collective Bargaining Transparency Ordinance and POA contract vote today

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

Dear Supervisor Fewer,

Thank you for your work introducing the Police Sworn Personnel Collective Bargaining Transparency Ordinance today. I strongly believe that no contracts or other MOUs should be approved until this ordinance has been approved and implemented - please vote no on the POA contract later today.

Sincerely,
Jason Kruta
District 1 Resident

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Reject the POA Contract
Date: Tuesday, November 17, 2020 10:40:03 AM

-----Original Message-----

From: DEETJE BOLER <deetje@aol.com>
Sent: Tuesday, November 17, 2020 9:03 AM
To: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Subject: Reject the POA Contract

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

As a retired member of OPEIU I support essential union members in opposing acceptance Of this terrible contract with the Police Officers Association.

Enough is enough! Time for change! The writing's on the wall(s)!

Deetje Boler
OPEIU, Local 3

From: [Board of Supervisors. \(BOS\)](#)
To: [Carroll, John \(BOS\)](#)
Subject: FW: Vote NO on the New Police Contract
Date: Tuesday, November 17, 2020 9:44:54 AM

-----Original Message-----

From: Bruce Hartford <bruceh@crmvvet.org>
Sent: Tuesday, November 17, 2020 8:46 AM
To: Ronen, Hillary <hillary.ronen@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: Vote NO on the New Police Contract

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

My name is Bruce Hartford. I live in the 94110 zipcode and I am one of your constituents.

I strongly urge you to vote against the new contract with the Police Officers Association. It is an outrageous money grab for them to link the already-high police pay scale to future possible increases for much lower-paid municipal workers. San Francisco voters just passed Proposition E by an overwhelming margin because we want more of our tax dollars directed towards essential social services and less towards police. We want meaningful police reform, and we want it now.

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 9:42:48 AM

From: Martinez, Pascual (ADM) <pascual.martinez@sfgov.org>

Sent: Tuesday, November 17, 2020 9:21 AM

To: Breed, London (MYR) <london.breed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>

Subject: I am an essential city worker and I demand you reject the POA contract

Hi Supervisors,

My name is Pascual Martinez and I'm a member of SIEU 1021 (MISC). I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,

Pascual Martinez
Fleet Management - Central Shops
City and County of San Francisco
450 Toland st, San Francisco, CA 94124
628-652-5681
pascual.martinez@sfgov.org



From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 9:42:30 AM

From: Julia Cutts <juliacutts@gmail.com>

Sent: Tuesday, November 17, 2020 9:19 AM

To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com

Subject: I am an essential city worker and I demand you reject the POA contract

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

Hi Supervisors,

My name is Julia Cutts and I'm a member of SEIU. I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,
Julia Cutts
Social Work Specialist
Human Service Agency

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 9:07:31 AM

From: John Angel <john.angel@sfcmm.edu>
Sent: Tuesday, November 17, 2020 9:03 AM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: I am an essential city worker and I demand you reject the POA contract

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Hi Supervisors,

My name is John Angel and I'm a member of ILWU. I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,
John Angel

--

Sincerely,

John Angel



THE BAR ASSOCIATION OF SAN FRANCISCO

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Yolanda M. Jackson

November 16, 2020

San Francisco Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Pl.
San Francisco, CA 94102

Dear Supervisors:

Supervisor Hillary Ronen's proposed legislation, "Police Sworn Personnel Collective Bargaining Transparency Ordinance" is a timely and essential piece of legislation that intends to bring much-needed transparency and accountability to the City's collective bargaining practices with the San Francisco Police Officers' Association (SFPOA). Although the U.S. Department of Justice formally urged the City to review and reform the "meet and confer" process in 2016, in Recommendation 3.2, the City still has not made meaningful changes.

In brief summary, the proposed ordinance:

- Requires collective bargaining sessions with SFPOA to be noticed in advance and open to the public; and
- Requires the City to promptly publicly post all collective bargaining notices and correspondence between the parties.

The ordinance begins: "The public's *right to know how its government functions* includes the right to be informed of collective bargaining meetings with San Francisco police officers, and the process by which collective bargaining agreements are negotiated and awarded to the San Francisco Police Department's sworn personnel."

It is beyond dispute that an essential function in a democracy is to allow the public to be informed. Unfortunately, that has not been the City's practice with the SFPOA. The most recent collective bargaining sessions between the Department of Human Resources



(DHR) and SFPOA resulted in a revised Memorandum of Understanding (MOU) which handed officers a deferred wage increase in the coming years, in exchange for no reform concessions—despite overwhelming public demands for police reform. The decades-long practice of private, closed-door negotiations over any change to San Francisco Police Department (SFPD) policy has also enabled SFPOA to delay and exercise undue influence over reforms on matters such as use of force, bias, and body worn cameras. We are very concerned that the Police Commission’s important new community policing policy will be delayed and undermined next, as it was just recently referred to meet-and-confer meetings with SFPOA.

Nothing under California’s Meyers-Milias-Brown Act (Govt. Code §3500, *et seq.* - MMBA) or DHR’s regulations under the MMBA, San Francisco Charter §A8.590-1, *et seq.*, preclude the ordinance’s mandate for public access to collective bargaining sessions with SFPOA. Nor does SFPOA’s MOU require secrecy. To our knowledge, the City has never expressly agreed to confidential collective bargaining, and the SFPOA routinely makes statements to the press whenever it feels it advantageous to do so. Importantly, no California court has come close to endorsing the view that collective bargaining with police employee representatives must be conducted in secret. To the contrary, judicial opinions for decades have consistently emphasized the ways in which “matter[s] of police-community relations” and upholding public trust in law enforcement are within the City’s core Constitutional duties and squarely within its management prerogative.

In San Francisco, the Bar Association and other criminal justice stakeholders have witnessed firsthand how the City’s handling of collective bargaining behind closed doors has deeply undermined public trust in the long-delayed reform process, directly interfered with urgent reforms to SFPD policies, and undermined the Board of Supervisors, the Police Commission, and the Chief’s management and modernization of SFPD.



THE BAR ASSOCIATION OF
SAN FRANCISCO

As state law recognizes in a myriad of ways, police officers are very different from other public employees. They are authorized to use deadly force, make arrests, conduct searches and seizures, and jail members of the public. They are also among the highest paid of any public employees. Sadly, there is a long history of racism and bias exhibited by law enforcement in this country and in the City of San Francisco that we are still confronting. In view of this history and the City's broken "meet and confer" practices, the public interest strongly favors transparency in collective bargaining with police bargaining units. Many other states and jurisdictions have passed transparency and inclusion measures that resemble Supervisor Ronen's "Police Sworn Personnel Collective Bargaining Transparency Ordinance." We urge you to support the fight for greater transparency and inclusion in the collective bargaining process for police officers in San Francisco.

Very sincerely,

Yolanda Jackson
Executive Director and General Counsel, Bar Association of San
Francisco



THE BAR ASSOCIATION OF
SAN FRANCISCO

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Proposed SFPOA MOU (#20105), Item #19, Meeting of November 17, 2020
Date: Tuesday, November 17, 2020 8:46:46 AM

From: John Crew <johnmikecrew@gmail.com>

Sent: Monday, November 16, 2020 5:20 PM

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

Cc: Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Taylor, Damali A. <dtaylor@omm.com>; Elias, Cindy (POL) <cindy.elias@sfgov.org>; dionjaybrookter@gmail.com; John Hamasaki <john@hamasakilaw.com>; maliacohen@boe.ca.gov; Petra DeJesus <petradejesus@comcast.net>; David Rizk <dwrizk@gmail.com>; Defund SFPD <defundsfpdnow@gmail.com>; SFPD, Commission (POL) <SFPD.Commission@sfgov.org>

Subject: Proposed SFPOA MOU (#20105), Item #19, Meeting of November 17, 2020

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Supervisors,

The proposed SFPOA MOU should not be approved by the Board of Supervisors.

As it has shown in the recent past and as it must show again, the Board knows that its role in contract negotiations with the SFPOA is **not** to merely rubber stamp whatever deal with the SFPOA a mayor and DHR proposes for whatever reasons (legitimate or not), through whatever process (overly secretive or not), at whatever cost (reasonable or not). The charter requires the independent legislative branch to make **independent** decisions about the City's contracts and major expenditures. If the Board approves rather than rejects a bad deal negotiated by the Mayor and DHR, it will not be just a "lost opportunity" for the Mayor. It will be an opportunity abandoned and forfeited by the Board of Supervisors, in this case until 2023.

REALITY TEST -- THERE IS NO SUCH THING AS A "PURELY" ECONOMIC DEAL WITH S.F.P.O.A.

The SFPD's \$700 million annual budget has increased massively over the last decade by an inflation-adjusted \$170 million with the single largest part of that departmental budget attributable to the personnel costs mandated by the contract with the SFPOA. And, yet, notwithstanding the City's generosity with the SFPOA -- notwithstanding a series of SFPOA contracts that have awarded unconditional pay raises every year, "unconditioned" in the sense that their contracts have asked literally nothing from them in terms of facilitating or at least not obstructing long overdue reforms -- ***the SFPD remains far behind other large, much less-well compensated law enforcement agencies in its professionalism, degrees of transparency, relative accountability to the public and out of date policies.***

The USDOJ COPS reforms -- as other long-standing, but never imposed sets of recommendations for SFPD -- involve ***policies and practices that have been in place in many other jurisdictions for years now. What's the explanation for San Francisco's persistent inability to achieve what others have done in terms of reformed policies? Are the police unions in those other cities less resistant to reform than the SFPOA? Or have those cities been less indulgent of police union resistance reform than San Francisco has been for far too long?***

Allegedly high priority efforts to comprehensively reform SFPD have been underway for at least **15 years** now. What does the following excerpt from an article describe?

"The mayor promised to change the culture of the Police Department and vowed to appoint a blue-ribbon panel to recommend changes.

After the department was criticized for its failure to track officers accused of excessive use of force, (the mayor) dropped the panel and called on national experts to recommend reforms.

Today (the mayor) admits that reforming the Police Department has been slow going.

"Has everything happened as quickly as some had hoped? No," (the mayor) conceded. "But relative to what had been happening there for decades, we're moving at a pace that I think has been reasonable. But we've got to step it up in this coming term."

Sound familiar? Supervisor Peskin should remember this from his **prior** stints on the Board and as the Board's president. These are the comments of **Mayor Gavin Newsom** as reported by the *Chronicle* in **2007** ! (<https://www.sfgate.com/politics/article/Newsom-reflects-on-4-years-of-ups-and-downs-as-2533911.php> .) **Two permanent mayors, several police chiefs, supervisors and police commissioners later and notwithstanding all the general fund money thrown at SFPD in the interim (including generous, unconditional annual pay raises under a series of contracts with the SFPOA), police reform is still mostly a slogan more than a reality in terms of the practices and policies of SFPD.** Those expensive "national experts" hired by Mayor Newsom were consultants from the widely-respected Police Executives Research Forum who conducted a comprehensive "organizational assessment" of SFPD and who submitted a thick report of reform recommendations that, for the most part, were never implemented. So, by 2016 when the USDOJ COPS office conducted a similar review, many of the same basic issues were documented and many of the same recommendations were repeated -- and were then reinforced, before and after, by the District Attorney's "Blue Ribbon Panel Report on Transparency, Accountability and Fairness in Law Enforcement," in the 2018 Performance Audit of SFPD by the Legislative and Budget Analyst and by others.

The City **knows** what has to be done to bring its police department up to minimally-acceptable standards. It's known for well over a **decade** now. Why hasn't it done it? **Why should anyone think this pace of reform is "reasonable" or should be acceptable?**

THE CHOICE -- CONFRONTING THE PROBLEM OR CONTINUING TO ENABLE IT

During that time, there has been only one organization, one bargaining unit, one politically-active special interest group working, spending, and speaking actively to protect their historical prerogatives and delay or obstruct the most significant of the reforms. Just a few months ago -- and apparently without any knowledge that the Mayor's DHR would announce a tentative deal on yet another "more pay hikes with no reform concessions" contract with the SFPOA would become public two weeks later -- nine members of this Board of Supervisors joined other public officials in calling them out in an opinion piece --

"To transform policing in San Francisco... means recognizing the main obstacle, which is the San Francisco Police Officers Association...."

For too long, the POA has blocked or delayed vital reforms. Its leaders have elevated voices of discrimination and racism....

In a 2016 report by former California Supreme Court Justice Cruz Reynoso and other leading attorneys, the authors concluded that the POA, for years, had used its "disproportionate leverage" to "produc[e] outcomes that depart from policy recommendations built through the Commission's community engagement efforts."....

On July 8th of this year, in a letter to City officials, Stuart Plunkett, the president of the Bar Association of San Francisco, stated that his organization has "observed the meet and confer process with SFPOA delay—by many months to years—urgent reforms that promote public safety and reinforce public trust in SFPD...The meet and confer process with SFPOA has recently and unacceptably delayed many other key reform." He urged that "A new approach to negotiating police department matters with SFPOA is overdue."

In a February 14, 1974 public letter, Harvey Milk called police violence a "festering disease" and he condemned those who would "become the ostrich and stick their heads into the dirt," ignoring the need for profound change....

(T)he POA must cease blocking reform measures.

Today, we heed Harvey's words. "

(<https://www.sfexaminer.com/opinion/city-leaders-pledge-to-reject-sfpoa-support/> .) The question now is how you can heed Harvey's words from 46 years ago calling even **then** for profound change in American policing and still somehow vote to approve a secretly-negotiated contract with the organization you rightly agreed is the "main obstacle" to police reform and transformation... a deal that preserves and continues the unacceptable and indefensible status quo.

D.H.R. IS SATISFIED WITH THE PACE OF REFORM -- ARE YOU?

Approving this contract would be to accept the bogus claims by those who negotiated it that the excruciatingly slow pace of reform is acceptable, unavoidable and, in fact, a sign of "success" on their part because they have a good working relationship with the SFPOA even though much of the public does not. Per their remarkable testimony to the GAO Committee, DHR would have you believe the pace of reform has been perfectly satisfactory, that the City can do no better and, indeed, should not even **try** to use

the contract negotiations to do so. For example --

- **DHR Acting Director Carol Isen -- "We have had a long litany of successes in terms of representing the Police Commission in meet and confer over the last five years."** Judging just from their publicly-aided complaints and many unanswered questions, **the Police Commission disagrees. The BASF disagrees** that the length and strategy of DHR's meet and confers with SFPOA could be considered "successful," wrote the DHR about it in mid-July and the Board on October 22nd. DHR did not respond at all to BASF's July letter and finally chose to meet with BASF to have a "preliminary conversation" about their concerns on November 4th, **the eve of the GAO Committee hearing on the contract.** I believe -- and have been saying since 2016 -- that their meet and confer practices have been a disaster from a reform perspective and are out of step with both past practice in San Francisco and with what truly reform-minded police agencies do.
- **DHR Acting Director Isen -- "It would be almost impossible to get through a significant meet and confer in under six months and more typically a year."** In fact, **most** of the significant reform DGOs have been thoroughly hashed out in working groups **with** SFPOA participation -- for months and years -- **before** the Police Commission adopts them. The remaining **policy** "disputes" -- things that everyone but SFPOA supports -- are usually not complex at all and often do not lend themselves to compromise. They are simple, binary policy choices. Either San Francisco will -- or will not -- do what USDOJ recommends, what PERF called for years ago, what many other agencies already do, for example, in completely banning shooting at moving vehicles, the carotid hold, knees held to the necks of subjects, etc. Either San Francisco will adopt the recommended model policies on when officers can or cannot view body camera footage that have long been in place in other agencies, or not. Yet, **even though these policy question are beyond the mandatory scope of bargaining under state law and the Police Commission has the full legal right to impose those policies, DHR has indulged in pointless conversations seeking SFPOA consent -- as though that is the goal -- and needlessly hold up final adoption of the policy language for months and years** when any talks should be limited to "effect" bargaining (about adjustments in training or other implementation questions that flow from the policy decision). **If it's so complex and time-consuming** to do what President Obama's 21st Century Policing Task Force, PERF, National Organization of Black Law Enforcement Executives and most of the reform-minded law enforcement organizations call for -- and what compliance with the 2016 USDOJ COPS report **requires** -- **why have so many other law enforcement agencies already done those same things** over the predictable objections from their police unions who simply echo the opposition materials from their anti-reform national and state lobbying organizations like the Fraternal Order of the Police, National Association of Police Organizations, PORAC and others like SFPOA has been doing locally? **It's because those cities -- operating under the same laws -- don't let police union resistance unnecessarily thwart the pace of needed reforms.** They **don't** let their police bargaining units persistently interfere with core managerial policy decisions. San Francisco **does**.
- **DHR Acting Director Isen -- "I think our best interests lie in understanding what we are trying to achieve and moving that agenda forcefully which is the activity that the Department has been engaged in vigorously.... There is nothing an employer can do other than to work on your relationship with your bargaining partner, to move things along quickly and expeditiously.... The best approach is the one that's being employed right now** in the Police Department which is to work every single day on those relationships to be moving the agenda of that Commission and of the community. And to try to create those alignments to be rebuilding good relationships between our city employees ... and our communities that we're serving. " **In other words, DHR is satisfied and, so, the Board and public should be too. In their formulation** -- which is **not** legally required and **not** at all reflective of any city that **actually** prioritizes serious police reform -- **the labor relations goal of having a good working relationship with the police bargaining unit (no matter how obstructionist or hostile to reform they've been and continue to be) trumps all other goals, including speeding up the pace of long-delayed reforms.** They see their relationship with the SFPOA as being more important than local community perspectives and expectations, police reform expertise nationally, alternative approaches used in other cities, or current best practices now being used for dealing with obstructionist police unions. **Of course, employers can do more! They can actually ask police unions for things in return if they are going to continue to request pay raises in contract negotiations. Austin did it. Chicago is doing it. The US Conference of Mayors is calling for it. It's clear DHR doesn't want to do that but it's not their decision.** The Board should not be misled by DHR's absurd claim that doing better is an impossibility.
- **SFPD Labor Relations Director LaWanna Preston -- "There is nothing in the MOU that stalls or prevents the City from implementing reforms."** Of course, **the question isn't just a matter of what's in the current contract -- though I strongly disagree with her conclusion. It's a question of various provisions that should be in the proposed contract** (bargained in exchange for pay raises) but that are not because DHR failed in 2020, unlike in 2018, to identify speeding and facilitating reforms as a goal at all, much less declaring it an "essential objective" as Ms. Isen did two years ago. The City's final offer to the SFPOA in 2018 in exchange for pay raises included a waiver of any impasse arbitration rights on USDOJ COPS recommendations. That **would** speed reform as would any number of other voluntary waivers (in exchange for pay raises or other things of value to the SFPOA) that could stop the delays caused by the current DHR/SFPOA meet and confer practices. DHR's and Ms. Preston's comments betray an **"if it ain't broke, don't fix it" attitude.** They seem to believe anyone who disagrees with their view must be uninformed so have not bothered to seriously explore other perspectives -- be it from BASF or other highly-

informed sources -- before making bold declarations that blindly assume that what they've usually done in the past with police union contracts should and will still be acceptable now in an era of intense urgency around police reform and transformation. I imagine they stay up to speed on developments in their labor relations field but **they seem to be entirely unaware -- or unconcerned -- that** from law enforcement management, civic governance, civil rights, police practices and community perspectives, **the expectations for what must be pursued and addressed in police union contracts have completely changed.**

AVOIDING SCRUTINY & TRANSPARENCY IN PURSUIT OF A BAD DEAL

They are proposing status quo non-economic terms for the SFPOA through mid-2023 as though a status quo police union contract should and will **still** be acceptable. They **knew** this deal would provoke controversy. Yet, neither the Mayor's Office nor DHR took any steps -- prior to the eve of the hearing -- to explore or understand the source of the concerns or to publicly defend their proposal. Quite the contrary. For months now, they have taken steps to avoid thoroughly airing in public what they negotiated in secret and have delayed the release of public records that would better inform both the public and Board about the issues at the heart of the controversy.

DHR argued to the GAO Committee that the proposed contract should be evaluated strictly on economic terms and deserves approval on that basis. Of course, because it locks in through mid-2023 status non-economic contract provisions -- forfeiting for two years the leverage the City has to pursue changes in those terms to speed and facilitate reform and transformation of public safety expenditures. By choosing to **not** pursue police reform through contract negotiations as other cities are doing and as the US Conference of Mayors, Major Cities Chiefs Association, NAACP LDF, Campaign Zero and so many others (including former President Obama in his interview with *60 Minutes* aired last night) now recommend, the proposed deal will have very significant non-economic consequences if approved. **The proposal assumes that the non-economic consequences should be treated as irrelevant** in evaluating the fairness and advisability of a major, very expensive contract with a police bargaining unit. It assumes -- as DHR openly argued to the GAO Committee -- that the status quo contract terms are "good enough" and that San Franciscans should essentially just "shut up and be satisfied" that the City is doing the best it can (and the best it will **ever** be able to do) in dealing with the obstructionism of the SFPOA. **DHR and the Mayor's Office are asking you to, in effect, look only at the price tag while ignoring the relative quality -- and the barriers to improving the quality -- of the services purchased under the contract.** It's like a late night infomercial using a hard sell to push an "iffy" product based entirely on price. **"Ignore the lousy quality -- look how much you'll save!"**

But, of course, overall the deal provides no significant cost savings at all. **Even on strictly economic terms, this is an awful deal.** Contrary to DHR's characterization of it when they transmitted it to the Board on September 15th, the Controller has now made clear that while the savings from the deferrals will benefit the City in the short-term the wage increases will cost an additional **\$22 million** in FY 2022/23 alone and, overall, **will cost the City far more money than it saves over the life of the contract.** Asked by Supervisor Haney why the City would spend so much later to save some in the short term, Controller Ben Rosenfield refused to answer saying -- "I think that's a better question to you than to me, frankly. Fundamentally, it's a choice." So, why **would** the City make that choice **and** lock-in status quo non-economic terms that are favorable to the SFPOA? Why would it grant two additional pay raises to SFPOA members that are **three times** higher than the current 1% CPI rate (which, per Charter Section A8.590-5, is a factor any independent arbitrator would be required to consider in granting an award if an agreement could not be reached)? Why would the City want to lock in future raises that large for **this** particular bargaining unit given the quite bleak current fiscal situation when the arbitrator would be **required** by the Charter to consider the City's "financial condition... and ability to meet the costs" of any contract that might be awarded without getting significant non-economic concessions in return?

We **know** why the **SFPOA** so quickly accepted the proposed deal. They **know** that getting an arbitrator to award them two unconditional annual 3% pay raises in this new fiscal environment is a very questionable proposition. And, they **knew** and told their members **that minimizing the opportunity for public scrutiny** and discussion of the terms of their contract -- already controversial in San Francisco and increasingly controversial for police unions nationwide -- through an early, secretly-negotiated deal with DHR **would lead to far more favorable terms than the normal process.** As reported by the *Examiner* --

"In its summary for officers (voting on the proposed deal), the union wrote that rejecting the proposal would mean contract negotiations ensue in Spring 2021 -- at a time when other labor groups would not be renegotiating contracts. 'Anti-POA and anti-police groups will be focused on POA negotiations,' the union said."

(<https://www.sfexaminer.com/news/sf-cops-to-vote-on-delayed-raises-amid-pandemic/>) Of course, for many years, the ever-divisive POA has routinely characterized virtually **anyone** who publicly disagrees with their views -- elected and appointed officials, police practices experts, the general public, the press -- as "anti-police."

Similarly, DHR's Ms. Isen was at the center of the controversy over the SFPOA contract in 2018 and has known for several months that, once again, the failure to address longstanding meet and confer concerns in any proposed deal now would be highly

controversial. Yet, ***DHR has engaged in a pattern of keeping public officials and the public in the dark about these subjects*** even though they knew any tentative deal they reached with the SFPOA would eventually have to be subjected to public scrutiny and a vote by the Board of Supervisors. ***That pattern continues to this day.*** It's somewhat understandable that, in seeking the best deal for its members, the ***SFPOA*** would seek advantage by trying to minimize any public "focus" on the details of their deal. But, ***alarm bells should be ringing loudly and warning lights flashing brightly when a City agency tries to evade the sort of basic transparency necessary to fully and fairly evaluate a lucrative contract.***

Ms. Isen told the Committee that the possible rejection of their proposed deal with the SFPOA -- even in ***these*** circumstances -- "from a labor relations perspective is somewhat unexpected." ***What is shocking from a public policy perspective is for a City agency to expect the Board of Supervisors to join them in just dismissing the repeatedly-expressed concerns of the local bar association, police commissioners and members of the public, in just assuming what's going on nationwide on police union contracts shouldn't take place in San Francisco, in simply ignoring the recommendations for closer, fuller public scrutiny of these deals from everyone from former President Obama to the US Conference of Mayors to big city police chiefs to national civil rights groups.*** Perhaps, the scope and scale of the national public reaction to the avoidable police killings of George Floyd, Breonna Taylor and others like the scope and scale of the local reaction to the avoidable police killings of Mario Woods, Luis Gongora Pat and others triggering the USDOJ COPS recommendations in the first place were "unexpected" to Ms. Isen. But, if she's been paying attention ***at all*** and does not dismiss the Supervisors and public's concerns in 2018 as mere "flukes", ***the insistence on transparency and the on-going advocacy for SFPOA contractual terms in exchange for pay raises that put an end to avoidable delays in pursuing reform and policing transformation are entirely "expected."***

THE TIMELINE - (1) FOR SFPOA? A BACKROOM DEAL; (2) FOR THE PUBLIC? NO TRANSPARENCY = NO REFORM

The Board should not approve such an controversial deal, negotiated in complete secrecy, while DHR is ***still*** withholding information relevant to your decision -- especially given the questions raised by the various admissions and assertions by DHR Acting Director Isen and SFPD Labor Relations Director Preston during the GAO Committee and given the information from the few documents that have ***finally*** trickled out that contradicts what they told the Committee. Please consider both the timeline and the contradictions:

JUNE 2020

With protests raging in the streets of San Francisco and the nation and the \$1.5 billion local budget deficit looming, at the Mayor's direction DHR sought a new deal with the police and firefighters. Ms. Isen told the GAO Committee the talks lasted about a month or month and a half. In stark contrast to the SFPOA contract talks in 2018, the Board of Supervisors was seemingly not informed, much less consulted and neither the Police Commission nor any of their community-based collaborative reform stakeholders and so-called "partners" were informed that a new contract binding the City through mid-2023 was being secretly negotiated.

When asked by Supervisor Haney about possible greater involvement from the Board and public in SFPOA contract negotiations, DHR Acting Director Isen told the GAO Committee --

"On the issue of more involvement from the Board, absolutely. We came to you in 2018 prior to the start of negotiations. We gave you a closed session presentation about our intentions in terms of negotiations. ***We followed the requests and direction given to us by the Board of Supervisors*** and, working with the Mayor and you, we did that."

Ms. Isen did not address the public input part of the Supervisor's question nor did she explain for the benefit of the two Committee members not on the Board then that, in fact, in 2018 the GAO Committee held and she participated in an extensive public hearing about the contract talks with the SFPOA while they were on-going. Nor, did she reveal that, in fact, the strong comments from Supervisors Breed, Cohen and Kim during that hearing calling for reform to be explicitly addressed in the SFPOA contract is what led DHR to include the "impasse arbitration concession in exchange for pay raises" demand in the City's final offer that year. She called it back then an "essential objective" of the City. But, she told the GAO Committee on November 5th that it had been included "under duress" caused, presumably, by the input of the Supervisors based on public testimony about the already-dire need to speed up the USDOJ COPS reforms process.

This year DHR and the Mayor's Office ***could have*** been more collaborative with the Board and transparent with the public about their contract negotiations with the SFPOA -- like they were in 2018. But they made a still-unexplained ***choice*** in June not to be fully open about what they were seeking and gamble the Board would be willing to just rubber stamp their decision later. They knew what they were doing and the risk they were taking by shutting out the Board and avoiding any sort of public process. Ms. Isen basically acknowledged as much to the Committee --

"When I say I believe we delivered to you a very good deal, we did deliver you a good deal ***on its terms.*** I understand that

there's a lot of dissatisfaction that it isn't tied to other non-financial issues. I understand that."

In fact, based **just** on her experience in 2018, the "dissatisfaction" was entirely **foreseeable**. Consequences that are foreseeable -- in this case "dissatisfaction" (from BASF and other collaborative reform stakeholders, from Supervisors, from taxpayers asked to fund unconditional pay raises for the reform-hostile SFPOA, and from broad swaths of the public calling for rapid, transformational changes in public safety services) -- can be assumed to be intentional. **Their** goal was to secure short-term deferrals of pay raises from SFPOA **even if** the new 3% pay raises cost the City far more in the long-term term (\$22 million in FY 2022-23 alone) and **even if the "dissatisfaction" over the abandonment of reform as a goal in the SFPOA contract might be extreme**. Public or Board dissatisfaction was rendered secondary to their quite apparent primary goal of making SFPOA happy enough overall that they'd agree to defer pay hikes and so the Mayor's Office could then use that agreement to pressure the unions and bargaining units for other, mostly less well-compensated city workers to agree to pay deferrals too. **Their bet was and is that the Board would not care enough about reform** -- or at least care less than the Board in 2018 did -- **to reject this deal and send DHR back to the bargaining table**. Their bet is that you'll align your own goals with the Mayor's and DHR's notwithstanding their apparent failure to even **ask** whether you would still prioritize reform goals in 2020 the way the Board did in 2018.

With outrage over the killings of George Floyd, Breonna Taylor and far too many others fueling unprecedented movements expressing outrage and demanding change all over the country and with state and federal lawmakers -- led by San Francisco's Nancy Pelosi and California's Karen Bass -- ramping up quickly and pursuing an aggressive police reform legislative agenda, **why on earth would the Mayor and DHR assume the legislative branch in San Francisco would be less interested in police reform in 2020 than it had been in 2018 and simply defer to the economic and political goals of the executive branch?** In fact, in early June shortly after George Floyd's death, SFPD Chief Scott joined 64 of his colleagues nationwide in signing an open letter from the Major Cities Chiefs Association prioritizing reforms in the wake of the ongoing public demands for change that noted --

"The balance of labor and management is often out of calibration. Contract and labor law hamstring efforts to swiftly rid departments of problematic behavior and as law enforcement executives, **we call for a review of those contracts** and laws."

Yet, why would DHR and the Mayor's Office in 2020 engage in secret contract talks and push a deal that would actually block that sort of meaningful public review of the non-economic terms of the SFPOA's contract until 2023? I doubt they see their actions as hostile to reform but it's clear from their statements to the GAO Committee that they view their work as labor negotiators extremely narrowly. Their goal is to get the SFPOA to agree to things, whether or not their agreement is legally necessary. They prioritize their own relationship with the SFPOA over the public's "dissatisfaction" with a contract that will make rebuilding the relationship between the public and police -- which **ought** to be the overriding priority -- all the more difficult. They value labor peace above faster progress and stronger reforms and, as labor negotiators, they seemingly operate in a bubble completely disconnected from what's actually going on in law enforcement nationwide, from what other cities are now demanding of their police bargaining units and from the urgency and thoroughly justifiable impatience of the people in the streets and flooding the comment lines of the Board of Supervisors.

JULY 2020

After news broke that Board President Yee was being advised he might not be able to place the police staffing charter amendment (which became Prop E) on the November ballot without extensive meet and confer sessions and possible interest arbitration, BASF wrote DHR and the City Attorney's Office on **July 8th** explaining why merely allowing a public vote on that measure obviously did not fundamentally change the working conditions of members of the SFPOA. (<https://missionlocal.org/2020/06/san-francisco-has-beaten-its-police-union-in-every-venue-why-does-the-city-still-defer-to-it/> .) Giving the voters the opportunity to remove a charter provision on minimum SFPD staffing they'd decided to insert years ago was clearly **not** a mandatory subject of bargaining under state law. And, any "effects" bargaining over eventual, actual staff reductions, if any, would come several steps later and only after a voter decision to remove the provision. According to a chart of meet and confer sessions obtained **after** the GAO hearing on the contract, DHR's Isen held four meet and confer sessions from June 8th to July 7th requested by the SFPOA clearly with the intent of keeping the measure off the ballot during a year of peak interest in reducing police funding. But for BASF's intervention, the voters would've been denied their right to vote, 71% to 29%, to remove this unique protection for police jobs from our charter. **Was Board President Yee informed that while DHR's Ms. Isen was needlessly indulging the SFPOA's legally-frivolous attempt to keep Prop E from the voters that she was simultaneously seeking their approval on a new contract? If he wasn't, he should've been.**

Meanwhile, based on their frustrating experience as perhaps the SFPD's most reliable and active collaborative reform partner for the last four years, BASF's July 8th letter concluded:

"(W)e do not believe this approach to labor negotiations with SFPOA has served SFPD, the City or the San Francisco community well. BASF'S Criminal Justice Task Force has been involved in police reform efforts for a number of years and has

observed the meet and confer process with SFPOA delay -- **by many months to years** -- urgent reforms that promote public safety and reinforce public trust in SFPD. Indeed, the extensive delays instanced by negotiations with SFPOA have been a serious concern ever since the U.S. Department of Justice publicly cautioned that negotiations over SFPD's revised use of force policy must not unreasonably delay adoption and implementation of the changes at issue. The meet and confer process with SFPOA has recently and unacceptably delayed many other key reforms, such as changes to the body camera policy, and the Department General Order on bias, just to name a few.

A new approach to negotiating police department matters with SFPOA is overdue."

BASF's letter was not acknowledged at all by DHR and, per DHR's GAO Committee testimony and partial internal records subsequently released, ***BASF's concerns were treated as having no significance at all for the on-going contract negotiations with the SFPOA*** which were still being kept secret at that point from the Commission, its collaborative reform partners and the general public.

Meanwhile, at various points during July, Police Commissioners aggressively questioned Ms. Preston and the City Attorney's Office about why policy changes they were considering that were clearly ***not*** -- or appeared ***not*** to be -- mandatory subjects of bargaining had been listed on their agenda as mere "drafts for meet and confer purposes" rather than for final adoption. For example, ***a new prohibition on holding knees to the necks of subjects*** in the wake of the nationwide protests sparked by the killing of George Floyd ***had been put on the Commission's July 1st agenda as a mere "meet and confer draft" notwithstanding 40 years of case law holding changes in use of force policies are not mandatory subjects of bargaining and notwithstanding the predictable failure two years prior of the SFPOA's attempt to overturn that case law in their litigation against the Police Commission's previous use of force policy changes.*** With the Commission being told, in effect, they should not exercise their clear right to make final policy decisions in public -- without ***separate*** closed door talks between DHR and the POA -- as the courts had already confirmed they could do, they adopted the policy language itself in final form over DHR's recommendation while permitting limited "effects" talks related to the SFPD's implementation (with training or other matters) of their policy decision. ***The SFPOA thundered in a statement to their members provided to the press that the Commission policy change amounted to "political theater and grandstanding." They characterized the Commission exercising their unilateral legal authority to set the use of force policy standard as a "clear lack of respect for our members" because the SFPOA would've had to air their concerns publicly before the Commission in advance of their final vote just like everyone else rather than in closed door talks with DHR.***

At that same meeting, obviously unsatisfied and confused by the explanations provided by DHR, ***Commission Vice President Damali Taylor asked pointedly, "why on earth did the Bias DGO, for example, need to go to meet and confer?"*** DHR inexplicably had the Commission adopt in May the highly-touted and long-awaited Bias-Free Policing policy whose provisions had been carefully-crafted and thoroughly-debated for years by a working group that included active participation from the SFPOA) as a mere "meet and confer draft" so that the SFPOA would have another crack at it behind closed doors.

AUGUST / SEPTEMBER 2020

On August 12th, the Police Commission was shocked to learn from me that the *Examiner* was reporting that DHR had reached a tentative deal with the SFPOA on a contract whose terms would either facilitate or hamper their reform efforts through June 2023.

**** Commissioner Cindy Elias and Vice President Damali Taylor suggested they were unaware of the contract negotiations.

"I had no idea that that was happening," Elias said. Elias called for a hearing on the proposal to "at least afford the community the opportunity to know what's going on as well as myself and other commissioners."

"I'm also very eager to know what is going on," Taylor said. "I will want to hear about this at a future commission hearing." ****

(<https://www.sfexaminer.com/news/police-union-contract-moves-forward-as-officers-agree-to-delayed-raises/>)

When asked by the Commission about it the following week, Chief Scott told them --

"DHR is in charge and that's about as much as I know.... Just like everyone else, the Department is waiting to hear the results. What I was advised (by the DHR Director) was that they'd be more than happy to come in and at least explain what's going on."

Commission Vice President Taylor immediately replied, "I will take them up on that."

The tentative agreement between DHR and SFPOA was signed on September 11th with the next step being eventual consideration by the Board. But on September 16th, ***Vice President Taylor revealed that there would be no public discussion of the contract with DHR before the Police Commission reporting that apparently they'd changed their mind about providing that sort of transparency:***

"I spoke with DHR. They are not comfortable reporting to the Commission during the course of negotiations... which is unfortunate for us."

And that same night Chief Scott again took pains to point out --

"The Department was not involved in those negotiations.... I wasn't involved in it and neither was anybody else from the Department.... I wasn't part of those conversations."

OCTOBER / NOVEMBER 2020

With DHR avoiding public discussion of the proposed deal and having received no response to their letter of three months prior, ***on October 15th BASF filed a formal public records request seeking documents related to the contract negotiations with the SFPOA that were kept secret from the Police Commission and that did not involve the Chief of Police or SFPD and as well as documents related various meet and confer sessions.***

On October 22nd, BASF submitted a detailed letter calling for a rejection of the proposed contract and detailing, ***based on the information then available***, the various serious problems with DHR's meet and confer practices that were legally unnecessary, legally questionable (especially when they led to the Police Commission discussing policy matters in closed sessions) and contrary to the interests of reforming SFPD.

On October 26th, ***DHR belatedly responded to BASF request of October 15th and invoking a questionable extension under the Public Records Act which they claimed would allow them to delay the release of the requested records until November 9th -- four days after the Board's only public hearing on the SFPOA contract.*** Under pressure from BASF, DHR finally started releasing a ***portion*** of the records the evening of November 2nd, less than three days before the GAO Committee hearing.

As of this writing -- ***more than a month after BASF's request and a full week after the expiration of the invoke extension and less than a day before the full Board scheduled vote on the proposed contract with SFPOA -- DHR has still not produced much of the requested information.***

This is a violation of law. Under no circumstances should the Board of Supervisors should vote to approve a contract when records necessary to fully evaluate the fairness of that contract are being illegally withheld from the public by the City department that negotiated the proposed deal and that is advocating for its quick approval. Given the track record of DHR refusing to be as transparent in 2020 as they were in 2018, the highly questionable and inadequately-explained other meet and confer negotiations with the SFPOA while this deal has been pending and the overwhelming public demand for change and more rapid progress on SFPD reform, it's especially difficult to understand why the Board would approve a deal like this under these circumstances.

MISREPRESENTATIONS & RED HERRINGS FROM D.H.R.

No one can know what relevant information may be revealed later by the disclosure of the remaining documents. All we know is: ***(1) if the Board approves the contract tomorrow, it will be too late for the materials to better inform your decisions; and, (2) some of the materials released so far flatly contradict claims made by DHR at the GAO Committee's hearing.*** For example --

DHR's Acting Director Isen emphatically claimed that, "We meet and confer over matters that we are required to meet and confer over (under state law)" and, with respect to permissive subjects of bargaining, she said flatly, "we don't do it." DHR's and the SFPD Labor Relations Director's own documents show that claim is false. There are many examples --

1. As BASF has thoroughly explained and per above, ***the right to vote on Prop. E did not involve a mandatory subject of bargaining***

yet DHR documents show Ms. Isen -- while also negotiating this proposed contract -- held four separate meet and confer sessions over Prop E with SFPOA's President Tony Montoya and their lawyer Rocky Lucia on June 8th and 10th and July 1st and 7th.

2. Also, per the above, the SFPD Labor Relations Director held meet and confer sessions with the SFPOA over the **Bias-Free Policing DGO** on June 15th and July 10th which led to a **"counter-proposal" from the SFPOA that exclusively involved choices about the wording of the policy that are within the exclusive authority of the Police Commission to make and are not mandatory subjects of bargaining.** Very belated, after-the-fact word-smithing critiques about whether or not to cite the Fourth Amendment or various Penal Code sections in the policy itself are not mandatory subjects of bargaining and need not and should not have caused a three month delay in the final adoption of the policy and an illegal closed session devoted to the Police Commission's discretionary choices over how to word their policy. The same result would've been achieved far more quickly, without controversy and the suspicion that comes from undue secrecy, without further enabling the SFPOA's bogus claims to meet and confer rights they do not have and without further undermining confidence in the allegedly "collaborative" part of the reform process had the SFPOA's been required to submit their letter directly to the Commission in advance of the Commission hearing on the policy in May as **a public comment considered on an equal basis** with the comments from all the other stakeholders (including BASF) who'd worked so hard for so long on this new policy. (https://sfgov.org/policecommission/sites/default/files/Documents/PoliceCommission/Memorandum%20-%20DGO%205.17%20Policy%20Prohibiting%20Biased%20Policing%20%2807.06.20%29_1.pdf)

3. DHR's Ms. Isen acknowledged to the Committee that, as BASF has detailed, meet and confer negotiations over one aspect of the **Body Worn Camera (BWC) policy** "did take a long time." She accurately described the disagreement as involving the narrow question of "when an officer gets to review footage in a use of force-type situation, or a disciplinary situation." She claimed the delay was caused by situations "outside their control" which they described as their need in 2018 to negotiate the SFPOA contract along with 32 other labor agreements. But, that does not explain how a policy DHR had the Commission adopt as a "meet and confer draft" in **January 2018** did not emerge from meet and confer to finally be adopted by the Police Commission **two and a half years later in August 2020**. In fact, **a document DHR finally provided to BASF less than a week ago (after the GAO Committee hearing) flatly contradicts Isen's claims on this subject --**

"(T)he sole remaining issue -- i.e., whether an officer may review certain footage -- involves **an area of pure management discretion, falling outside the mandatory scope of bargaining.** You will recall that on August 13, 2018, thirteen months ago, the POA communicated assent to all of the Commission's other proposed amendments (adopted in January 2018.)"

(September 18, 2019 letter from then-DHR Employee Relations Director LaWanna Preston to SFPOA.) In other words, **final adoption of the policy was delayed for two full years after the City knew the only remaining dispute involved a topic beyond the SFPOA's bargaining rights.** Just like with the 2016 Use of Force DGO changes that DHR insisted the Commission adopt in draft form and indulge in meet and confer over what were clearly management policy choices beyond the mandatory scope of bargaining -- rather than to adopt that policy in final form as ACLU and others had called for and just stick to effects bargaining rather than revisit policy choices the SFPOA had already fully weighed in on publicly and in the working group -- it was the City's **choice** to indulge in legally unnecessary closed door discussions about policy choices at all that once again facilitated and enabled the SFPOA resistance and caused extreme and avoidable delay. **The result is the City has been literally prioritizing their labor negotiators' working relationship with the SFPOA (no matter what they do and say) over the urgency of police reform -- and unless this contract contains waivers in exchange for pay raises, those skewed priorities will continue.**

4. A document released after the Committee hearing reveals **DHR held four meet and confer sessions with the SFPOA from late 2018 through early 2020 on SFPD DGO 5.02 that would have controlled use of tasers.** The policy had been thoroughly and publicly debated prior to adoption by the Commission in early 2018. Its terms and the policy choices involved are clearly **not** mandatory subjects of bargaining under 40 years of case law and the various court decisions in the SFPOA's challenges to the 2016 use of force reforms. The SFPOA tried to overturn this DGO and strip both the Commission and Chief of their authority to set taser policy with a charter amendment that failed spectacularly with the voters going down by 62% of the voters in June 2018. Yet, **after** that ... and **after** the final Court of Appeal decision in *SFPOA v. San Francisco Police Commission...* and **after** the Board declined to allocate funding to SFPD to purchase tasers, the allegedly "too busy to move more quickly on police reform" DHR met and conferred with SFPOA **four** times on a legally unnecessary subject that, thanks to the SFPOA's own hyper-aggressive actions, had become moot for the foreseeable future. The document shows that SFPOA even filed a grievance and a frivolous demand for arbitration that was not withdrawn until, not coincidentally, nine days prior to the GAO Committee hearing on this proposed "pay hikes without reforms" proposed contract.

5. On October 7th, DHR again without explanation had the Commission adopt a long-awaited, collaboratively-crafted, and highly touted new **Community Policing DGO** as a mere "draft" to be discussed behind closed doors with the SFPOA again, notwithstanding their prior participation in years of working group meetings devoted to developing the policy. With BASF telling the Commission, "we now fear the black hole of the meet and confer process, the Commission ordered DHR to do what, in fact, they'd previously agreed to do but clearly were not... what SFPD falsely told Cal DOJ had been taking place but has not been ... and meet and confer **only** on any mandatory subjects of bargaining of which there appear to be none in the policy language itself (as opposed to possible

post-adoption, implementation "effects" bargaining). (<https://missionlocal.org/2020/10/police-commission-approves-sweeping-new-policy-on-community-policing/>.) A released document shows one meet and confer session so far and now a closed session with the Police Commission Wednesday evening which, if it touches upon non-mandatory subjects related to the Commission policy decisions, will again lead the Commission into a Brown Act violation.

The comments of SFPD Labor Relations Director defending the SFPOA during the GAO Committee also betray ***an approach that seems to view everything -- like core public policy decisions about community policing strategies, for example -- as appropriate subjects for closed door labor talks that, legally, are not necessary and that run directly counter to collaborative reform principles requiring maximum transparency --***

"The POA has verbally and even exchanged proposals in writing regarding a number of calls that they would agree they (police officers) should not go on as it relates to quality of life issues and homelessness issues. So, I just want to publicly say that the POA is not standing in the way of any of those proposals. As a matter of fact, they have written me three letters to say that they would like to continue those discussions and speed them up as soon as possible."

That's fine but unless the SFPOA is agreeing to SFPD staff reductions so that funds currently allocated to salaries and benefits for SFPOA members will be re-allocated to other city agencies who would handle these calls under a truly transformed approach (which she presumably would've revealed if they were), what Ms. Preston touts is merely a concept that SFPOA, their supporters on the Police Commission and many others have been publicly promoting for years now. No one -- including the SFPOA -- thinks it makes sense for the SFPD to still be handing these sorts of calls but the SFPOA won't publicly embrace job cuts for their members and shrinkage of the massively-expanded SFPD budget in order to do that. Apart from that, ***why on earth would that core public policy question about how to transition to a better and more effective public safety model be a matter for secret labor negotiations she would handle rather than be pursued through an open, collaborative working group, a multi-agency interdisciplinary task force and a fully public process of the type used for all major City decisions like this?! I understand why the SFPOA wants to continue to pursue their own special interest objectives behind closed doors. The question is why would the City let them and why are our labor negotiators encouraging them -- and publicly praising them -- for doing so?***

DHR's Ms. Isen also repeatedly mischaracterized the core proposals for new contract terms that were made in 2018 (that, at the Board's behest, she embraced and pursued as an "essential objective) ***and that have been raised thus far this year.*** Ms. Isen repeatedly told the Committee "we cannot compel unions to waive meet and confer rights" but eventually acknowledged "I think what is being suggested here is that somehow we can leverage money in exchange for the POA behaving differently or doing something differently." As she well knows, that's exactly what advocates have been suggesting for years now. (https://www.sfchronicle.com/opinion/openforum/article/No-pay-raise-for-SFPD-without-reform-12753915.php?utm_campaign=fb-premium&utm_source=CMS%20Sharing%20Button&utm_medium=social&fbclid=IwAR2QUCxKBT9a2E7lcG4gFe7QXrjqU5v1TyogoFeFnVUtj_otIQd4yPc4aw.) It's what members of the Board, including then-Supervisor Breed, called for in 2018. (<https://www.sfexaminer.com/news/supervisors-back-call-to-push-reforms-in-police-contract/>). As she should know, it's what the Austin City Council achieved when it rejected and sent a "no reform" police union contract back to the bargaining table and got something far better in the end. (<https://www.nytimes.com/2019/04/08/opinion/austin-police-union-contract.html?searchResultPosition=2>.) It's what Chicago is doing right now. (<http://www.chicagomag.com/Chicago-Magazine/November-2020/John-Catanzara-Fraternal-Order-of-Police/>.)

SFPD's Ms. Preston weighed in stating ***the City "can't require them to agree to impermissible subjects of bargaining." But, the obvious, unstated corollary to is that the SFPOA cannot require the City to agree to 3% pay raises either*** and, if the SFPOA wants to avoid a highly risky arbitration seeking ***those*** sorts of raises in ***this*** economic environment, they should be highly motivated in ways they were not in 2018 -- when the City's finances were not at all dire and the difference between the City's final offer of annual 3% raises and the SFPOA's attempt to get 4% from the arbitrator was minimal.

Ms. Isen claimed that "what we pay our officers is a labor market question and it's driven by the labor market." But that's only half-true and another example of the City prioritizing keeping the SFPOA happy over engaging in appropriate and obviously necessary adversarial bargaining in order to speed and achieve non-economic, reform objectives that are publicly top priorities for the City but that, inexplicably, have been completely absent from the contract talks this year. In fact, if an impasse is reached, any arbitrator would be explicitly required under the charter when doing those comparisons to consider differences in the "conditions" of employment in comparable police agencies. (Charter section A.8.590-5(d).) In other words, ***since many of the major agencies the City and SFPOA use for wage comparison purposes already have in place many of the USDOJ-recommended reformed policies that the SFPOA continues to resist, stall and try to block -- since some are working in conditions that provide greater cooperation, transparency and accountability than SFPOA has prevented from taking root locally -- those agencies are not automatically the appropriate "comparables" merely because of their size.*** In fact, on issue after issue in terms of policy,

SFPD's policies still reflect the smaller, less reform-oriented, and *less* well-compensated police forces. ***DHR could and should cite this local resistance to reform skewing these comparisons during any arbitration.*** But, to date, they won't even aggressively push the SFPOA -- or avoid or cut off legally unnecessary meet and confer sessions -- on policy questions (like BWC standards) that other Bay Area agencies have fully resolved years ago even though any arbitrator or court (if it came to that) would permit the City to impose these sorts of policies over the SFPOA's objections given how common they now are in the profession. ***Why does DHR cite only a charter section's wage comparability provision while failing to tell the Board's Committee about that same section's "working conditions"/policies and ability to pay provisions?***

DHR's Ms. Isen attempted to distract the Committee with a red herring argument advising against incorporating policy changes themselves directly into an MOU that could not be changed during the life of the contract. As she well knows, the 2018 No Justice Deal Campaign, the 2018 Board of Supervisors GAO Committee and BASF have advocated no such thing. They have sought -- and I am seeking (among other things) -- negotiated provisions to change the meet and confer *processes* and limit the claims of arbitration rights the SFPOA have exploited (with unnecessary cooperation from DHR) repeatedly to stall or water down policy reforms. ***This could be accomplished, for example, with a waiver of arbitration rights on policy issues related to the USDOJ COPS reforms and a contractual agreement on which policy topics are not mandatory subjects of bargaining*** that, therefore, will not be subjected to any policy-decision (as opposed to implementation effects) bargaining which has repeatedly slowed the Commission's policy-setting function. ***This is the bare minimum San Francisco should ask in return for two more 3% raises that will be difficult for SFPOA to obtain from an arbitrator if agreement is not reached.***

As DHR's Ms. Isen knows, waivers of state law rights obtained in exchange for pay raises are entirely legal and appropriate. As the legal advisor to the No Justice No Deal Coalition, Julian Gross, pointed out in his 2018 testimony to the GAO Committee, ***the SFPOA contract, in fact, already contains two previously-negotiated waivers of interest arbitration rights.*** (See two minutes of testimony at 1:58:04 -- https://sanfrancisco.granicus.com/MediaPlayer.php?view_id=11&clip_id=30081 .) Mr. Gross has considerable experience representing public entities in complex labor negotiations and is now a partner in former San Francisco City Attorney Louise Renne's firm which specializes in representation for public bodies. Furthermore, the City Attorney drafted and approved a resolution co-sponsored by Supervisors Fewer, Yee, Ronen and Cohen in 2018 endorsing that approach. (When it failed to reach unanimous consent for quick adoption by the full Board, it became moot before it could be heard in committee. See file #180428, <https://sfgov.legistar.com/View.ashx?M=F&ID=6216790&GUID=755716C9-713D-4EBA-BC6F-A27474A453D6>) Regardless of the misimpression left by Ms. Isen's comments to the GAO Committee, ***this approach is legal, has been used before in the very same SFPOA contract, is supported by legal experts and has drawn no objection from the City Attorney's Office. Like the Police Commission and public, the Board of Supervisors deserves straight answers on these sorts of questions. Like the Police Commission and public, the Board has not been getting them.***

IS THIS ENOUGH IN EXCHANGE FOR MORE PAY RAISES? REALLY?!

Finally, ***consider the context behind the only concrete concession beyond the short-term pay raise deferrals that DHR obtained from SFPOA in this very one-sided tentative agreement*** -- a reform aimed at preventing the abuse of sick leave SFPOA members were using to earn more with 10-B overtime work serving private entities rather than showing up ***as required*** when healthy for their scheduled shifts and serving the public. Ms. Isen told the Committee this had been a "major problem" for the Chief in workforce management explaining they had ***"noticed patterns of sick leave usage that happened around the 10-B overtime.*** So for a long time we have wanted to create a disincentive around that sick leave usage by requiring a certain number of hours worked in order to be eligible for 10-B overtime." I support the contractual disincentive but consider for a moment what it says about the SFPOA's relationship with the public and the City's tolerance of and timidity towards the antics of the SFPOA that it proved necessary to include and tout ***this*** as the lone additional item obtained in exchange for 3% pay raises.

The major problem of too many SFPOA members blowing off their obligations to the public and Department, falsely reporting they were sick so they could accept more lucrative private 10-B overtime gigs has been well-documented for a very long time. The 2018 Performance Audit of the SFPD by the Legislative and Budget Analyst specifically found that ***"the Department inadequately enforces its policies and controls designed to manage overtime hours and limit overtime abuse"*** while documenting an explosion both in overtime and the portion attributable to 10-B "rent a cop" assignments on behalf of private entities. (https://sfbos.org/sites/default/files/BA_Report_PA_of_San_Francisco_Police_Department_061218.pdf .) ***Falsely claiming to be sick or injured has long been a specific official act of misconduct*** under SFPD policy. (SFPD DGO 2.01, Section 41.) ***But instead of actually enforcing the policy with discipline, the new contract awards SFPOA members two 3% pay raises in exchange for a disincentive aimed at reducing*** -- but probably not eliminating entirely -- ***the "major problem" of a quite noticeable pattern of blatant disregard for SFPD policy and SFPOA members' obligations to the public they serve.***

True to form, the City ***refuses*** to hold its officers accountable for misconduct, treats the SFPOA with kid gloves and, as always, rewards and protects a status quo that is no longer acceptable to most San Franciscans and ought not be acceptable anymore to the Board of Supervisors.

The Board of Supervisors should reject the proposed SFPOA MOU or, in the alternative, delay consideration of it unless and until ***all*** the information relevant to the Board's decision that DHR is still withholding from the public has ***finally*** been released with adequate time for review.

Thank you for considering my views.

John Crew
(415) 793-4146

cc. Clerk, San Francisco Board of Supervisors
Members, San Francisco Police Commission
David Rizk, BASF
Defund SFPD Now

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 8:09:43 AM

From: Filippazzi, David (ADM) <david.filippazzi@sfgov.org>
Sent: Tuesday, November 17, 2020 8:08 AM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: I am an essential city worker and I demand you reject the POA contract

My name is **David Filippazzi** and I'm a member of **seiu 1021** . I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,
David Filippazzi

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 8:08:55 AM

From: Lucci, Alivia (DPH) <alivia.lucci@sfdph.org>
Sent: Tuesday, November 17, 2020 7:54 AM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: I am an essential city worker and I demand you reject the POA contract

Hi Mayor Breed and Supervisors,

My name is Alivia Lucci and I'm a member of SEIU. I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Thank you for your time and consideration.

Sincerely,
Alivia Lucci, RN

Alivia Lucci, MSN, RN

Southeast Health Center

2401 Keith Street

San Francisco, CA 94124

Phone 415-671-7000

Fax 628-217-7507

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From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 8:08:31 AM

From: Baldini, Daniel (ADM) <daniel.baldini@sfgov.org>
Sent: Tuesday, November 17, 2020 7:54 AM
To: Breed, London (MYR) <london.breed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>
Subject: I am an essential city worker and I demand you reject the POA contract

Hi Supervisors,

My name is Daniel Baldini and I'm a member of SIEU 1021 (MISC). I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,
Daniel Baldini

Daniel Baldini
Assistant Storeroom Supervisor
Fleet Management – Central Shops
Office of the City Administrator
City and County of San Francisco
555 Selby Street, San Francisco, Ca. 94124
628.652.5611 / daniel.baldini@sfgov.org

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: I am an essential city worker and I demand you reject the POA contract
Date: Tuesday, November 17, 2020 8:08:15 AM

-----Original Message-----

From: Wendy Hamilton <wendy_hamilton@yahoo.com>
Sent: Tuesday, November 17, 2020 7:50 AM
To: Walton, Shamann (BOS) <shamann.walton@sfgov.org>
Cc: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Subject: I am an essential city worker and I demand you reject the POA contract

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

Dear Supervisor Walton,

My name is Wendy Hamilton. I'm an essential city worker and I live in District 10. I would appreciate your support of city workers by rejecting the Police Officers Association contract today.

Sincerely,
Wendy Hamilton

wendy_hamilton@yahoo.com (415) 410-5123

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Reject San Francisco Police Officers Association Contract
Date: Tuesday, November 17, 2020 7:33:50 AM

From: Anna Krasner <krasner.anna@gmail.com>
Sent: Tuesday, November 17, 2020 7:30 AM
To: BOS-Supervisors <bos-supervisors@sfgov.org>
Subject: Reject San Francisco Police Officers Association Contract

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Hi Supervisors,

I'm Anna Krasner and I work in the city. It's come to my attention that you are to vote on the Mayor's SF POA contract, which will undermine city workers and gives raises to cops even as the mayor is threatening to layoff city workers. I am outraged to see this kind of bad-faith dealmaking at a time when essential workers are putting their lives on the line for us. Support city workers and reject this contract today!

Thank you,

Anna

From: [Board of Supervisors, \(BOS\)](#)
To: [BOS-Supervisors](#)
Cc: [Carroll, John \(BOS\)](#)
Subject: FW: Reject the POA Contract
Date: Tuesday, November 17, 2020 7:28:29 AM

From: Stardust Doherty <stardust@willdoherty.org>
Sent: Tuesday, November 17, 2020 7:15 AM
To: Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative_aides@sfgov.org>; emergency@protectsfworkers.com
Cc: Stardust <stardust@willdoherty.org>
Subject: Reject the POA Contract

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

Hi Supervisors,

I'm appalled at the deal secretly negotiated by Mayor Breed with the POA.

It unfairly raises salaries at a time when other city workers are facing cuts.

And it unfairly ties future raises of other city workers to police officer raises.

Please reject the POA Contract as currently proposed.

Sincerely,

Stardust Doherty
San Francisco

From: [Emergency](#)
To: [Carroll, John \(BOS\)](#)
Subject: The Board of Supervisors is VOTING TO THREATEN OUR RAISES TODAY. We need to send this email by 2PM.
Date: Tuesday, November 17, 2020 6:21:22 AM

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

At 2PM the Board of Supervisors is voting on whether to approve a San Francisco Police Officers Association contract that will UNDERMINE all workers represented by the Labor Council.

As city workers we each have **THOUSANDS OF DOLLARS** on the line in future raises.

Some of the unions this includes:

- SEIU
- IFPTE
- TWU
- AFT
- SFFFL
- Laborers International Union

For a full list: <https://sflaborcouncil.org/about-us/affiliates/>

The mayor negotiated a VERY BAD deal with the Police Officers Association behind closed doors. This deal:

- Gives police officers (who make \$190k in total salary+benefits) two additional years of raises (at the same time the mayor is threatening to layoff city workers like us)
- Inserts a parity clause, which handcuffs essential city workers to police officers. If city worker unions get raises, then the police get gifted the exact same raises. This makes it much harder for our unions to negotiate for raises in the future.
- Prevents much needed reforms to the Police Officers Association through 2023.

TODAY (TUESDAY) AT 2PM, the Board of Supervisors is deciding whether or not to approve this terrible contract. Several supervisors are on the fence and have not gone on record as to how they'll vote.

Email them to reject the contract **AS SOON AS POSSIBLE**.

Here's a template for the email:

Subject: I am an essential city worker and I demand you reject the POA contract

Hi Supervisors,

My name is **[YOUR NAME GOES HERE]** and I'm a member of **[YOUR UNION GOES HERE]**. I'm an essential city worker and I demand that you support city workers and reject the Police Officers Association contract today.

Sincerely,
[YOUR NAME GOES HERE]

Here are the email addresses to send it to:

MayorLondonBreed@sfgov.org,
Sandra.Fewer@sfgov.org,
Catherine.Stefani@sfgov.org,
Aaron.Peskin@sfgov.org,
Gordon.Mar@sfgov.org,
Dean.Preston@sfgov.org,
Norman.Yee@sfgov.org,
Rafael.Mandelman@sfgov.org,
Hillary.Ronen@sfgov.org,
Shamann.Walton@sfgov.org,
Ahsha.Safai@sfgov.org,
Matt.Haney@sfgov.org,
BoS-Supervisors@sfgov.org,
BoS-Legislative_Aides@sfgov.org
emergency@protectsfworkers.com

You can read more about this bad contract here:

- <https://48hills.org/2020/11/supes-to-vote-on-cops-contract-as-new-records-show-history-of-blocking-refor/>
- <https://www.sfexaminer.com/opinion/proposed-changes-to-the-police-union-contract-would-add-insult-to-injury-for-community-members/>
- <https://missionlocal.org/2020/11/will-san-francisco-have-the-guts-to-limit-police-union-power-well-soon-find-out/>

From: [Somera, Alisa \(BOS\)](#)
To: [BOS Legislation, \(BOS\)](#); [Carroll, John \(BOS\)](#)
Subject: FW: November's "Prop. E," Minimum Sworn Officer Mandate in City Charter vs. POA Contract Extension — Testimony on Agenda Item #19, MOU and Settlement of Grievances –
Date: Monday, November 16, 2020 3:01:04 PM
Attachments: [Testimony to Board of Supes POA Contract Extension 20-11-17.pdf](#)
[Testimony to Board of Supes POA Contract Extension 20-11-17.pdf](#)

Please ensure this is attached to Legistar for the POA MOU item on tomorrow's agenda. Thank you!

Alisa Somera

Legislative Deputy Director
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
415.554.7711 direct | 415.554.5163 fax
alisa.somera@sfgov.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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**From:** Calvillo, Angela (BOS) <[angela.calvillo@sfgov.org](mailto:angela.calvillo@sfgov.org)>  
**Sent:** Monday, November 16, 2020 2:57 PM  
**To:** Somera, Alisa (BOS) <[alisa.somera@sfgov.org](mailto:alisa.somera@sfgov.org)>  
**Subject:** FW: November's "Prop. E," Minimum Sworn Officer Mandate in City Charter vs. POA Contract Extension — Testimony on Agenda Item #19, MOU and Settlement of Grievances –

---

**From:** pmonette-shaw <[pmonette-shaw@earthlink.net](mailto:pmonette-shaw@earthlink.net)>

**Sent:** Monday, November 16, 2020 2:15 PM

**To:** Yee, Norman (BOS) <[norman.yee@sfgov.org](mailto:norman.yee@sfgov.org)>; Fewer, Sandra (BOS) <[sandra.fewer@sfgov.org](mailto:sandra.fewer@sfgov.org)>; Stefani, Catherine (BOS) <[catherine.stefani@sfgov.org](mailto:catherine.stefani@sfgov.org)>; Peskin, Aaron (BOS) <[aaron.peskin@sfgov.org](mailto:aaron.peskin@sfgov.org)>; Mar, Gordon (BOS) <[gordon.mar@sfgov.org](mailto:gordon.mar@sfgov.org)>; Preston, Dean (BOS) <[dean.preston@sfgov.org](mailto:dean.preston@sfgov.org)>; Haney, Matt (BOS) <[matt.haney@sfgov.org](mailto:matt.haney@sfgov.org)>; Mandelman, Rafael (BOS) <[rafael.mandelman@sfgov.org](mailto:rafael.mandelman@sfgov.org)>; Ronen, Hillary <[hillary.ronen@sfgov.org](mailto:hillary.ronen@sfgov.org)>; Walton, Shamann (BOS) <[shamann.walton@sfgov.org](mailto:shamann.walton@sfgov.org)>; Safai, Ahsha (BOS) <[ahsha.safai@sfgov.org](mailto:ahsha.safai@sfgov.org)>

**Cc:** Calvillo, Angela (BOS) <[angela.calvillo@sfgov.org](mailto:angela.calvillo@sfgov.org)>; Yu, Angelina (BOS) <[angelina.yu@sfgov.org](mailto:angelina.yu@sfgov.org)>; Fregosi, Ian (BOS) <[ian.fregosi@sfgov.org](mailto:ian.fregosi@sfgov.org)>; Boilard, Chelsea (BOS) <[chelsea.boilard@sfgov.org](mailto:chelsea.boilard@sfgov.org)>; Herzstein, Daniel (BOS) <[daniel.herzstein@sfgov.org](mailto:daniel.herzstein@sfgov.org)>; Bennett, Samuel (BOS) <[samuel.bennett@sfgov.org](mailto:samuel.bennett@sfgov.org)>; Mullan, Andrew (BOS) <[andrew.mullan@sfgov.org](mailto:andrew.mullan@sfgov.org)>; Falzon, Frankie (BOS) <[frankie.falzon@sfgov.org](mailto:frankie.falzon@sfgov.org)>; Angulo, Sunny (BOS) <[sunny.angulo@sfgov.org](mailto:sunny.angulo@sfgov.org)>; Hepner, Lee (BOS) <[lee.hepner@sfgov.org](mailto:lee.hepner@sfgov.org)>; Yan, Calvin (BOS) <[calvin.yan@sfgov.org](mailto:calvin.yan@sfgov.org)>; Souza, Sarah (BOS) <[sarah.s.souza@sfgov.org](mailto:sarah.s.souza@sfgov.org)>; Quan, Daisy (BOS) <[daisy.quan@sfgov.org](mailto:daisy.quan@sfgov.org)>; Wong, Alan (BOS) <[alan.wong1@sfgov.org](mailto:alan.wong1@sfgov.org)>; Wright, Edward (BOS) <[edward.w.wright@sfgov.org](mailto:edward.w.wright@sfgov.org)>; RivamonteMesa, Abigail (BOS) <[abigail.rivamontemesa@sfgov.org](mailto:abigail.rivamontemesa@sfgov.org)>; Mcdonald, Courtney (BOS) <[courtney.mcdonald@sfgov.org](mailto:courtney.mcdonald@sfgov.org)>; Mahogany, Honey (BOS) <[honey.mahogany@sfgov.org](mailto:honey.mahogany@sfgov.org)>; Zou, Han (BOS) <[han.zou@sfgov.org](mailto:han.zou@sfgov.org)>; Low, Jen (BOS) <[jen.low@sfgov.org](mailto:jen.low@sfgov.org)>; Maybaum, Erica (BOS) <[erica.maybaum@sfgov.org](mailto:erica.maybaum@sfgov.org)>; Vejby, Caitlin (BOS) <[caitlin.vejby@sfgov.org](mailto:caitlin.vejby@sfgov.org)>; Smeallie, Kyle (BOS) <[kyle.smeallie@sfgov.org](mailto:kyle.smeallie@sfgov.org)>; Temprano, Tom (BOS) <[tom.temprano@sfgov.org](mailto:tom.temprano@sfgov.org)>; Mundy, Erin (BOS) <[erin.mundy@sfgov.org](mailto:erin.mundy@sfgov.org)>; Adkins, Joe (BOS) <[joe.adkins@sfgov.org](mailto:joe.adkins@sfgov.org)>; Goossen, Carolyn (PDR) <[carolyn.goossen@sfgov.org](mailto:carolyn.goossen@sfgov.org)>; Monge, Paul (BOS) <[paul.monge@sfgov.org](mailto:paul.monge@sfgov.org)>; Beinart, Amy (BOS) <[amy.beinart@sfgov.org](mailto:amy.beinart@sfgov.org)>; Li-D9, Jennifer (BOS) <[jennifer.li-d9@sfgov.org](mailto:jennifer.li-d9@sfgov.org)>; Burch, Percy (BOS) <[percy.burch@sfgov.org](mailto:percy.burch@sfgov.org)>; Gallardo, Tracy (BOS) <[tracy.gallardo@sfgov.org](mailto:tracy.gallardo@sfgov.org)>; Gee, Natalie (BOS) <[natalie.gee@sfgov.org](mailto:natalie.gee@sfgov.org)>; Evans, Abe (BOS) <[abe.evans@sfgov.org](mailto:abe.evans@sfgov.org)>; Sandoval, Suhagey (BOS) <[suhagey.sandoval@sfgov.org](mailto:suhagey.sandoval@sfgov.org)>; Ho, Tim (BOS) <[tim.h.ho@sfgov.org](mailto:tim.h.ho@sfgov.org)>; Chinchilla, Monica (BOS) <[monica.chinchilla@sfgov.org](mailto:monica.chinchilla@sfgov.org)>; Smeallie, Kyle (BOS) <[kyle.smeallie@sfgov.org](mailto:kyle.smeallie@sfgov.org)>; Kilgore, Preston (BOS) <[preston.kilgore@sfgov.org](mailto:preston.kilgore@sfgov.org)>; [Avery.Yu@sfgov.org](mailto:Avery.Yu@sfgov.org)

**Subject:** November's "Prop. E , " Minimum Sworn Officer Mandate in City Charter vs. POA Contract Extension — Testimony on Agenda Item #19, MOU and Settlement of Grievances –

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**Patrick Monette-Shaw**

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975 Sutter Street, Apt. 6  
San Francisco, CA 94109  
Phone: (415) 292-6969 • e-mail:  
[pmonette-shaw@earthlink.net](mailto:pmonette-shaw@earthlink.net)

November 17, 2020

San Francisco Board of Supervisors

The Honorable Norman Yee, Board President  
The Honorable Sandra Lee Fewer, Supervisor, District 1

The Honorable Catherine Stefani, Supervisor, District 2  
The Honorable Aaron Peskin, Supervisor, District 3  
The Honorable Gordon Mar, Supervisor, District 4  
The Honorable Dean Preston, Supervisor, District 5  
The Honorable Matt Haney, Supervisor, District 6  
The Honorable Rafael Mandelman, Supervisor, District 8  
The Honorable Hillary Ronen, Supervisor, District 9  
The Honorable Shamann Walton, Supervisor, District 10  
The Honorable Ahsha Safai, Supervisor, District 11

1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Re:

**Testimony on Agenda Item #19, MOU and Settlement of Grievances – Police Officers Association**

Dear President Yee and Members of the Board of Supervisors,  
It would be wrong for the Board of Supervisors to sign off on a two-year contract extension with the POA, which has historically opposed reform measures, without obtaining any agreements to limit the organization's ability to stall or delay reforms by wrongly exercising "meet and confer" privileges. As you likely know, LaWanna Preston — formerly assigned to San Francisco's Human Resources Department — is now the Labor Relations Director at SFPD's headquarters. She was "promoted" to that newly-created position to improve meet-and-confer processes that sadly occur in complete secrecy. Preston has failed miserably to improve meaningful reforms of SFPD's meet-and-confer processes. Perhaps LaWanna's job at SFPD'S HQ — where she earned \$176,529 for the fiscal year ending on June 2020 — should be eliminated by sending her back to DHR!

On November 3, 2020 voters passed "Prop. E" to remove the "sworn officer" minimum staffing mandate wrongly set in stone in the City Charter decades ago. As I previously testified to the Board of Supervisors Government Audit and Oversight Committee on November 5, 2020 following passage of "Prop. E," it would be the height of hypocrisy for the Board of Supervisors to approve extending the POA's contract without provisions to address meet-and-confer reforms.

If the Board of Supervisors approves this two-year contract extension without any changes to SFPD's meet-and-confer process, the POA will likely continue to block implementation of reducing the number of sworn officers on SFPD's payroll, and civilianization of the police force for the next two years. since the POA had vigorously worked in secret behind the scenes to gut "Prop. E" and keep it off of the November ballot.

As I wrote recently, the minimum staffing level requiring 1,971 sworn officers at SFPD should never have been enshrined in the City Charter.

Efforts to right-size SFPD sworn officer staffing levels should not be viewed as "*defunding the police*," because Prop. "E" was introduced long before the defund-the-police movement began.

The City Controller's payroll database for the fiscal year ending June 30, 2020 revealed SFPD had 2,411 named sworn officers, (including Police Officers, Sergeants, Lieutenants, and Captains), fully 440 more than the minimum staffing of 1,971 mandated by the 1994 changes to City Charter.

However, converting the reported regular hours worked plus the overtime hours worked by all of those 2,411 named officers into so-called "*full-time equivalent*" (FTE) positions — via dividing the total hours worked across all officers by 2,080 hours (annual hours for one employee) — calculates to 2,605 sworn officer FTE's on the payroll, 634 more than the 1,971 mandated.

At a cost of \$155,000 annually for each officer's salary and fringe benefits, the excess 634 sworn officers may cost \$98.3 million more than the Charter requires.

Some time before 2009, Police Officers assigned to San Francisco's International Airport advocated for hiring community aides, in part to help prevent police officers from performing a variety of tasks that don't require the training and status of sworn peace officers.

Community Police Services Aides are paraprofessionals who perform a variety of police-related duties for the San Francisco Police Department, including directing traffic, issuing citations for parking violations, processing complaints, completing reports, assisting ill or injured citizens, and entering and retrieving information in computer systems, among other duties.

- There has been a 97.2% change increase in Community Police Services Aides, from 145 in 2009 to 286 in FY 2019–2020, and a 139.5% change increase in total pay (excluding fringe benefits).
- The aides cost \$22.2 million in FY 2019–2020, a 139.5% change increase of \$13 million across the ten-year period.

Why was there a massive doubling of Police Service Aides across the past decade?

It's thought the Charter mandates staffing requirements only for sworn police officers. Minimum staffing requirements for other professions — say, nurse-to-patient staffing ratios — are bargained over during labor contract negotiations, not set in the City Charter. Sworn officer staffing levels should be set by the Police Commission in collaboration with the Chief of Police. The Police Commission and the Board of Supervisors shouldn't be held prisoner to staffing requirements mandated in the Charter based on flawed and outdated 40-year-old data from the 1980's.

The Police Officers Association's current three-year contract was ratified in March 2018, two years after the U.S. Department of Justice issued a report in 2016 calling on SFPD to implement 272 recommendations for police reform. The POA has blocked those reforms. Only 69 reforms — 25.4% — have been implemented as of August 2020, four years after DOJ issued its report.

At a pace of implementing only one-quarter of the reforms every four years, will it take another dozen years to implement the remaining 203 reforms?

As it is, the POA's proposed MOU does not address either reducing the number of sworn officers on SFPD's payroll, or address implementing the long-overdue police reforms.

I strongly urge the full Board of Supervisors to **reject the extension of the POA's MOU**, and the award of \$359,614 to settle two grievances brought by the POA against the City.

Do the right thing: Reject the POA's MOU extension, now!

Respectfully submitted,

**Patrick Monette-Shaw**

*Columnist,*

*Westside Observer Newspaper*

cc: Angela Calvillo, Clerk of the Board

## **Patrick Monette-Shaw**

---

975 Sutter Street, Apt. 6  
San Francisco, CA 94109  
Phone: (415) 292-6969 • e-mail: [pmonette-shaw@earthlink.net](mailto:pmonette-shaw@earthlink.net)

November 17, 2020

San Francisco Board of Supervisors

The Honorable Norman Yee, Board President  
The Honorable Sandra Lee Fewer, Supervisor, District 1  
The Honorable Catherine Stefani, Supervisor, District 2  
The Honorable Aaron Peskin, Supervisor, District 3  
The Honorable Gordon Mar, Supervisor, District 4  
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The Honorable Matt Haney, Supervisor, District 6  
The Honorable Rafael Mandelman, Supervisor, District 8  
The Honorable Hillary Ronen, Supervisor, District 9  
The Honorable Shamann Walton, Supervisor, District 10  
The Honorable Ahsha Safai, Supervisor, District 11  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

**Re: Testimony on Agenda Item #19, MOU and Settlement of  
Grievances – Police Officers Association**

---

Dear President Yee and Members of the Board of Supervisors,

It would be wrong for the Board of Supervisors to sign off on a two-year contract extension with the POA, which has historically opposed reform measures, without obtaining any agreements to limit the organization's ability to stall or delay reforms by wrongly exercising "meet and confer" privileges.

As you likely know, LaWanna Preston — formerly assigned to San Francisco's Human Resources Department — is now the Labor Relations Director at SFPD's headquarters. She was "promoted" to that newly-created position to improve meet-and-confer processes that sadly occur in complete secrecy. Preston has failed miserably to improve meaningful reforms of SFPD's meet-and-confer processes. Perhaps LaWanna's job at SFPD'S HQ — where she earned \$176,529 for the fiscal year ending on June 2020 — should be eliminated by sending her back to DHR!

On November 3, 2020 voters passed "Prop. E" to remove the "sworn officer" minimum staffing mandate wrongly set in stone in the City Charter decades ago. As I previously testified to the Board of Supervisors Government Audit and Oversight Committee on November 5, 2020 following passage of "Prop. E," it would be the height of hypocrisy for the Board of Supervisors to approve extending the POA's contract without provisions to address meet-and-confer reforms.

If the Board of Supervisors approves this two-year contract extension without any changes to SFPD's meet-and-confer process, the POA will likely continue to block implementation of reducing the number of sworn officers on SFPD's payroll, and civilianization of the police force for the next two years. since the POA had vigorously worked in secret behind the scenes to gut "Prop. E" and keep it off of the November ballot.

As I wrote recently, the minimum staffing level requiring 1,971 sworn officers at SFPD should never have been enshrined in the City Charter.

Efforts to right-size SFPD sworn officer staffing levels should not be viewed as "*defunding the police*," because Prop. "E" was introduced long before the defund-the-police movement began.

The City Controller's payroll database for the fiscal year ending June 30, 2020 revealed SFPD had 2,411 named sworn officers, (including Police Officers, Sergeants, Lieutenants, and Captains), fully 440 more than the minimum staffing of 1,971 mandated by the 1994 changes to City Charter.

However, converting the reported regular hours worked plus the overtime hours worked by all of those 2,411 named officers into so-called "*full-time equivalent*" (FTE) positions — via dividing the total hours worked across all officers by

November 17, 2020

**Testimony on Agenda Item #19, MOU and Settlement of Grievances – Police Officers Association**

Page 2

2,080 hours (annual hours for one employee) — calculates to 2,605 sworn officer FTE's on the payroll, 634 more than the 1,971 mandated.

At a cost of \$155,000 annually for each officer's salary and fringe benefits, the excess 634 sworn officers may cost \$98.3 million more than the Charter requires.

Some time before 2009, Police Officers assigned to San Francisco's International Airport advocated for hiring community aides, in part to help prevent police officers from performing a variety of tasks that don't require the training and status of sworn peace officers.

Community Police Services Aides are paraprofessionals who perform a variety of police-related duties for the San Francisco Police Department, including directing traffic, issuing citations for parking violations, processing complaints, completing reports, assisting ill or injured citizens, and entering and retrieving information in computer systems, among other duties.

- There has been a 97.2% change increase in Community Police Services Aides, from 145 in 2009 to 286 in FY 2019–2020, and a 139.5% change increase in total pay (excluding fringe benefits).
- The aides cost \$22.2 million in FY 2019–2020, a 139.5% change increase of \$13 million across the ten-year period.

Why was there a massive doubling of Police Service Aides across the past decade?

It's thought the Charter mandates staffing requirements only for sworn police officers. Minimum staffing requirements for other professions — say, nurse-to-patient staffing ratios — are bargained over during labor contract negotiations, not set in the City Charter. Sworn officer staffing levels should be set by the Police Commission in collaboration with the Chief of Police. The Police Commission and the Board of Supervisors shouldn't be held prisoner to staffing requirements mandated in the Charter based on flawed and outdated 40-year-old data from the 1980's.

The Police Officers Association's current three-year contract was ratified in March 2018, two years after the U.S. Department of Justice issued a report in 2016 calling on SFPD to implement 272 recommendations for police reform. The POA has blocked those reforms. Only 69 reforms — 25.4% — have been implemented as of August 2020, four years after DOJ issued its report.

At a pace of implementing only one-quarter of the reforms every four years, will it take another dozen years to implement the remaining 203 reforms?

As it is, the POA's proposed MOU does not address either reducing the number of sworn officers on SFPD's payroll, or address implementing the long-overdue police reforms.

I strongly urge the full Board of Supervisors to **reject the extension of the POA's MOU**, and the award of \$359,614 to settle two grievances brought by the POA against the City.

Do the right thing: Reject the POA's MOU extension, now!

Respectfully submitted,

**Patrick Monette-Shaw**

*Columnist,*

*Westside Observer* Newspaper

cc: Angela Calvillo, Clerk of the Board



**From:** [Mishwa Lee](#)  
**To:** [Carroll, John \(BOS\)](#)  
**Subject:** Divert funding from SF Police.  
**Date:** Thursday, November 5, 2020 2:00:59 PM

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

The Government Accountability Commission & the Board of Supervisors have a great opportunity to address underfunded community mental health needs & provide resources to community programs to serve the needs of people of color & low or no income people who are unable to access options during mental health crisis.

This is not the time to sign a contract with the SFPOA that would raise police officers salaries thru 2023, with no accountability. I am concerned too that Mayor Breed negotiated this contract behind closed doors. Transfer funding from police to solid community based organizations that can better address the mental & physical health needs of our most vulnerable residents.

Thank you for your consideration of this important matter.

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#)  
**Cc:** [Carroll, John \(BOS\)](#)  
**Subject:** FW: Reject Police Union Contract Proposal  
**Date:** Thursday, November 5, 2020 10:41:06 AM

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**From:** Kylie Svenson <kyliesvensontherapy@gmail.com>

**Sent:** Thursday, November 5, 2020 10:31 AM

**To:** Breed, Mayor London (MYR) <mayorlondonbreed@sfgov.org>; 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>; 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>; Haney, Matt (BOS) <matt.haney@sfgov.org>; BOS-Supervisors <bos-supervisors@sfgov.org>; BOS-Legislative Aides <bos-legislative\_aides@sfgov.org>

**Subject:** Reject Police Union Contract Proposal

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

Hi my name is Kylie Svenson and I am a voter and engaged citizen living and working in San Francisco.

I am writing to demand public safety for all.

In the near term, this means that you MUST reject the contract agreement with the San Francisco Police Officers Association. Such an agreement only leads to further lack of police accountability by giving officers future pay raises without any compromises on police reform and without the negotiating power that the police union has used to hold up reform policies at the Police Commission. This poses a profound and continuing threat to public safety and especially to the safety of communities of color. Police officers have consistently and continuously demonstrated that they are unable to hold themselves accountable and can and will cross boundaries and cause harm if allowed to do so.

Nor should they be expected to hold themselves accountable - in no other governmental body would an organization be expected to - forgive the expression - police itself. This is an unfair and unreasonable expectation and we should EXPECT those so burdened to fail at this task.

Further, to defend our community's safety, we must defund SFPD in this year's budget cycle and redirect those funds to investments which make us ALL safe, including public health, housing, reparations for communities most targeted by policing and imprisonment such as Black, Indigenous, and People of Color, trans communities, and our unhoused neighbors.

Let me reiterate -- we demand that you vote to reject any budget that does not fire 200 officers THIS BUDGET CYCLE. You can still do this by introducing budget amendments to the budget that came out of the Budget and Appropriations Committee.

Those who tell us to wait are telling our most marginalized communities that their lives do not matter. That brutalization, suffering, and oppression does not deserve an urgent response. That equity and justice is not a right, but a privilege.

Police don't keep us safe. Police are crisis intervention, not preventative care, and preventative care are what keep communities safe and healthy. Do you support police officers? Great. Stop asking them to do the impossible job of being social worker, mental health clinician, community builder, and so much more; we are doing triage when we should be practicing preventative medicine so that the small (and completely reformed system and number) of police that remains can do the actual job that they are there to do: emergency medicine.

No police officer should have to respond to a call of a person in suicidal distress; they are not trained for this, and no amount of weekend retreat trainings will truly properly train them for this. But even deeper than this, no officer can address the issue that may have made the person suicidal in the first place: lack of resources to connect them to job training and work; lack of spaces to build healthy community; lack of physical and mental health care; lack of affordable and appropriate housing; lack of case managers to help them access these resources. And no police officer should want to be in the position of having to incarcerate someone for a petty crime committed out of desperation because a person lacks these resources.

American policing began with slave patrols. Modern day policing was a response to the rise of labor unions. Today, approximately 99% of SFPD calls for service are in response to non-violent issues. Most calls are related to public health, unhoused people, traffic/parking, and noise complaints.

Worse than that, police harm our communities.

When the police talk about "public safety", they're speaking in code. The word "public" is not referring to marginalized communities. It's not referring to Alex Nieto, Mario Woods, Jessica Williams, or Luis Góngora Pat. It's referring to the people the system of policing was designed for. The slave owner. The union buster. The wealthy homeowner.

This is reflected not just in the lived experiences of BIPOC, trans people, and unhoused people. It's also reflected in the numbers.

- Black San Franciscans make up only 5% of the city's population, but account for 40% of police searches, 54% of our jail population, and 40% of people killed by police.

- In the fourth quarter of 2019, 76% of all uses of force by SFPD were against people of color.

- In 2019, SFPD officers pointed a gun at San Franciscans an average of 2.4 times PER DAY. Only 14 of

the 868 incidents were in defense of self or others.

- After 4 years of DOJ mandated reforms, non-gun related SFPD uses of force have only decreased from 1,142 to 1,110.

Policing can't be reformed because it's working as intended.

SFPD is a violent, racist, and explicitly anti-Black institution. Cal DOJ and the SFPD's implicit bias trainer recently described the level of anti-Black bias in SFPD as "extreme." This presents a clear and imminent danger to our most marginalized communities. The first step towards public safety for all is disbanding SFPD and eliminating that danger.

Defunding SFPD is an act of harm reduction. It is just one step on the way towards achieving public safety for all. We can't be safe until EVERYONE has access to fundamental human rights -- housing, food, education, healthcare, opportunity.

DefundSFPDNow, a multi-racial campaign in San Francisco, has identified at least \$295 million in SFPD line item budget cuts as a step towards reducing the threat to public safety and reinvesting in solutions that begin building public safety.

What can you do as my elected official? Defund SFPD, reinvest in our communities, and reimagine the path to public safety that uplifts ALL San Franciscans by

Refusing to pass any budget that does not fire 200 officers or Sheriff's deputies

Leveraging the rights of Supervisors to amend the BUDGET that came out of Budget and Appropriations this cycle

Ensuring that more than \$120 million of budget cuts are reinvested back into predominantly Black communities

Ensuring that the city closes all jails in the Hall of Justice building and ends the use of holding cells there for all purposes, including short term or overnight stays.

We are not asking for chaos.

Chaos is responding to someone experiencing a mental health crisis with a gun and combat training instead of care and services.

Chaos is stopping a Black driver for a broken tail light to threaten and harass them instead of offering to replace the light.

Chaos is spending \$23 million a year on police units that criminalize poverty instead of providing housing and opportunity.

We are not asking for chaos. We are asking that you be reasonable.

Defund SFPD, Defund Sheriffs, refund our communities, and reimagine the path to public safety.

You will find that you may not be voted back into office otherwise. We are watching you. We care.  
We demand change.

Thank you for your time,

Kylie Svenson

Home address:  
300 Channel St, #8  
San Francisco, CA 94158

Svenson Psychoanalytic Therapy

Kylie Svenson, MSW, ACSW  
Work address:  
3663 Sacramento St  
San Francisco, CA 94118  
(415) 938-8434  
pronouns: she/hers

Offering DBT, trauma-informed parts work, and psychoanalytic therapy in San Francisco  
[kyliesvensonpsychotherapy.com](http://kyliesvensonpsychotherapy.com)

**From:** [Calvillo, Angela \(BOS\)](#)  
**To:** [Citizens United](#)  
**Cc:** [Board of Supervisors \(BOS\)](#); [Cityattorney](#); [SAgarwal@aclunc.org](#); [Peskin, Aaron \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [asoltani@aclunc.org](#); [dsnyder@firstamendmentcoalition.org](#); [dwrizk@gmail.com](#); [Mar, Gordon \(BOS\)](#); [Carroll, John \(BOS\)](#); [Marstaff \(BOS\)](#); [Haney, Matt \(BOS\)](#); [organizing@aclunc.org](#); [SOTF \(BOS\)](#)  
**Subject:** FW: DRAFT EMAIL - Concerned Citizens  
**Date:** Thursday, November 5, 2020 9:59:14 AM  
**Attachments:** [Re URGENT Update Agenda for 1105 GAO meeting Violation of Admin Code 67.7.msg](#)  
[Re URGENT Update Agenda for 1105 GAO meeting Violation of Admin Code 67.7.msg](#)

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Hello Mylon and CCUSF members

I am in receipt of your attached emails with concerns regarding today's posted agenda for the Government Audit and Oversight Committee.

I understand there may be concerns regarding how the Police MOU and Settlement Ordinance (File No. 201050) was agendized since it was placed under information indicating a motion to convene in Closed Session on this matter *may* occur. The Closed Session information is listed to provide the GAO Committee the option to convene in Closed Session on confidential matters associated with this legislation, but any matter listed on a Committee agenda is required to have a hearing and public comment taken. The Closed Session information posted above this matter on the agenda indicates that a Closed Session is possible, but that would never negate the requirement to take public comment on an item being heard in Committee. And even if a matter is discussed in Closed Session, the matter is still called in open session and public comment taken. There is never an instance when public comment is not taken on every item on a Committee agenda.

If there are individuals who may be interested in educating themselves on what to expect in order to participate, we would be happy to discuss further with them. Members of the public are encouraged to virtually stop by and visit my staff and I during "virtual" office hours on Mondays (3:00-5:00 p.m.) or Fridays (1:00-3:00 p.m.) to ask questions or get informed. You can find the link to the latest office hours at the top of our front webpage ([www.sfbos.org](http://www.sfbos.org)).

Thank you for your interest and please let me know if I can be of further assistance.

Angela Calvillo  
Clerk of the Board

**From:** [Calvin Quick \(SFYC\)](#)  
**To:** [Carroll, John \(BOS\)](#)  
**Subject:** POA MOU Renegotiation - YC Testimony  
**Date:** Thursday, November 5, 2020 2:56:49 PM  
**Attachments:** [YC Letter Opposing the POA Contract.pdf](#)

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Hi Mr Carroll,

I believe my connection cut out while I was giving public comment on the POA contract today-- for the record, the attached letter is a reflection of the Youth Commissions comments on File No. 201050.

Best,

-Calvin

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**Calvin Quick** | *he/him/his*  
Youth Commissioner, District 5  
Legislative Affairs Officer (LAO)  
San Francisco Youth Commission  
[calvin@quickstonian.com](mailto:calvin@quickstonian.com) | 1(415) 521-9126  
<https://sfgov.org/youthcommission/>

November 3, 2020

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

**RE: Youth Commission Opposes Approval of the City's Renegotiated Memorandum of Understanding with the Police Officers' Association**

Dear Supervisors,

The Youth Commission opposes approval of the City's renegotiated Memorandum of Understanding (MOU) with the Police Officers' Association (POA), contained in File No. 201050 and scheduled to be heard at the Board of Supervisors' Government Audit and Oversight (GAO) Committee this Thursday, November 5, 2020.

The Youth Commission has a long history of supporting transformative justice and divestment from policing as a means of public safety, most recently urging the City to cut the San Francisco Police Department (SFPD) budget by 50% in fiscal years 2020-21 and 2021-22 and reinvest in community programs, particularly in Black and Brown communities most impacted by police violence. Beyond this, the Youth Commission has participated in community-led initiatives to close the seismically unsafe and unhygienic County Jail #4 and Youth Guidance Center (also known as Juvenile Hall), as well as urging more transparency and accountability in police use of force. We find that allowing this MOU to pass is fundamentally in conflict with our values: values of community, respect, and justice for all.

Following a presentation from community partners, the Youth Commission voted unanimously on November 2, 2020 to oppose this renegotiated MOU with the POA. In doing so, the Youth Commission recognizes the following:

- 1) The City only cut the SFPD budget this last budget season by approximately 6%, despite historic protests against policing and almost continuous public input, including via the Youth Commission, in favor of more substantial cuts, including staffing cuts. The POA's MOU with the City was cited as a reason for not cutting the SFPD budget further.
- 2) The current MOU is set to expire in 2021, which would allow for an open, transparent, and community-led process to guide contract negotiations with the POA, in alignment with a growing nationwide and local movement for transparency in how policing policy and contracts are set. However, the renegotiated MOU does not expire until 2023, a mayoral election year when the POA could have undue political influence over contract negotiations. This contract extension also locks in existing regressive and problematic processes limiting the City's ability to implement harm-reduction reforms (see the Bar Association of San Francisco's [letter](#)).
- 3) The renegotiated MOU also gives police an additional 6% in raises over the contract period and adds a parity clause giving the police further raises if more than 50% of City workers receive independent raises. This is ridiculous given that the police are already some of the highest paid public employees in San Francisco, with entry-level officers



November 3, 2020

being paid approximately \$30,000 more per year than the average first-year teacher. At a time when City officials are raising the prospect of lay-offs due to the current economic crisis related to the Covid-19 pandemic, this MOU amendment unnecessarily burdens the City's budget in upcoming fiscal years.

- 4) Finally, this MOU amendment was negotiated behind closed doors, without any public input, in flagrant disregard to public interest in ensuring justice for victims of police violence.

All around, this renegotiated MOU does not align, nor did it attempt to align, with the demands of the Youth Commission and many community organizations that contract negotiations happen in public, and that the City stand up to the POA's bully tactics and actually push for meaningful changes to the MOU's structure, especially around how the City's conducts meet and confer negotiations with the POA.

Just as the role of the Youth Commission is not to simply rubber-stamp the Board of Supervisors' legislative proposals, but to represent and advocate for the interests of San Francisco's youth, so it is incumbent on the Board of Supervisors to not simply rubber-stamp this bad contract, but to act in the interests of its constituents, particularly those from Black and Brown communities targeted by police violence. The Youth Commission therefore urges the Board to reject the City's renegotiated MOU with the POA, and to engage in transparent and accessible community input processes to determine the City's demands in all future negotiations with the POA.

Sincerely,

Nora Hylton, Youth Commission Chair

Calvin Quick, Youth Commission Legislative Affairs Officer

**From:** [Adrienne Fong](#)  
**To:** [Carroll, John \(BOS\)](#); [Haney, Matt \(BOS\)](#); [Mar, Gordon \(BOS\)](#); [Preston, Dean \(BOS\)](#); [Ronen, Hillary](#); [Stefani, Catherine \(BOS\)](#); [Yee, Norman \(BOS\)](#); [MandelmanStaff, JBOS](#); [Peskin, Aaron \(BOS\)](#); [Fewer, Sandra \(BOS\)](#); [Safai, Ahsha \(BOS\)](#); [Walton, Shamann \(BOS\)](#)  
**Subject:** Nov. 5th, SF Government Audit & Oversight Cmte. meeting / SF BOS - re SFPOA Contract  
**Date:** Thursday, November 5, 2020 9:58:37 AM

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

**To:** All the San Francisco Board of Supervisors  
And  
The San Francisco Government Audit and Oversight Committee

**From:** Adrienne Fong (afong@jps.net)  
750 Presidio Ave., #207  
SF

**RE:** San Francisco Police Officers Association Contract

Am writing to you regarding item 13 on the agenda, out of concern of the SF Police Officers Associations Contract and the **LACK of TRANSPARENCY** between that organization, Mayor Breed's office, and the Department of Human Resources.

I ask that you look into how this contract came about and the deceit behind it and how this is not helping San Franciscans. The contract is contributing to San Franciscans mistrust of the Board of Supervisors and other SF governmental agencies.

- A hearing needs to be held regarding DHR's actions, the community needs to be involved in the process – not just a few chosen organizations and people.

- The mayor's office also needs to be held accountable to its role in these negotiations with the POA.

- The proposed POA perpetuates the racist, status quo. It gives SFPD two additional years of raises and offers no policy concessions to prevent officers from killing yet another person.

It also adds a parity clause, which gives the POA any additional benefits earned by the city workers that actually create public safety like nurses, teachers, and other essential workers. This

fuels the mis-trust of the SFPD – POA and SF governmental offices (which includes SF Supervisors)

- This past summer thousands of San Franciscans of all ages – especially young people took to the streets demanding that SFPD be DEFUNDED. The existing way the POA

has defended police officers who use 'excessive force' and have killed people in our communities – especially in Black and Brown communities is not promoting accountability  
not transparency and builds in more mistrust of the police.

All one has to do is stand in front of 850 Bryant St. (Hall of Justice) to hear some of the stories of people regarding SFPD's continued abuse.

This contract **Please REJECT this contract.** Thank you for your time.

Sincerely,  
Adrienne Fong

**From:** [Ciitzens United](#)  
**To:** [Board of Supervisors \(BOS\)](#); [Cityattorney](#); [SAgarwal@aclunc.org](#); [Peskin, Aaron \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Calvillo, Angela \(BOS\)](#); [asoltani@aclunc.org](#); [dsnyder@firstamendmentcoalition.org](#); [dwrizk@gmail.com](#); [Mar. Gordon \(BOS\)](#); [Carroll, John \(BOS\)](#); [Marstaff \(BOS\)](#); [Haney, Matt \(BOS\)](#); [organizing@aclunc.org](#); [SOTF \(BOS\)](#)  
**Subject:** Re: URGENT: Update Agenda for 11/05 GAO meeting [Violation of Admin Code 67.7]  
**Date:** Thursday, November 5, 2020 8:22:52 AM

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

Good morning,

I would like to bring your attention to the following description published last night in the SF Examiner:

“Mar said the discussion would be held in public despite the item appearing in the closed-session section of the agenda.”

At this point, we strongly encourage you to cancel the meeting as it is a clear and well-documented violation of the Brown act.

We would be open to a call to discuss as this would save us both time and resources moving forward.

Decisions/votes held in this meeting would be void and have to be heard again, delaying this even further than if you hold a properly noticed special meeting (if time is your concern).

Best,  
Mylon & CCUSF

On Wed, Nov 4, 2020 at 8:25 AM Ciitzens United <[concernedcitizensunitedsf@gmail.com](mailto:concernedcitizensunitedsf@gmail.com)> wrote:

Good morning,  
We are widening the scope of this notification once more.

Please let us know if you have a competing legal interpretation OR the City's plan for complying with the Brown act and/or Administrative code 67.7 as it relates to the improperly noticed agenda for the 11/05/2020 Government Audit & Oversight Committee (GAO) meeting.

Please be advised that we are seeking a response and resolution to this matter by 6:00 PM PST, November 4th, 2020.

We hope to resolve this matter amicably in advance of the November 5th GAO meeting. We hope the City prioritizes not only compliance, but also accessibility.

Best,  
Mylon & CCUSF

On Tue, Nov 3, 2020 at 3:39 PM Ciitzens United <[concernedcitizensunitedsf@gmail.com](mailto:concernedcitizensunitedsf@gmail.com)>

wrote:

In accordance with legal advice, we are adding in Supervisors Mar, Peskin, and Haney as well as Chair Mar's staff.

Please acknowledge receipt.

Best,  
Mylon & CCUSF

On Tue, Nov 3, 2020 at 11:10 AM Ciitzens United

<[concernedcitizensunitedsf@gmail.com](mailto:concernedcitizensunitedsf@gmail.com)> wrote:

Hello John, members of SOTF, and SFCAO,  
We hope you all are doing well during these trying times.

We wanted to indicate that **the posted agenda is a violation of [The San Francisco Administrative Code section 67.7](#), which specifies:**

"At least 72 hours before a regular meeting, a policy body shall post an agenda containing a meaningful description of each item of business to be transacted or discussed at the meeting"

Specifically,

"A description is meaningful if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item."

However, [the posted agenda](#) makes it appear that BOTH "adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA" and "approving settlement of two grievances filed by the POA against the City" will be heard in closed session, rather than in open session/public meeting.

***In fact, they are noticed as a single item, which furthers that interpretation.***

Therefore, if someone had interests affected by the SFPOA memorandum, then they would NOT understand that they have reason to attend the meeting because the SFPOA MOU hearing would not be discussed in the public meeting.

Furthermore, there is precedent for a clear & properly noticed agenda in which settlements and MOU discussions are heard separately as was done [in this agenda in 2018](#):

***Most importantly, it has already been empirically shown that this agenda is NOT understood by persons of average intelligence and education with affected interests as one that would give them reasons to attend the meeting to seek more information on the item as multiple members of the press, legal non-profits, and members of the public have reached out to Supervisors offices asking whether or not the SFPOA MOU will be discussed at the public meeting because this agenda does NOT convey that parties with affected interests have reason to attend the meeting. There are public records of this.***

***Therefore, this agenda is in violation of the Brown act AND/OR SF Administrative code 67.7.***

For reference, the current agenda states:

[Convene in Closed Session - Existing Litigation - City as Plaintiff and/or Defendant] Motion that the Government Audit and Oversight Committee of the Board of Supervisors convene in closed session with the City Attorney for the purpose of conferring with, or receiving advice from, the City Attorney regarding the following existing litigation and anticipated litigation. Administrative Code Section 67.10(d) permit this closed session. Discussion in open session concerning these matters would likely and unavoidably prejudice the position of the City in the pending lawsuits and claims listed below. After a closed session, if one occurs, the Committee shall adopt a motion either to disclose or not to disclose. [Memorandum of Understanding and Settlement of Grievances - Police Officers Association] Sponsor: Mayor Ordinance adopting and implementing the Tentative Agreement between the City and County of San Francisco and the San Francisco Police Officers Association ("POA"), including: (1) adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA, to defer wage increases currently set for FY2020-2021, amend the retention premium provisions, amend the 10B overtime provisions, extend the term by two years, and set wages for the additional term; and (2) approving settlement of two grievances filed by the POA against the City, for a not to exceed amount of \$359,613.87; the grievances were filed on March 25, 2020, and June 29, 2020, and involve compensation disputes under the Memorandum of Understanding.

If your interpretation of Administrative Code 67.7 differs, please provide an explanation.

**Otherwise, if you could please correct the agenda to be in compliance with Administrative code 67.7 (and/or the Brown act) and post it if sufficient time exists or reschedule the meeting, not only for the sake of compliance, but also for accessibility, that would be greatly appreciated.**

Please acknowledge receipt of this email.

Best,  
Mylon on behalf of CCUSF

**From:** [Board of Supervisors \(BOS\)](#)  
**To:** [BOS-Supervisors](#)  
**Cc:** [Carroll, John \(BOS\)](#)  
**Subject:** FW: Meet and Confer & SFPOA MOU (#201050), Item #13, Closed Session GAO Committee Meeting of November 5th  
**Date:** Wednesday, November 4, 2020 5:04:37 PM

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**From:** John Crew <johnmikecrew@gmail.com>

**Sent:** Wednesday, November 4, 2020 4:40 PM

**To:** Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Haney, Matt (BOS) <matt.haney@sfgov.org>

**Cc:** 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>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; Quan, Daisy (BOS) <daisy.quan@sfgov.org>; Elias, Cindy (POL) <cindy.elias@sfgov.org>; Taylor, Damali A. <dtaylor@omm.com>; John Hamasaki <john@hamasakilaw.com>; dionjaybrookter@gmail.com; maliacohen@boe.ca.gov; Petra DeJesus <petradejesus@comcast.net>; David Rizk <dwrizk@gmail.com>; Defund SFPD <defundsfpdnow@gmail.com>; SFPD, Commission (POL) <SFPD.Commission@sfgov.org>

**Subject:** Meet and Confer & SFPOA MOU (#201050), Item #13, Closed Session GAO Committee Meeting of November 5th

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

Supervisor Mar,

Thank you for calling for a hearing on the City's meet and confer practices with respect to the SFPOA during yesterday's full meeting of the Board of Supervisors. For that hearing to be productive, it must be held **before** the GAO Committee holds a full public hearing on the SFPOA contract and the full Board votes on the proposed deal.

#### **BEEN THERE, TRIED THAT -- DIDN'T WORK**

You were not on the Board at the time so perhaps you've not been informed by DHR or by the Mayor's Office but the hearing you described in your remarks yesterday, in fact, is the same sort of hearing the GAO Committee **already** held in conjunction **with the 2018 contract talks** with the SFPOA that I mentioned in my correspondence yesterday. GAO Committee member London Breed and her colleagues heard testimony from DHR, from the City Attorney's Office, the Chief of Police and from the public about the DHR's meet and confer practices with SFPOA in a hearing that featured particularly aggressive and pointed questioning on that topic from then-Supervisor and current Police Commissioner Malia Cohen. ( That hearing can be viewed here -- [https://sanfrancisco.granicus.com/MediaPlayer.php?view\\_id=11&clip\\_id=30081](https://sanfrancisco.granicus.com/MediaPlayer.php?view_id=11&clip_id=30081) .)

In fact, it was that hearing that led the City to demand that, in exchange for pay raises, the SFPOA contractually waive any right to impasse arbitration on USDOJ COPS reform topics. DHR later described this as an "essential objective" of the City for the SFPOA contract. Why? Because it's partly the threat of arbitration -- and the threat of SFPOA grievances or litigation over whether something is a mandatory subject of bargaining under state law (triggering their arbitration rights under the contract and the charter) -- that causes DHR to needlessly engage in, or needlessly extend, meet and confer talks on important reform topics. The waiver in the contract, fairly bargained in exchange for pay raises, would go a long way towards solving that problem.

If the GAO Committee and Board needlessly approves the proposed new "no reform" SFPOA deal guaranteeing two more 3% pay raises (which will cost **far more** in the long run than the short-term cost savings from the deferral of the 1% and 2% pay raises currently due in FY 2020/21) **without** addressing the meet and confer problem, it will be forfeiting all the leverage it has by rewarding the SFPOA's continued resistance to reform with new, fully-unconditional (in the non-economic, reform sense) pay raises. **It will be literally guaranteeing -- contractually -- that the extreme meet and confer delays very thoroughly documented by the Bar Association of San Francisco (BASf) will continue for at least an additional two years.**

( <https://sfgov.org/policecommission/sites/default/files/Documents/PoliceCommission/Oct%2022%20BASf%20ltr%20re%20SFPOA%20MC%20-%20Final%20-%20Signed.pdf> )

DHR knows that. The members of the 2018 GAO Committee, including Supervisor Breed, and the full Board knew that after that hearing. The public knew that too. We explained the problem and laid out the solution in an op ed published in advance of the hearing.

(<https://www.sfchronicle.com/opinion/openforum/article/No-pay-raise-for-SFPD-without-reform-12753915.php> ) In the wake of that

hearing, a broad-based community and legal coalition organized under the banner of #NoJusticeNoDeal demanded that the City include this much-needed contract provision in what they were seeking from the SFPOA in exchange for pay raises.

([https://drive.google.com/file/d/1RsH-ridjhtW56aEhyR89smBPD6WlQ4Ef/view?fbclid=IwAR1zWfUOZEckZh8hA\\_APE5aEAkQ1r-lqUTgE6rKHV0eA\\_4JxKHIXyXYGfw](https://drive.google.com/file/d/1RsH-ridjhtW56aEhyR89smBPD6WlQ4Ef/view?fbclid=IwAR1zWfUOZEckZh8hA_APE5aEAkQ1r-lqUTgE6rKHV0eA_4JxKHIXyXYGfw) .) A petition supporting the demand quickly garnered more than 1,000 signatures.

([https://campaigns.organizefor.org/petitions/nojusticenodeal?bucket&source=facebook-share-](https://campaigns.organizefor.org/petitions/nojusticenodeal?bucket&source=facebook-share-button&time=1517936018&fbclid=IwAR0FshpltKPwhxvjrt9UNiEbckZHUUJNFD-wMDCexTpeZG7IH8tpxfw1c)

[button&time=1517936018&fbclid=IwAR0FshpltKPwhxvjrt9UNiEbckZHUUJNFD-wMDCexTpeZG7IH8tpxfw1c](https://campaigns.organizefor.org/petitions/nojusticenodeal?bucket&source=facebook-share-button&time=1517936018&fbclid=IwAR0FshpltKPwhxvjrt9UNiEbckZHUUJNFD-wMDCexTpeZG7IH8tpxfw1c) ). And, within two weeks, the City embraced the proposal and put it on the bargaining table in their talks with the SFPOA. (<https://www.sfexaminer.com/news/sf-seeks-to-expedite-police-reform-with-new-contract-proposal/> )

## **ABANDONING POLICE REFORM AS A GOAL**

Yet, Mayor Breed in 2020 has **reversed** the position she took as Supervisor Breed in 2018 and this time, her DHR -- (unlike Interim Mayor Mark Farrell's DHR) -- apparently didn't even **ask** for this or any other reform-related concession in exchange for costly future pay raises guaranteed in the midst of the extreme fiscal crisis caused by the pandemic. Why is the City offering a "something for nothing" deal to the SFPOA while simultaneously **claiming** to want to quicken the pace on SFPD reform? Why would the Board approve **this** clunker of a deal without far more public scrutiny and appropriate skepticism? And, why would the Board hold **another** hearing on the meet and confer problem only **after** needlessly agreeing to a deal that -- **according to the City's own prior positions** -- would deeply compromise the ability to effectively address it?

Don't get me wrong. I'm a fan of the Board's oversight hearings and the enactment of non-binding resolutions calling for various actions. But when those steps **have already been tried** and failed previously to produce necessary changes -- and the Board has a golden opportunity (like it has here with the SFPOA contract) to actually **solve** a problem that has already been thoroughly documented and explored in **prior** hearings -- it must act. Failing to do so is tantamount to declaring the problem just not important enough to solve.

In 2018 -- in a **very** different fiscal environment -- the SFPOA turned down the City's contractual demand for the USDOJ COPS meet and confer / impasse arbitration waiver and took their shot at winning three 4% pay raises from an independent arbitrator. The City countered by offering three 3% pay raises tied to the reform proposal. The arbitrator ended up splitting the difference declining to impose the reform proposal but awarding only the lower pay raise. Among other things, the arbitrator cited the "impassioned and persuasive testimony" from the members of the #NoJusticeNoDeal Coalition at the public arbitration hearing who'd argued that the value to the City of the police services being purchased under the contract would be considerably less if the SFPOA was not prevented from continuing to block and delay reforms. (Arbitration Award, *In the Matter of an Interest Arbitration Between CCSF and SFPOA*, page 19.) In short, we are paying very top dollar for a modern, professional, reformed, as non-violent and anti-racist as possible police department. We're **still** not getting anything close to that with our now \$700 million a year investment in SFPD (with most of **that** going to wages and benefits set by the SFPOA contract). We have a right to contractually insist -- if the SFPOA **still** wants **more** pay raises year after year after year -- that the union finally put an end to its obstruction of what the public overwhelmingly wants.

## **THE CITY HAS LEVERAGE -- WHY NOT USE IT?**

That was the common sense argument then and it's the same damn argument now when the City (unfortunately) is in a **much** better bargaining position with respect to the SFPOA because of the fiscal crisis. They know that, should the Board send DHR back the bargaining table by withholding its approval of this deeply-flawed proposed deal -- negotiated without public or Police Commission input -- and the SFPOA continues to resist agreeing to now obviously necessary reform concessions, they will have a very difficult time convincing an arbitrator they must grant more pay raises to an already very well-compensated police force in the midst of the extreme fiscal uncertainty currently faced by San Francisco and other cities. The City has enormous leverage right now to finally limit the SFPOA's obstructionism and speed up the reform process. Why would it not at least **try** to use it?

Just three short months ago -- when the streets were still full of protestors outraged by government inaction in the face of very long-standing police violence and racism and while calls for massive defunding of the SFPD were still building -- all of the GAO Committee members and nine of eleven members of the full Board signed an op ed that stated plainly the problem that needs to be confronted locally:

"We declare that Black Lives Matter, and that justice must be done for the victims of police brutality and racism.

To transform policing in San Francisco, however, means recognizing the main obstacle, which is the San Francisco Police Officers Association."

The piece went on to detail the various ways the SFPOA has been blocking and delaying reforms including citing the meet and confer abuses detailed by BASF back in July (but that have nonetheless been inexplicably ignored in the "no reform" DHR-proposed deal for the SFPOA), and concluded with the simple exhortation that:

"(T)he POA must cease blocking reform measures."

(<https://www.sfexaminer.com/opinion/city-leaders-pledge-to-reject-sfpoa-support/> )

With all due respect and with genuine appreciation for your and your colleague's public service in very difficult times, those words will become empty and meaningless if the secretly-negotiated SFPOA deal is rubber-stamped without an appropriately-noticed, full public hearing and the opportunity to explore and pursue the many ways the SFPOA contract could be amended to address the already-faltering SFPD reform process which, to date, the SFPOA has been able to frustrate... just like they did with prior allegedly comprehensive SFPD reform efforts that have been tried too often before.



If other cities facing just as severe (if not worse) economic crises are using police union demands for pay raises to extract reform concessions, why not San Francisco?

If not now, when?

Sincerely,

John Crew  
(415) 793-4146

cc. Members, GAO Committee and Board of Supervisors  
Members, San Francisco Police Commission  
David Rizk, Bar Association of San Francisco  
DefundSFPDNow

**From:** [Defund SFPD](#)  
**To:** [Somera, Alisa \(BOS\)](#); [SOTF, \(BOS\)](#); [Carroll, John \(BOS\)](#); [Leger, Cheryl \(BOS\)](#); [Calvillo, Angela \(BOS\)](#)  
**Subject:** TIME SENSITIVE: 11/03 Brown act violations & establishing new procedures by 11/05  
**Date:** Wednesday, November 4, 2020 1:10:33 PM

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

Hi Angela, Alisa, and John,

We hope election week has not been too challenging for you all!

We would like to file a formal complaint and would like to understand the appropriate venue for doing so. **We also request the Board establish processes to prevent future first amendment /Brown act violations, especially that on 11/05.**

Yesterday, **we received reports of at least 5 members of the public who reached out and independently heard ~ “the host has lowered all hands.” Subsequently, the clerk indicated there were no more people in line and the meeting was promptly adjourned.**

This appears to be a violation of the Brown act.

In a previous meeting we have also received reports of people simply not being called on.

While we understand technology can present a challenge, yesterday appeared to be a clear intentional use of technology to “lower hands” and suppress speech.

**Our most urgent concern is to make sure there are processes in place to make sure this does not happen again--especially in tomorrow's 11/05 Government Audit and Oversight Committee.**

There is also an issue where sometimes a caller cannot lower or raise their hand at all and must call back-in.

We know you all are also committed to protecting free speech. With that we propose the following process:

- **Announce when there are 0 people left in the queue, but X listeners.**
- **Offer the explanation “there are 0 people left in the speaking queue. If you think you are in line to speak or would like to speak please dial \*3 until you hear your hand been raised. You may hear your hand has been lowered so be sure to dial \*3 until you hear your hand has been raised. “**
- **“If you are unable to hear that prompt, there are technical issues with WebEx and you must call back in. I will wait 80 seconds now to allow individuals to do so.”**
- I will now repeat this prompt again. ““there are 0 people left in the speaking queue. If you think you are in line to speak or would like to speak please push \*3 until you hear your hand been raised. You may hear your hand has been lowered so be sure to push \*3 until you hear your hand has been raised. If you are unable to hear that prompt, there are

technical issues and you must call back in. I will wait 80 seconds now to allow individuals to do so.”

- The 80 second timer has begun.
- Complete the call-in queue if any remains.”

If these meetings were occurring in person, a whole line of individuals would not simply be kicked out of the line. We hope you make every effort to have all voices heard and ensure that virtual meetings are not suppressing voices, especially during a pandemic.

We look forward to hearing your feedback on this proposal and appreciate your commitment to protecting the rights of all San Franciscans.

Sincerely,  
DefundSFPDNow

**From:** [Ciitzens United](#)  
**To:** [Board of Supervisors \(BOS\)](#); [Cityattorney](#); [SAgarwal@aclunc.org](#); [Peskin, Aaron \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Calvillo, Angela \(BOS\)](#); [asoltani@aclunc.org](#); [dsnyder@firstamendmentcoalition.org](#); [Mar, Gordon \(BOS\)](#); [Carroll, John \(BOS\)](#); [Marstaff \(BOS\)](#); [Haney, Matt \(BOS\)](#); [organizing@aclunc.org](#); [SOTF \(BOS\)](#)  
**Subject:** Re: URGENT: Update Agenda for 11/05 GAO meeting [Violation of Admin Code 67.7]  
**Date:** Wednesday, November 4, 2020 8:26:16 AM

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

Good morning,  
We are widening the scope of this notification once more.

Please let us know if you have a competing legal interpretation OR the City's plan for complying with the Brown act and/or Administrative code 67.7 as it relates to the improperly noticed agenda for the 11/05/2020 Government Audit & Oversight Committee (GAO) meeting.

Please be advised that we are seeking a response and resolution to this matter by 6:00 PM PST, November 4th, 2020.

We hope to resolve this matter amicably in advance of the November 5th GAO meeting. We hope the City prioritizes not only compliance, but also accessibility.

Best,  
Mylon & CCUSF

On Tue, Nov 3, 2020 at 3:39 PM Ciitzens United <[concernedcitizensunitedsf@gmail.com](mailto:concernedcitizensunitedsf@gmail.com)> wrote:

In accordance with legal advice, we are adding in Supervisors Mar, Peskin, and Haney as well as Chair Mar's staff.

Please acknowledge receipt.

Best,  
Mylon & CCUSF

On Tue, Nov 3, 2020 at 11:10 AM Ciitzens United <[concernedcitizensunitedsf@gmail.com](mailto:concernedcitizensunitedsf@gmail.com)> wrote:

Hello John, members of SOTF, and SFCAO,  
We hope you all are doing well during these trying times.

We wanted to indicate that **the posted agenda is a violation of [The San Francisco Administrative Code section 67.7](#), which specifies:**

"At least 72 hours before a regular meeting, a policy body shall post an agenda containing a meaningful description of each item of business to be transacted or discussed at the meeting"

Specifically,

"A description is meaningful if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting"

or seek more information on the item."

However, [the posted agenda](#) makes it appear that BOTH "adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA" and "approving settlement of two grievances filed by the POA against the City" will be heard in closed session, rather than in open session/public meeting.

***In fact, they are noticed as a single item, which furthers that interpretation.***

Therefore, if someone had interests affected by the SFPOA memorandum, then they would NOT understand that they have reason to attend the meeting because the SFPOA MOU hearing would not be discussed in the public meeting.

Furthermore, there is precedent for a clear & properly noticed agenda in which settlements and MOU discussions are heard separately as was done [in this agenda in 2018](#):

***Most importantly, it has already been empirically shown that this agenda is NOT understood by persons of average intelligence and education with affected interests as one that would give them reasons to attend the meeting to seek more information on the item as multiple members of the press, legal non-profits, and members of the public have reached out to Supervisors offices asking whether or not the SFPOA MOU will be discussed at the public meeting because this agenda does NOT convey that parties with affected interests have reason to attend the meeting. There are public records of this.***

***Therefore, this agenda is in violation of the Brown act AND/OR SF Administrative code 67.7.***

For reference, the current agenda states:

[Convene in Closed Session - Existing Litigation - City as Plaintiff and/or Defendant]  
Motion that the Government Audit and Oversight Committee of the Board of Supervisors convene in closed session with the City Attorney for the purpose of conferring with, or receiving advice from, the City Attorney regarding the following existing litigation and anticipated litigation. Administrative Code Section 67.10(d) permit this closed session. Discussion in open session concerning these matters would likely and unavoidably prejudice the position of the City in the pending lawsuits and claims listed below. After a closed session, if one occurs, the Committee shall adopt a motion either to disclose or not to disclose. [Memorandum of Understanding and Settlement of Grievances - Police Officers Association] Sponsor: Mayor Ordinance adopting and implementing the Tentative Agreement between the City and County of San Francisco and the San Francisco Police Officers Association ("POA"), including: (1) adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA, to defer wage increases currently set for FY2020-2021, amend the retention premium provisions, amend the 10B overtime provisions, extend the term by two years, and set wages for the additional term; and (2) approving settlement of two grievances filed by the POA against the City, for a not to exceed amount of \$359,613.87; the grievances were filed on March 25, 2020, and June 29, 2020, and involve compensation disputes under the Memorandum of Understanding.

If your interpretation of Administrative Code 67.7 differs, please provide an explanation.

Otherwise, **if you could please correct the agenda to be in compliance with Administrative code 67.7 (and/or the Brown act) and post it if sufficient time exists or reschedule the meeting, not only for the sake of compliance, but also for accessibility,** that would be greatly appreciated.

Please acknowledge receipt of this email.

Best,  
Mylon on behalf of CCUSF

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#)  
**Cc:** [Carroll, John \(BOS\)](#)  
**Subject:** FW: Reject SFPD contract with SFPOA (File No. 201050)  
**Date:** Tuesday, November 3, 2020 5:09:52 PM

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**From:** Iris Biblowitz <irisbiblowitz@hotmail.com>  
**Sent:** Tuesday, November 3, 2020 12:40 PM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>  
**Subject:** Reject SFPD contract with SFPOA

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

Dear Supervisors - In the midst of strong community movements fighting racism and police violence, San Francisco seems to be going in the wrong direction. The proposed contract that the city (DHR) negotiated in private, without public comment or any transparency, with the SFPOA, rewards SFPD financially with raises for two years but asks them for no accountability, no increased reforms for the safety of the community (especially communities of color). In Chicago, negotiations with their police fraternity is combined with 40 disciplinary reforms, transparency, and public comment.

The traumatic history of SFPD's murder of (mostly) young people of color, including Cesar Vargas last month, points to the urgent need to reject the current proposal and start over, with a strong light on transparency, accountability, and community involvement, and against racism and violence in their action in the community

Thank you - Iris Biblowitz, RN

From: [Board of Supervisors \(BOS\)](#)  
To: [BOS-Supervisors](#)  
Cc: [Candice Jones \(BOS\)](#)  
Subject: FW: Inadequate public notice -- SFPOA MOU (#201050), Item #13, Closed Session GAO Committee Meeting of November 5th  
Date: Tuesday, November 3, 2020 4:12:37 PM

From: John Crew <johnmikecrew@gmail.com>

Sent: Tuesday, November 3, 2020 3:27 PM

To: Mar, Gordon (BOS) <gordon.mar@sfgov.org>

Cc: Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Haney, Matt (BOS) <matt.haney@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>; Fewer, Sandra (BOS) <sandra.fewer@sfgov.org>; Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Safai, Asha (BOS) <asha.safai@sfgov.org>; Yee, Norman (BOS) <norman.yee@sfgov.org>; Board of Supervisors, (BOS) <board.supervisors@sfgov.org>;

Taylor, Damali A. <dtaylor@omm.com>; maliachen@boe.ca.gov; donjaybrookter@gmail.com; John Hamasaki <john@hamasaklaw.com>; Petra DeJesus <petradejesus@comcast.net>; Elias, Cindy (POL) <cindy.elias@sfgov.org>; SFPO, Commission (POL) <SFPO.Commission@sfgov.org>; David

Rizk <drizk@gmail.com>; Defund SFPO <defundsfponow@gmail.com>; Quan, Daisy (BOS) <daisy.quan@sfgov.org>; Angulo, Sunny (BOS) <sunny.angulo@sfgov.org>

Subject: Inadequate public notice -- SFPOA MOU (#201050), Item #13, Closed Session GAO Committee Meeting of November 5th

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

Supervisor Mar,

Thank you again for the conversation yesterday about the GAO Committee's consideration of the proposed SFPOA MOU on Thursday. I appreciate that you intend to hold at least some of the discussion in public, possibly ask questions of City representatives in public and accept public testimony but I remain very concerned that there has been no formal notice provided to the broader public and press about your intention.

I also have deep substantive concerns about the proposed deal, negotiated by DHR with the SFPOA entirely behind closed doors, with no public input or discussion -- (unlike in 2018 and contrary to various, current best practices recommendations for handling police union contracts) -- much less the active involvement of the Police Commission and the various stakeholders who have been engaged for years now in good faith efforts aimed at allegedly **collaborative** reform of the SFPO. I think DHR has struck a very bad proposed deal that, if approved, would facilitate and perpetuate the SFPOA's resistance to reform by awarding them two 3% annual pay raises costing the City more than \$22 million by FY 2022-23 -- (even **after** accounting for the short-term deferral of raises due under their current contract) -- **without** addressing much-needed changes in the non-economic terms of the contract and instead locking those problematic provisions in place through mid-2023. I can detail those substantive concerns separately.

#### INADEQUATE NOTICE UNDER BROWN ACT & SUNSHINE ORDINANCE

For now, I think it's a bad idea to ignore the Brown Act and Sunshine Ordinance problems with how this item has been listed on the Committee's agenda. **If the opportunity for public consideration of the proposed SFPOA contract has not been adequately noticed, any action the Committee takes with respect to the contract is vulnerable to legal challenge.** Rather than possibly being forced to "do it over" later, the Committee should "do it right" now by making sure there is a full, clearly agendized, public consideration of the SFPOA contract just like your Committee will be doing with seven **other** proposed MOUs on its Thursday "regular agenda." There is no sound public policy reason for why the SFPOA proposed deal should be noticed **only** as a "closed session" item and there is certainly no legal necessity for proceeding on that basis.

Apparently, the SFPOA made its acceptance of the overall proposed contract contingent on the settlement of two relatively minor pay grievances that will cost the City \$360,000 to settle. That may justify a closed session discussion **on that narrow topic** but it does not obviate the need for an adequately-noticed public consideration of what the City is getting in return (if anything) for locking in \$22 million in pay increases for the SFPOA in FY 2022-23. Per the Controller's October 28th analysis, the combined new wage and benefit costs of all the MOUs in FY 2022-23 the Committee is poised to consider on Thursday is \$36 million, almost two-thirds of which comes from the proposed deal with the SFPOA. It makes no sense for the Committee to openly consider the other seven MOUs while noticing **only a closed session** discussion of the most expensive (and controversial) one for the SFPOA.

The Brown Act requires a brief general description of the agenda topic and potential action to be considered. The San Francisco Sunshine Ordinance requires a "meaningful description" that is --

"... is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item. The description should be brief, concise and written in plain, easily understood English."

(Administrative Code Section 67.7(b)). Seeing the Committee's agenda clearly listing the other seven MOUs under the "Regular Agenda" with the SFPOA MOU listed separately and only as the sole item under the closed session part of the agenda at the end explicitly under the "Litigation" & "Conference with City Attorney" section, I assumed there would be no "regular" -- as in public -- consideration of the SFPOA deal. I think most people of average intelligence and education would make the same assumption. I went to law school and have decades of experience in how San Francisco bodies notice items on their meeting agendas and how nearly always closed session items are handled -- namely with little if any public discussion. If I made that assumption from the agenda, it's reasonable to assume others would as well. In the last 35 years, I can't think of a single occasion where a Board committee or the Police Commission held a full public discussion with public officials and public testimony on an item that had only been listed only on a **closed session** agenda and described as a **legal settlement**. Not once. So while I appreciate that you intend to hold that sort of public discussion Thursday, the fact remains that a Brown Act / Sunshine Ordinance flaw in how an item is listed on an agenda can't be cured through individual conversations and the flaw will leave any action you take vulnerable to later legal challenge.

#### GOOD GOVERNMENT AND COLLABORATIVE POLICE REFORM REQUIRE FULL TRANSPARENCY

Beyond the flaw in the notice, I'm surprised that anyone -- the City Attorney's Office, DHR, whomever -- would think it appropriate for the Board to approve the expensive and controversial proposed deal with the SFPOA without any public consideration of it on the regular agenda of a Board committee -- especially when all the less expensive, apparently non-controversial MOUs for the other public employee unions are being handled in the normal, public, "regular agenda" fashion. Is it even legal to try to minimize public discussion of the proposed SFPOA MOU by using the \$360,000 grievance settlement to list the entire far more expensive and consequential deal solely on a closed session agenda? I don't know but it's certainly not good, fully transparent, governance.

In 2018, the GAO Committee held a well-attended, widely-publicized, clearly-noticed, full public hearing on the SFPOA contract negotiations. (See agenda item #3, File #180164 - [https://sfpos.org/sites/default/files/gao037118\\_agenda.pdf](https://sfpos.org/sites/default/files/gao037118_agenda.pdf).) The committee publicly-questioned DHR's Employee Relations Director, Carol Isen, at some length about the contract talks followed by extensive public testimony. In her concluding remarks, GAO Committee member and then-Supervisor London Breed said it was "extremely important" that the public's concerns be addressed in the contract with the SFPOA --

"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."

(Emphasis added. Supervisor Breed's full remarks start at approximately the 2:06 mark of the video of that hearing.)

In turn -- and in a clear demonstration of the underlying purpose and value of holding and properly noticing full public hearings -- the City subsequently proposed to the SFPOA a contract provision be incorporated into the deal in exchange for pay and benefit increases that was described by Ms. Isen of DHR in her part of the subsequent arbitration decision. In her words **then** --

"Speedy implementation of the Department of Justice's recommendations in an **essential objective** of the City.... The City's proposal... provides for an expedited meet and confer process without the delay caused by impasse arbitration."

(Arbitration award, pg. 23, emphasis added.)

Yet, in 2020, DHR has inexplicably secretly negotiated a deal with the SFPOA -- without any public input at all and no reform concessions from SFPOA -- which they first told SFPO Chief William Scott they would happily explain to the Police Commission only to reverse course a few weeks later and refuse to do so... and which they now apparently want to be considered only as a closed session item on the GAO Committee's agenda. In the wake of the police killing of George Floyd, Chief Scott joined 64 of his colleagues in the Major Cities Chiefs Association in a June 4th open letter that declared, in part, that "the balance of (police) labor and management is often out of calibration" and calling for a "review" of contracts with police unions. ([https://www.majorcitieschiefs.com/pdf/news/mcca\\_open\\_letter\\_update.pdf](https://www.majorcitieschiefs.com/pdf/news/mcca_open_letter_update.pdf).) But there's been no such public review at all in San Francisco and even Chief Scott was seemingly left out of the loop by DHR in the SFPOA negotiations telling the Police Commission, "DHR is in charge and that's about as much as I know... Just like everyone else, the Department is waiting to hear the results." (Meeting of August 19th.) "The Department was not involved in those negotiations... I wasn't involved in it and neither was anybody else from the Department... I wasn't part of those conversations." (Meeting of September 16th.)

Meanwhile, the proposed deal with the SFPOA has remained shrouded in confounding secrecy while other cities are already dealing with police union contracts far more openly and **full** transparency has emerged as a consensus best practice recommendation from everyone from the US Conference of Mayors to the NAACP Legal Defense and Education Fund to the more activist-oriented Campaign Zero whose proposals SFPO has previously used as an appropriate benchmark for their own reform efforts. (See my prior correspondence on this subject for more details and links to underlying sources -- <https://sfgov.org/policecommission/sites/default/files/documents/PoliceCommissionSFPOA%20Contract%2C%20Meet%20%26%20Confer%20Abuses%2C%20Community%20Policing%20%26%20BWC%20DGOs%20%28Items%20%23%26%20%23%2C%20Mtg.%20of%20Oct.%2017%29.pdf>.)

Even police union lawyers now recognize the need for maximum transparency rather than back-room dealmaking and secrecy when it comes to negotiating and approving police union contracts given intense public demands for fundamental change in American policing. Ronald Yank is a prominent long-time, Bay Area police union attorney who joined with retired judges like Thelton Henderson and Joe Grodin as well as law professors and labor arbitrators to recently propose that:

"**(B)efore** a public entity commences negotiation with a law enforcement union, that entity must conduct a **public hearing** on its bargaining proposals **with sufficient notice and opportunity for public comment**. **After** a collective bargaining agreement or memorandum of understanding with the law enforcement union is negotiated, **the public entity must conduct a public hearing, with sufficient notice and opportunity for public comment**, before the agreement is ratified.

These reforms will enable the public to know the possible or likely terms of a collective bargaining agreement before such an agreement is negotiated or signed. This information will aid the public in holding elected and appointed officials accountable for the police contracts they negotiate. It will also provide the public with **the opportunity to ensure that the contracts serve the public interest.**"

(<http://www.californialawreview.org/reforming-law-enforcement-labor-relations/>, emphasis added.)

#### POSTPONE -- BAD PROCESS ENABLES A BAD DEAL

As it stands... and thanks to the inexplicable reversal in how DHR has handled the contract negotiations with the SFPOA this year compared with how they were handled in 2018... San Francisco is poised to do the exact opposite. The GAO Committee is being asked to consider and approve -- under a closed session agenda item -- a deal that DHR has thus far refused to explain publicly, based on negotiating demands that appear to be completely disconnected from the police reform agenda the City claims to be pursuing, and that is the very epitome of the sort back-room deal-making that undermines public confidence.

Under these circumstances, I believe the consideration of the proposed SFPOA contract should be postponed to a future GAO Committee meeting where it should appear -- like it did in 2018 -- on the public, regular agenda. I think that is both legally prudent and a practical necessity to ensure adequate review of the proposed deal that has inexplicably abandoned the City's prior "essential objective" of speeding up the reform process with changes in the non-economic terms of its contract with the SFPOA and consideration of the public's more fully-informed views about it.

As other cities have already learned, effective police reform and a re-imagining of public safety services are simply not possible if San Francisco again saddles itself with a bad and inadequately examined contract with its police union. A bad deal doesn't become better with less openness. Full transparency -- of the type that comes only from a timely, clearly-noticed, full public hearing -- is the only thing that can rescue the credibility of ostensibly "collaborative" police reform in San Francisco and save us from **two more years** of the reform process being unnecessarily held hostage by the SFPOA under the terms of a contract that very much benefits them but not the public.

Thank you.

John Crew  
(415) 793-4146

cc: Members, GAO Committee and Board of Supervisors  
Members, San Francisco Police Commission  
David Rizk, Bar Association of San Francisco  
DefundSFPOnow



**From:** [Citizens United](#)  
**To:** [SOTF, \(BOS\)](#); [Cityattorney: asoltani@aclunc.org](#); [organizing@aclunc.org](#); [SAgarwal@aclunc.org](#); [Carroll, John \(BOS\)](#); [Mar, Gordon \(BOS\)](#); [Haney, Matt \(BOS\)](#); [Peskin, Aaron \(BOS\)](#); [Marstaff \(BOS\)](#)  
**Subject:** Re: URGENT: Update Agenda for 11/05 GAO meeting [Violation of Admin Code 67.7]  
**Date:** Tuesday, November 3, 2020 3:40:04 PM

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In accordance with legal advice, we are adding in Supervisors Mar, Peskin, and Haney as well as Chair Mar's staff.

Please acknowledge receipt.

Best,  
Mylon & CCUSF

On Tue, Nov 3, 2020 at 11:10 AM Citizens United <[concernedcitizensunitedsf@gmail.com](mailto:concernedcitizensunitedsf@gmail.com)> wrote:

Hello John, members of SOTF, and SFCAO,  
We hope you all are doing well during these trying times.

We wanted to indicate that **the posted agenda is a violation of [The San Francisco Administrative Code section 67.7](#), which specifies:**

"At least 72 hours before a regular meeting, a policy body shall post an agenda containing a meaningful description of each item of business to be transacted or discussed at the meeting"

Specifically,

"A description is meaningful if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item."

However, [the posted agenda](#) makes it appear that BOTH "adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA" and "approving settlement of two grievances filed by the POA against the City" will be heard in closed session, rather than in open session/public meeting.

***In fact, they are noticed as a single item, which furthers that interpretation.***

Therefore, if someone had interests affected by the SFPOA memorandum, then they would NOT understand that they have reason to attend the meeting because the SFPOA MOU hearing would not be discussed in the public meeting.

Furthermore, there is precedent for a clear & properly noticed agenda in which settlements and MOU discussions are heard separately as was done [in this agenda in 2018](#):

***Most importantly, it has already been empirically shown*** that this agenda is NOT understood by persons of average intelligence and education with affected interests as one that would give them reasons to attend the meeting to seek more information on the item as

*multiple members of the press, legal non-profits, and members of the public have reached out to Supervisors offices asking whether or not the SFPOA MOU will be discussed at the public meeting because this agenda does NOT convey that parties with affected interests have reason to attend the meeting. There are public records of this.*

*Therefore, this agenda is in violation of the Brown act AND/OR SF Administrative code 67.7.*

For reference, the current agenda states:

[Convene in Closed Session - Existing Litigation - City as Plaintiff and/or Defendant]  
Motion that the Government Audit and Oversight Committee of the Board of Supervisors convene in closed session with the City Attorney for the purpose of conferring with, or receiving advice from, the City Attorney regarding the following existing litigation and anticipated litigation. Administrative Code Section 67.10(d) permit this closed session. Discussion in open session concerning these matters would likely and unavoidably prejudice the position of the City in the pending lawsuits and claims listed below. After a closed session, if one occurs, the Committee shall adopt a motion either to disclose or not to disclose. [Memorandum of Understanding and Settlement of Grievances - Police Officers Association] Sponsor: Mayor Ordinance adopting and implementing the Tentative Agreement between the City and County of San Francisco and the San Francisco Police Officers Association ("POA"), including: (1) adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA, to defer wage increases currently set for FY2020-2021, amend the retention premium provisions, amend the 10B overtime provisions, extend the term by two years, and set wages for the additional term; and (2) approving settlement of two grievances filed by the POA against the City, for a not to exceed amount of \$359,613.87; the grievances were filed on March 25, 2020, and June 29, 2020, and involve compensation disputes under the Memorandum of Understanding.

If your interpretation of Administrative Code 67.7 differs, please provide an explanation.

**Otherwise, if you could please correct the agenda to be in compliance with Administrative code 67.7 (and/or the Brown act) and post it if sufficient time exists or reschedule the meeting, not only for the sake of compliance, but also for accessibility, that would be greatly appreciated.**

Please acknowledge receipt of this email.

Best,  
Mylon on behalf of CCUSF

**From:** [Citizens United](#)  
**To:** [SOTF \(BOS\)](#); [Cityattorney](#); [asoltani@aclunc.org](#); [organizing@aclunc.org](#); [SAgarwal@aclunc.org](#); [Carroll, John \(BOS\)](#)  
**Subject:** URGENT: Update Agenda for 11/05 GAO meeting [Violation of Admin Code 67.7]  
**Date:** Tuesday, November 3, 2020 11:10:39 AM

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Hello John, members of SOTF, and SFCAO,  
We hope you all are doing well during these trying times.

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***Most importantly, it has already been empirically shown*** that this agenda is NOT understood by persons of average intelligence and education with affected interests as one that would give them reasons to attend the meeting to seek more information on the item as ***multiple members of the press, legal non-profits, and members of the public have reached out to Supervisors offices asking whether or not the SFPOA MOU will be discussed at the public meeting because this agenda does NOT convey that parties with affected interests have reason to attend the meeting. There are public records of this.***

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[Convene in Closed Session - Existing Litigation - City as Plaintiff and/or Defendant] Motion that the Government Audit and Oversight Committee of the Board of Supervisors convene in closed session with the City Attorney for the purpose of conferring with, or receiving advice from, the City Attorney regarding the following existing litigation and anticipated litigation. Administrative Code Section 67.10(d) permit this closed session. Discussion in open session concerning these matters would likely and unavoidably prejudice the position of the City in the pending lawsuits and claims listed below. After a closed session, if one occurs, the Committee shall adopt a motion either to disclose or not to disclose. [Memorandum of Understanding and Settlement of Grievances - Police Officers Association] Sponsor: Mayor Ordinance adopting and implementing the Tentative Agreement between the City and County of San Francisco and the San Francisco Police Officers Association (“POA”), including: (1) adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and POA, to defer wage increases currently set for FY2020-2021, amend the retention premium provisions, amend the 10B overtime provisions, extend the term by two years, and set wages for the additional term; and (2) approving settlement of two grievances filed by the POA against the City, for a not to exceed amount of \$359,613.87; the grievances were filed on March 25, 2020, and June 29, 2020, and involve compensation disputes under the Memorandum of Understanding.

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Otherwise, **if you could please correct the agenda to be in compliance with Administrative code 67.7 (and/or the Brown act) and post it if sufficient time exists or reschedule the meeting, not only for the sake of compliance, but also for accessibility**, that would be greatly appreciated.

Please acknowledge receipt of this email.

Best,  
Mylon on behalf of CCUSF

**From:** [Board of Supervisors, \(BOS\)](#)  
**To:** [BOS-Supervisors](#)  
**Cc:** [Carroll, John \(BOS\)](#)  
**Subject:** FW: BASF Letter re: SFPOA Meet & Confer  
**Date:** Thursday, October 22, 2020 10:46:07 AM  
**Attachments:** [Oct 22 BASF ltr re SFPOA M&C - Final - Signed.pdf](#)  
**Importance:** High

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**From:** Mikele Lewis-Nelson <mlewis@sfbar.org>  
**Sent:** Thursday, October 22, 2020 9:45 AM  
**To:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; SFPD, Commission (POL) <SFPD.Commission@sfgov.org>  
**Cc:** 'Nancy.Beninati@doj.ca.gov' <Nancy.Beninati@doj.ca.gov>; SFPD, Chief (POL) <sfpdchief@sfgov.org>; Cityattorney <Cityattorney@sfcityatty.org>; Isen, Carol (HRD) <carol.isen@sfgov.org>  
**Subject:** BASF Letter re: SFPOA Meet & Confer  
**Importance:** High

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

Good morning,

Please see the attached letter, *sent on behalf of Stuart Plunkett, President of the Bar Association of San Francisco.*

Thank you,  
Mikele Nelson

Mikele Lewis-Nelson | Executive Assistant  
The Bar Association of San Francisco | 301 Battery Street, Third Floor | San Francisco, CA 94111  
Tel: 415-782-8998 | Fax: 415-477-2388  
[mlewis@sfbar.org](mailto:mlewis@sfbar.org) | [www.sfbar.org](http://www.sfbar.org)  
(First name pronounced – Mih-KELL)

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Yolanda M. Jackson

October 22, 2020

San Francisco Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Pl.  
San Francisco, CA 94102  
[Board.of.Supervisors@sfgov.org](mailto:Board.of.Supervisors@sfgov.org)

San Francisco Police Commission Office  
1245 3rd Street, 6th Floor  
San Francisco, CA 94158  
[sfpd.commission@sfgov.org](mailto:sfpd.commission@sfgov.org)

Dear San Francisco Supervisors and Police Commissioners:

The Bar Association of San Francisco's Criminal Justice Task Force ("BASF-CJTF"<sup>1</sup>) writes regarding our concern about the tentative Memorandum of Understanding ("MOU") reached between the S.F. Department of Human Resources ("DHR") and the S.F. Police Officers' Association ("SFPOA") that is subject to SFPOA membership and the S.F. Board of Supervisors approval. . BASF-CJTF proposes long overdue reforms to DHR's practices in conducting collective bargaining meet-and-confer sessions with SFPOA.

### **Executive Summary**

BASF-CJTF is concerned because this MOU was negotiated without consulting the Police Commission, S.F. Department of Police Accountability ("DPA"), the District Attorney's Office ("DA"), or other key stakeholders in San Francisco Police Department's ("SFPD") collaborative reform process.<sup>2</sup> The new MOU that extends the SFPD contract does not

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<sup>1</sup> The Bar Association of San Francisco ("BASF") represents 7,500 members and is the largest legal organization in Northern California dedicated to criminal justice reform. In 2015, BASF established the Criminal Justice Task Force ("CJTF"), consisting of judges, prosecutors, public defenders, law enforcement, private defense counsel, civil liberties advocates, and others, to advance systemic reforms in San Francisco.

<sup>2</sup> In connection with our concerns, we are simultaneously serving requests on DHR for materials related to the negotiation of the MOU under the California Public Record Act (Govt. Code § 6250 *et seq.*; "CPRA").



advance any of the objectives of the collaborative reform process. These significant omissions counsel against your approval of the MOU. At a minimum, we call upon you to delay a vote on ratification of the MOU until November, (1) to enable the development of accompanying reforms (proposed herein) to the City's relationship with the SFPOA, and (2) to assess the relative financial cost of rejecting the MOU after the November election, given that the election results could strengthen the City's financial outlook.

Instead, we propose a slate of structural reforms to the City's collective bargaining process with SFPOA, in particular, to the meet-and-confer process. For many years, BASF-CJTF has fielded complaints from criminal justice agencies, community groups, and other stakeholders familiar with the negotiations, that SFPOA substantially delays reform by drawing out negotiations with DHR, by arguing to include management matters that are not properly the subject of bargaining.

Thus, reforms to collective bargaining with SFPOA are long overdue. The City must prioritize transparency, timeliness, and the advancement of substantive police reforms. The law supports these principles: it recognizes that formulating policies that promote public safety and trust between police agencies and the communities they serve is a fundamental duty of local government that must not be encumbered with undue delays, or worse, bargained away behind closed doors. *State law permits far greater transparency in collective bargaining than DHR's current practices.*

We propose the following immediate changes:

- (1) DHR must stop agreeing to meet and confer with SFPOA over management matters that are not subject to collective bargaining under California law;
- (2) DHR must set clear boundaries to the meet-and-confer process to end unreasonable delays on reforms for matters within the scope of representation;
- (3) meet-and-confer meetings and related correspondence between DHR and SFPOA should be public and transparent; and,
- (4) DHR should consult with key stakeholders concerning reform objectives throughout negotiations with SFPOA.

The first three of these changes could be memorialized in the MOU, although agreement between the parties is not necessarily required. The last reform simply requires changes to the manner in which DHR

interacts with stakeholders. All of these reforms could be implemented without any changes to the MOU because, these proposals are consistent with California law and none requires agreement with SFPOA (*see infra.*) *Thus, all of these reforms could be achieved by legislative action by the Board of Supervisors, or by directive from the Police Commission.*

**I. The City must reform the meet-and-confer process between DHR and SFPOA before approving the MOU.**

The existing meet-and-confer process between DHR and SFPOA urgently needs reform. In 2016, the U.S. Department of Justice (“USDOJ”) identified the problem with Recommendation 3.2:

The SFPD should work with the Police Commission to obtain input from the stakeholder groups and conduct an after-action review of the meet-and-confer process to identify ways to improve input and expedite the process in the future for other policy development.

USDOJ made this particular recommendation following the meet-and-confer between DHR and SFPOA over Department General Order (“DGO”) 5.01 (“Use of Force”). That high-profile negotiation was drawn out over six months, despite USDOJ’s urgent pleas for it to conclude.

SFPD claims to be in “substantial compliance” with Recommendation 3.2’s requirements.<sup>3</sup> In a July 2020 memo to the Police Commission, SFPD claimed that it had solicited input from stakeholders in the 2016 use-of-force policy negotiations, conducted an after-action review in 2017, and identified and implemented ways to streamline the meet-and-confer process with Commission staff in 2018-19.<sup>4</sup> However, a recent report from the California Department of Justice (“Cal DOJ”) and Hillard Heintze, reveals that SFPD consulted with the Police Commission regarding Recommendation 3.2, but has not met its required

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<sup>3</sup> See Ex. A. Sgt. Kilshaw Email to Police Commission, re: “protocols when receiving DGOs/policies for Commission adoption,” July 7, 2020 (asserting, “Recommendation 3.2 achieved substantial compliance in May 2020.”).

<sup>4</sup> See Ex. B. SFPD Collaborative Reform Completion Memorandum (March 3, 2020).



stakeholders' input, conducted an after-action review, or identified ways to expedite the meet-and-confer process.<sup>5</sup>

SFPD's efforts have not been effective. Since 2016, the meet-and-confer process has delayed—*by months to years*—a number of policy reforms that promote public safety and reinforce public trust in SFPD. For example, DHR's meet-and-confer negotiations with SFPOA have delayed *for years* proposed changes to DGO 10.11 ("Body Worn Cameras" (BWC)) that were approved by the Police Commission in January 2018. More recently, implementations of DGO 5.17 ("Bias-Free Policing Policy") and DGO 5.23 ("Interactions with Deaf and Hard of Hearing Individuals") also were delayed as a result of the meet-and-confer process.

BASF-CJTF will submit California Public Records Act ("CPRA") requests to DHR for materials related to the meet-and-confer processes for each of these DGOs. Remarkably, the public, and even the Police Commission, DPA, the DA's Office, and other stakeholders in the collaborative reform process, *are often unaware of when or why DHR is conducting meet-and-confer meetings with SFPOA* over policies that the Police Commission has already approved. As set forth below, greater expediency and transparency in the process would comport with California law and lead to superior policy outcomes for San Francisco.

## **II. California law requires the City to meet-and-confer over working conditions; negotiation of management matters is neither required nor appropriate.**

DHR must stop voluntarily negotiating over management matters with SFPOA, and instead limit negotiations to working conditions and, under limited circumstances, the "effects" of management decisions on working conditions. See Govt. Code §3504. Contrary to the law, the Police Commission's explicit direction, as well as SFPD's representations to Cal DOJ, DHR's steady practice has been to negotiate exhaustively over any matter SFPOA wishes to discuss.<sup>6</sup> Since reform efforts began in 2016,

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<sup>5</sup> See Cal DOJ & Hillard Heintze, SFPD Collaborative Reform Initiative, Phase II (March 4, 2020) – 18 Month Progress Report, App'x C at 3, available at <https://oag.ca.gov/system/files/attachments/press-docs/Final%20Hillard%20Heintze%20Phase%20II%20Report%20for%20the%20San%20Francisco%20Police%20Department-1.pdf>.

<sup>6</sup> The current MOU states that the City or DHR "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 by



SFPOA has exploited this practice repeatedly to delay management reforms that never should have been the subject of collective bargaining in the first place.

California’s Meyers-Milias-Brown Act (Govt. Code § 3500, *et seq.*; “MMBA”) governs labor relations with public sector employees, including peace officers. The MMBA requires management to meet-and-confer in good faith with union representatives over matters that are within the “scope of [union] representation,” *i.e.*, “all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, *except, however*, the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.” (Govt. Code § 3504 (emphasis added).)

*Thus, management matters are the clear exception to meet-and-confer.* Importantly, the MMBA recognizes “the right of employers to make unconstrained decisions when fundamental management or policy choices are made.” *Claremont Police Officers Ass’n v. City of Claremont* (2006) 39 Cal. 4th 623, 632. “To require public officials to meet and confer with their employees regarding fundamental policy decisions . . . would place an intolerable burden upon fair and efficient administration of state and local government.” *Berkeley Police Ass’n v. City of Berkeley* (1977) 76 Cal. App. 3d 931, 937. Indeed, at least as to some core management issues—such as placing policy limits on the use-of-force, or other management functions that maintain public confidence in law enforcement—negotiation, even if purportedly “voluntary” and non-binding, is inappropriate and inconsistent with the law. *San Jose Peace Officer’s Ass’n v. City of San Jose* (1978) 78 Cal. App. 3d 935, 947 (local “government agency may not suspend, bargain or contract away its police power” arising under the California Constitution, which

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Government Code Section 3504.5.” See MOU between City and County of San Francisco and SFPOA Units P-1 and P-2A (July 1, 2018-June 30, 2021) (emphasis added), *available at* <https://sfdhr.org/sites/default/files/documents/MOUs/POA-2018-2021.pdf>. We do not believe that the parties intended the MOU to obligate the City and DHR to negotiate over “any proposed change to a general order,” regardless of whether the change falls within the scope of representation. As set forth below, such a purported obligation would far exceed, and arguably violate, California law. This language must be struck from the MOU to comply with the limitations placed by law on the scope of collective bargaining negotiations.



encompasses, among other things, the “power of a city to enact and enforce regulations relating to the use of firearms by police officers”).

Where management decisions have a significant adverse *effect* on wages, hours, or working conditions, the California Supreme Court has adopted a balancing test to determine whether those effects must be subject to the meet-and-confer requirement. *Building Material and Const. Teamsters’ Union, Local 216 v. Farrell* (1986) 41 Cal. 3d 651, 660; *Claremont*, 39 Cal. 4th at 638. The test asks whether “the employer’s need for unencumbered decision making in managing its operations is outweighed by the benefit to employer-employee relations of bargaining about the action in question.” *Building Material*, 41 Cal. 3d at 660; *Claremont*, 39 Cal. 4th at 630.

In balancing these factors, “a court may also consider whether the ‘transactional cost of the bargaining process outweighs its value.’” *Building Materials* 41 Cal. 3d at 660; *Claremont*, 39 Cal. 4th at 638 (“We believe this ‘transactional cost’ factor is not only consistent with the *Building Material* balancing test, *but its application also helps to ensure that a duty to meet and confer is invoked only when it will serve its purpose.*” (emphasis added)). Delays caused by extended bargaining and the legal process are an important “transactional cost” incurred by management under this analysis. The Court of Appeal, in a 2018 ruling on SFPD’s use-of-force policy, reasoned that the City is not required to meet-and-confer over, let alone arbitrate, changes to the use-of-force policy, because such a requirement “would defeat the purpose of requiring cities to make fundamental managerial or policy decisions independently” and because “*it would essentially allow the Association to hold the policy in abeyance indefinitely by claiming the City acted in bad faith when it ended its voluntary negotiations without conferring over certain unstated impacts the policy might have on police officers.*” *San Francisco Police Officers’ Ass’n v. San Francisco Police Comm’n* (2018) 238 Cal.Rptr.3d 753, 764 (emphasis added).

SFPD entirely overlooked the *Building Materials* balancing test entirely in its “Completion Memorandum” for Recommendation 3.2.<sup>7</sup> The City

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<sup>7</sup> See Ex. B. SFPD Collaborative Reform Completion Memorandum (March 3, 2020) (“However, even in those instances where the decision is squarely a managerial prerogative, those decisions may have effects - for example on employee training and discipline - that are subject to meet and confer.”).



Attorney's Office has also taken a very restrictive view of the law perhaps to avoid litigation, but this has been at the cost of needed reforms. For example, in 2018 the City Attorney's Office and DHR apparently advised the Police Commission that the City was legally obligated to meet and confer with SFPOA over the DGO 10.11 (BWC) restriction prohibiting officers from reviewing BWC footage before making a statement to investigators regarding an officer-involved shooting or an in-custody death. The ensuing meet-and-confer process took *2.5 years* and resulted in the addition of *a single, non-binding sentence* to the policy (*see infra*).

In fact, the law is clear that such a restriction is within management's prerogative and is not an appropriate subject for collective bargaining. In *Ass'n of Orange Cnty. Deputy Sheriffs v. Cnty. of Orange* (2013) 217 Cal. App. 4th 29, the Court of Appeal held the county had no obligation to negotiate with the union over a policy that prohibited deputies from accessing the department's investigation file prior to being interviewed as part of the investigation. *Id.* at 44-45. The decision noted that the policy implemented "best practices" in investigations and was designed "to ensure the integrity and reliability of future internal affairs investigations." *Id.* at 45. Very similarly, in *Ass'n for Los Angeles Deputy Sheriffs v. Cnty. of Los Angeles* (2008) 166 Cal. App. 4th 1625, the Court of Appeal found that a policy prohibiting deputies from speaking with each other about an officer-involved shooting before being interviewed about the incident by investigators was a fundamental policy decision excluded from mandatory bargaining. *Id.* at 1644. The Court noted that the policy's objective "was to collect accurate information regarding deputy-involved shootings," and thus "foster greater public trust in the investigatory process." *Id.*

It is impossible to distinguish these decisions materially from DGO 10.11's restriction prohibiting officers from reviewing their BWC footage prior to making a statement to investigators in officer-involved shootings and in-custody deaths. The City Attorney was aware of these decisions during the meet-and-confer process because they were raised in the 2018 use-of-force litigation, yet the negotiations were allowed to proceed.<sup>8</sup>

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<sup>8</sup> The cases were discussed by the League of California Cities in an *amicus* brief filed in support of the City Attorney's Office during the litigation brought by SFPOA against SFPD's use-of-force policy. See Br. of Amicus Curiae League of California Cities, et al., (January 30, 2018), available at <https://www.cacities.org/Resources-Documents/Member->



In 2019, recognizing that DHR's willingness to collectively bargain over any matter was impeding reform efforts, former Police Commission President Robert Hirsch memorialized the Commission's prior directive from 2018 to DHR "to only meet and confer over mandatory subjects of bargaining."<sup>9</sup> SFPD also cites this directive in support of its claim to Cal DOJ that it has complied with Recommendation 3.2. Unfortunately, it is clear that DHR has not complied with the Commission's orders and that SFPD's representation to Cal DOJ continues to be false.

For example, the Police Commission recently released meet-and-confer correspondence from SFPOA to DHR concerning DGO 5.17, the bias policy.<sup>10</sup> The bias policy is a classic management matter that should not be the subject of collective bargaining. DHR, however, describes SFPOA's communication as a "counterproposal" to DGO 5.17. SFPOA's letter to DHR states: "On behalf of the San Francisco POA we want to thank you and the members of the City meet and confer team for discussing the proposed modifications to DGO 5.07 [sic], Bias-Free Policing. During our meet and confer session we raised a number of questions regarding the proposed language." *Id.* What follows are a variety of proposed changes to the bias policy that have no conceivable relation to working conditions. *Id.* For example, SFPOA requested that reference to the Fourth Amendment be removed from the introductory passage of the bias policy. *Id.*

That DHR elected to meet-and-confer over DGO 5.17 raises troubling questions about what other matters DHR has negotiated in the past several years. It also raises serious questions about the soundness of the City Attorney's legal advice concerning the scope of mandatory

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[Engagement/Professional-Departments/City-Attorneys/Request-Amicus-Support/Recent-Filings/Briefs-\(1\)/San-Francisco-POA-v-San-Francisco-Police-Commissi](#).

<sup>9</sup> Ex. C. R. Hirsch Ltr. to Cmdr. Walsh (June 19, 2019).

<sup>10</sup> Ex. D. L. Preston Memo to Police Comm., Re: DGO 5.17 Policy Prohibiting Biased Policing

(July 6, 2020) (attaching R. Lucia Ltr. to L. Preston, Re: DGO 5.17 Bias-Free Policing / Meet & Confer (June 25, 2020)), *available at* [https://sfgov.org/policecommission/sites/default/files/Documents/PoliceCommission/Memorandum%20-%20DGO%205.17%20Policy%20Prohibiting%20Biased%20Policing%20%2807.06.20%29\\_1.pdf](https://sfgov.org/policecommission/sites/default/files/Documents/PoliceCommission/Memorandum%20-%20DGO%205.17%20Policy%20Prohibiting%20Biased%20Policing%20%2807.06.20%29_1.pdf).



bargaining under the MMBA. Sadly, this approach to collective bargaining is the norm, not the exception, even after SFPD claims to have “substantially complied” with Recommendation 3.2, in part by supposedly limiting bargaining to mandatory subjects only.

SFPOA has should not be permitted to slow down the implementation of reforms such as DGO 5.17 by engaging DHR in extended, unauthorized and inappropriate meet-and-confer processes. The Police Commission, the Board of Supervisors, and the Mayor should demand that DHR abide by the Commission’s directive to negotiate only over matters that are mandatory subjects of bargaining. Likewise, the Police Commission should consider seeking independent counsel if the City Attorney continues to misadvise on the parameters of mandatory collective bargaining, thereby enabling inappropriate discussions over management matters. Finally, we note that releasing all meet-and-confer correspondence between DHR and SFPOA, and making the meetings publicly accessible and transparent to key stakeholders will ensure that DHR ceases negotiating matters that are management’s prerogative.

**III. California law requires a good faith effort to discuss working conditions with the union within a reasonable timeframe, but not over extended periods.**

A second problem identified by USDOJ in Recommendation 3.2—and not adequately addressed by SFPD or DHR—has been the unreasonable length of the meet-and-confer process. This problem has stalled numerous reforms. DHR should negotiate reasonable schedules and deadlines with SFPOA for meet-and-confer sessions, and if SFPOA refuses to do so, *DHR must promptly declare impasse on matters rather than indulging in delays.*

DHR has not done so. For example, it met and conferred with SFPOA over DGO 10.11 (BWC) policy, for *nearly two and a half years* over a *single non-binding sentence* after the policy was approved by the Police Commission. In January 2018, the Police Commission adopted changes forbidding officer review of BWC footage in officer-involved shootings and in-custody deaths. Stakeholders have been advocating for such changes since 2016, when the original policy was passed. In a process completely hidden from public view, the revised policy resulting from this meet-and-





confer was not made public until very recently.<sup>11</sup> After years of negotiation, DHR revealed that the change from the meet-and-confer process constituted *one non-binding sentence*. In the meantime, implementation of the restrictions on officer review of BWC footage—a matter implicating public trust in law enforcement that is clearly within management’s prerogative under California law (*see supra*)—was delayed for years. No further changes to the policy could be considered until the existing amendments were finalized. Thus, this basic reform has been unacceptably stalled.

Not only are these delays are not mandated by state law, such an extended process is contrary to the law—particularly as to matters, which implicate public trust in law enforcement. *See Building Materials* 41 Cal. 3d at 660; *Claremont*, 39 Cal. 4th at 638. SFPD’s “Completion Memorandum” states: “Placing arbitrary deadlines on the meet and confer process at the onset of negotiations would be viewed by the courts as bargaining in bad faith.”<sup>12</sup> Placing *arbitrary* deadlines on negotiations might evince bad faith, but adhering to reasonable timelines and seeking negotiated deadlines certainly does not.

The MMBA broadly defines the “good faith” bargaining requirement as follows:

“Meet and confer in good faith” means that a public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer promptly upon request by either party and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation prior to the adoption by the public agency of its final budget for the ensuing year. The process should include adequate time for the resolution of impasses where specific procedures for such resolution are contained in local rule,

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<sup>11</sup> See DGO 10.11 (Eff. 01/10/18) (redline), *available at* <https://sfgov.org/policecommission/sites/default/files/Documents/PoliceCommission/PoliceCommission100720-DGO10.11BodyWornCamerasback%20from%20m%26c.pdf>.

<sup>12</sup> See Ex. B. SFPD Collaborative Reform Completion Memorandum (March 3, 2020).



regulation, or ordinance, or when such procedures are utilized by mutual consent.

See Gov't Code § 3505. Notably, the statute does not require secrecy, or any specific or extended time frame for negotiations. And, according to the California Supreme Court, conducting the required meet-and-confer in good faith should place a "minimal" burden on the democratic functions of local government. *People ex rel. Seal Beach Police Officers Ass'n v. City of Seal Beach* (1984) 36 Cal. 3d 591, 599.

The courts have interpreted "good faith" to require, from both sides, "a genuine desire to reach agreement. The parties must make a serious attempt to resolve differences and reach a common ground." *Santa Clara Cnty. Corr. Peace Officers' Ass'n, Inc. v. Cty. of Santa Clara* (2014) 224 Cal. App. 4th 1016, 1044. However, "[e]ven if the parties meet and confer, they are not required to reach an agreement because the employer has 'the ultimate power to refuse to agree on any particular issue.'" *Claremont*, 39 Cal. 4th at 630 (quoting *Building Material*, 41 Cal. 3d at 665). Thus, even "adamantly insisting on a position does not necessarily establish bad faith." *Santa Clara Cnty. Corr. Peace Officers' Ass'n*, 224 Cal. App. 4th at 1044 (citing *Public Employees Ass'n v. Bd. of Supervisors* (1985) 167 Cal. App. 3d 797, 805-806).

"The MMBA does not attempt to specify how long or how frequently parties must meet in order to establish prima facie good faith or when impasse may be declared." *Santa Clara Cty. Corr. Peace Officers' Ass'n*, 224 Cal. App. 4th at 1038. The parties, however, are "free to agree in advance on a period of time that they consider reasonable to allow them to freely exchange information and proposals and endeavor to reach agreement." *Id.* at 1038-39 (union agreed to 45-day period following notice).

Notably, California courts have been fairly reluctant to find that public employers have "rushed to impasse" based on the supposed failure to allow sufficient time for bargaining. See, e.g., *Vallejo Police Officers Ass'n v. City of Vallejo* (2017) 15 Cal. App. 5th 601, 628 (rejecting such claim). Although the California Public Employment Relations Board (PERB) has proven more willing to do so, that administrative board's purported jurisdiction over claims of unfair labor practices brought by unions representing peace officers has not been tested in the courts, and in any case, its opinions are also subject to judicial review. See *Ass'n of Orange Cnty Deputy Sheriffs v. Cnty of Orange*, PERB Dec. No. 2657-M (PERB



decision purporting to claim jurisdiction over such claims, a ruling which was not appealed to the courts).

We are aware that DHR's attempt to reduce the *notification period* to SFPOA for USDOJ-recommended reforms that fall within the scope of representation, from 30 to 14 days, was rejected by an arbitration panel in 2018. That limited arbitration decision should not dissuade the City and DHR from pressing for changes to the MOU to implement reasonable timelines and deadlines for the meet-and-confer process. As then-arbitrator Carol Isen wrote in support of that proposal to change the MOU: "I believe the City's proposal strikes a reasonable balance between the City's desire for swift implementation of reform measures recommended by the DOJ and [SFPOA's] right to have a meaningful say over any impacts on its members' terms and conditions of employment with [SFPD]." <sup>13</sup>

*DHR must make it a priority to negotiate timelines that enable the Police Commission to deliver needed reforms.* Deadlines should be set forth in the MOU. *Santa Clara Cty. Corr. Peace Officers' Ass'n*, 224 Cal. App. 4th at 1038-39. If SFPOA refuses to agree to reasonable deadlines, DHR must be prepared to declare impasse on matters where SFPOA delays and evinces bad faith in the meet-and-confer. The City Attorney may caution that doing so could risk litigation, but it is the right thing to do, there is support in the law, and the community expects it.

According to SFPD, in an apparent effort to comply with Recommendation 3.2, DHR has now implemented standing meetings with SFPOA and detailed to SFPD the same negotiator who permitted long delays in prior meet-and-confer processes.<sup>14</sup> Simply scheduling more meetings for collective bargaining, untethered to any particular subject or policy, will not speed the process—especially given that SFPOA has demonstrated its ability to drag out the meet-and-confer process over months and years with DHR's negotiators. Scheduling more standing meetings between DHR and SFPOA does not support a finding that SFPD has "substantially complied" with Recommendation 3.2.

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<sup>13</sup> See *In re: City and Cnty. of San Francisco and SFPOA* (Arb. Award, May 4, 2018) at 23, available at <https://sfdhr.org/sites/default/files/documents/Notices/POA-Final-Award.pdf>.

<sup>14</sup> See Ex. B. SFPD Collaborative Reform Completion Memorandum (March 3, 2020).



Consistent with California law, meet-and-confer meetings concerning reform that matters that fall within the scope of representation should be scheduled quickly, placed on the agenda, focused in scope, and brought to resolution expeditiously. Otherwise, SFPD reform is unnecessarily delayed and the public trust irreparably harmed.

**IV. California law permits a meet-and-confer process that is publicly-accessible and open to stakeholder input; transparency and inclusion measures would improve negotiations.**

DHR's meet-and-confer process with SFPOA occurs behind closed doors. Such secrecy is not legally required and is not the norm across all jurisdictions. Greater transparency would improve the process and advance substantive police reforms.

BASF-CJTF urges the City to adopt the following changes:

- (1) DHR should publicly notice meet-and-confer meetings in advance for public attendance;
- (2) all meet-and-confer correspondence and communications between the parties should be posted publicly in a timely fashion in advance of meetings; and
- (3) DHR should consult with key public agencies and other stakeholders regarding reform objectives, before, during, and after the meet-and-confer process.

Various experts have argued in favor of increasing public participation in bargaining, or at least improving the transparency of such negotiations. Professor Stephen Rushin recently urged policymakers to “make collective bargaining sessions over police disciplinary procedures open to the public,” noting that “[t]he collective bargaining process generally excludes individuals most at risk of experiencing police misconduct.”<sup>15</sup> Not only are communities of color excluded from the process, so are affinity groups within the ranks of SFPD (such as Officers for Justice SF), whose interests may not be well represented by SFPOA. Likewise, key stakeholders, such as the DA's office, DPA, and even the Police

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<sup>15</sup> Stephen Rushin, *Police Union Contracts*, Duke Law Journal vol. 66, no. 6 (March 2017) at 1244-45, available at <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3890&context=dlj>.

Commission, often have little to no visibility into, much less influence over, the substance or course of meet-and-confer negotiations. Excluding these viewpoints has led to secretive negotiations between DHR and SFPOA that have failed to advance reform objectives—witness the recently negotiated MOU.

San Francisco deserves better. Notably, a number of states (Alabama, Arizona, Arkansas, Colorado, Florida, Georgia, Idaho, Mississippi, Missouri, Montana, Nebraska, North Dakota, Oregon, Tennessee, and Texas) already require public employee collective bargaining to occur in open public meetings.<sup>16</sup> In Texas, for example, state law requires that meet-and-confer deliberations between public employers and police unions “shall be open to the public.”<sup>17</sup>

In 2016, community groups and advocates in Austin, Texas, took advantage of these laws to attend meet-and-confer meetings and advocate for reform positions.<sup>18</sup> Those who led the campaign related their experiences recently in *The New York Times*:

[A]lmost every week in 2017, our coalition attended meetings between the city and the police association. [¶] We packed chairs around the periphery of the room, took detailed notes and then cross-referenced every change to the previous contract. Then we’d return to the offices of council members and city negotiators to urge them to support our reforms. [¶] Negotiators from the city told us that our presence changed the dynamics of the bargaining by compelling real dialogue between the city and the association. In previous years, the union had railroaded the city for exorbitant

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<sup>16</sup> See generally Eric Shannon, Washington Policy Center, Policy Brief, *Transparency in public employee collective bargaining: How Washington compares to other states* (December 2018) (“Opening public employee collective bargaining is clearly working in many states in creating more open, honest, and accountable government.”), available at <https://www.washingtonpolicy.org/library/doclib/Shannon-Transparency-in-public-employee-collective-bargaining.pdf>.

<sup>17</sup> See Tex. Local Govt. Code § 174.108, available at [www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.174.htm](http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.174.htm).

<sup>18</sup> Mark Wilson, “Meet-and-confer negotiations with police ineffective, groups say,” *Austin Statesman*, August 8, 2017 (updated September 25, 2018), available at <https://www.statesman.com/news/20170808/meet-and-confer-negotiations-with-police-ineffective-groups-say>.

pay increases and stipends in exchange for negligible improvements in oversight.<sup>19</sup>

As it turned out, greater transparency and public participation in Austin's meet-and-confer meetings prompted sea changes in an otherwise entrenched system. First, the city council rejected the re-negotiated MOU because it did not include meaningful reforms, and instead sent the negotiators back to the bargaining table; then, after initially backing out, the union relented and replaced its chief negotiator with a representative who was receptive to community input; ultimately, the city council voted to approve a revised MOU that saved the city almost \$40 million and included reform measures.<sup>20</sup> Similar community engagement here in San Francisco could lead to similar dramatic benefits.

Nothing in the MMBA or any other provision of California law requires meet-and-confer discussions to occur behind closed doors, or compels DHR to maintain meet-and-confer correspondence in confidence. *See* 61 Ops. Cal. Atty. Gen. 1, 2-3 (Jan. 4, 1978) (California Attorney General legal opinion noting that the MMBA "is silent as to whether 'meet and confer' sessions may be private, or must be open to the public"). To the contrary, the meet-and-confer sessions are not confidential, and independent summaries of what was discussed at the meetings, as well as the communications between the parties, may be provided to the public as well as other stakeholders.

The Brown Act generally does *not* govern meet-and-confer sessions with unions, unless a quorum of members of the relevant legislative body (such as the Police Commission) attend the bargaining session, thereby triggering the Act's open meeting requirements. *Id.* at 4-5. However, the Brown Act still implicates the transparency of the meet-and-confer process in several ways. First, it limits legislative bodies to conferring in closed session with their bargaining representatives regarding the "salaries, salary schedules, or ... fringe benefits" paid to employees, as well as "any other matter within the statutorily provided scope of representation." *See* Gov't Code § 54957.6(a). Such closed sessions must

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<sup>19</sup> Sukyi McMahon, Chas Moore, "To Reform the Police, Target Their Union Contract" *N.Y. Times*, April 8, 2019, *available at* <https://www.nytimes.com/2019/04/08/opinion/austin-police-union-contract.html>.

<sup>20</sup> *Id.*



be for “the purpose of reviewing [the agency’s] position and instructing the local agency’s designated representatives.” *Id.*; *Shapiro v. San Diego City Council* (2002) 96 Cal. App. 4th 904, 917 (statutory exceptions permitted closed session must be narrowly construed). Second, the Brown Act does *not* permit legislative bodies to go into closed session to discuss matters that are not subject to bargaining under the MMBA, *i.e.*, beyond of the scope of union representation.<sup>21</sup> (Govt. Code § 54957.6(a).) It is thus inappropriate and contrary to statute for the Police Commission to discuss management issues related to ongoing reforms, in closed session. *San Jose Peace Officer’s Ass’n*, 78 Cal. App. 3d at 947.

Meet-and-confer correspondence between the parties—*i.e.*, opening bargaining offers, counters, and any other communications between the parties—may also be released to the public and other stakeholders. The MMBA is silent as to such communications between the parties, and thus does not prohibit their disclosure. The MOU does not contain any relevant confidentiality provisions. No legal privilege or protection applies to arms-length negotiations.<sup>22</sup> The Brown Act expressly permits legislative bodies to authorize the release of information that is acquired during closed session, *see* Gov’t Code §54963—and, as noted above, the Police Commission has actually exercised this authority fairly recently, to release meet-and-confer communications received from SFPOA regarding DGO 5.17.

The CPRA also permits disclosure of arms-length correspondence between DHR and SFPOA. As SFPD’s “Completion Memorandum” notes, the CPRA exempts from disclosure records “related to activities governed by [the MMBA] that reveal a local agency’s deliberative processes, impressions, evaluations, opinions, recommendations, meeting minutes, research, work products, theories, or strategy....” Gov’t Code § 6254(p)(2). However, the same provision goes on: “This paragraph shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee

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<sup>21</sup> BASF-CJTF is very concerned that, in the past, the Police Commission may have discussed in closed sessions with DHR meet-and-confer negotiations “voluntarily” undertaken regarding matters, such as the use-of-force policy, that are not within the scope of representation. This practice must end, as it violates the Brown Act.

<sup>22</sup> Notably, SFPOA has never agreed to maintain confidentiality in its discussions with DHR, and its leadership has not hesitated to speak to the news media about negotiations whenever it deems doing so to be strategically advantageous.



relations act referred to in this paragraph.” *Id.* Here, as with the Brown Act, the statutory exceptions are to be narrowly construed. *Bd. of Trustees of Cal. State Univ. v. Super. Ct.* (2005) 132 Cal. App. 4th 889, 896; *see also* Gov’t Code § 6254(p)(2) (“This paragraph shall not be construed to limit the disclosure duties of a local agency with respect to any other records relating to the activities governed by the employee relations act referred to in this paragraph.”)

In sum, California law allows greater transparency and inclusion in the meet-and-confer process, and recent experiences in other jurisdictions suggest that opening the meetings and negotiations to the public can advance reform efforts. Indeed, BASF-CJTF’s experience in the USDOJ collaborative reform process has consistently taught that greater transparency and community participation in police policymaking improves outcomes, advances reforms, and reinforces public trust in law enforcement.

### **Conclusion**

We know the Board of Supervisors and Police Commission remain committed to timely and meaningful reform of SFPD, including the relationship between the City and SFPOA. As the recent national demonstrations and calls for police reform reveal, the stakes for San Francisco could not be greater. We stand in partnership with the Board of Supervisors, the Police Commission, the SFPD, and the City to achieve our shared goals for police reform.

Sincerely,

Stuart Plunkett  
President, Bar Association of San Francisco



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# Exhibit A



**From:** [Kilshaw, Rachael \(POL\)](#)  
**To:** [SFPD, Commission \(POL\)](#)  
**Cc:** [Youngblood, Stacy \(POL\)](#); [Lohaus, Phillip \(POL\)](#); [CABRERA, ALICIA \(CAT\)](#); [Preston, Darryelle \(POL\)](#)  
**Subject:** protocols when receiving DGOs/policies for Commission adoption  
**Date:** Tuesday, July 7, 2020 12:59:44 PM  
**Attachments:** [proceess for handling DGOs.doc](#)  
[Hirsh letter.pdf](#)  
[response to 3.2.pdf](#)

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Dear Commissioners:

During last week's meeting there was a request to calendar a discussion about the process of how and why DGOs/policies are handled with respect to the meet and confer process. The Commission office can provide some information about the process at this time.

In 2016 the US DOJ recommended that the "SFPD work with the Police Commission to obtain input from the stakeholder group and conduct an after-action review of the meet and confer process to identify ways to improve input and expedite the process in the future for other policy development." (rec 3.2) To address one part of the recommendation the Commission President Hirsch and members of the Commission staff worked with the SFPD, the City Attorney's Office ("CAO") and the Department of Human Resources ("DHR") to develop protocols for the handling of DGOs/policies when received from the SFPD. The internal protocols were developed in 2018 and revised in 2019. I have attached a copy of the current Protocols for your review (first attachment).

In 2018 then Commission President Hirsch instructed DHR in closed session to only meet and confer over mandatory subjects of bargaining. Commission President Hirsh memorialized this directive in a letter to the SFPD. (second attachment)

In 2020, Commission staff submitted the cover letter to Hillard Heintz regarding recommendation 3.2 outlining the steps the SFPD, the Commission, DHR and the CAO have taken to expedite the meet and confer process. It provides additional information about the steps taken to expedite meet and confer. I have attached that letter for your review (third attachment). Recommendation 3.2 achieved substantial compliance in May 2020.

Regarding the status of outstanding policies still in meet and confer, there are 5:

- DGO 5.17
- Protocols for in person disciplinary hearings
- BWC policy
- Disciplinary Matrix
- SB 1421 protocols

The Commission staff tracks the items in meet and confer and routinely asks DHR (now Ms. Preston) and/or CAO about the status.

Of the 5 items in meet and confer, you will be addressing 4 in closed session on Wednesday. Contrary to public statements, the Commission Office has not been notified that meet and confer has concluded on the BWC policy, which is why the Commission will be provided an update in closed session. As you can see in attachment #1, once DHR, (now Ms. Preston – SFPD Director of Labor

Relations and DHR Liaison) concludes the meet and confer process, they notify the Commission Office and request that the item be placed on the agenda for adoption in open session. That notification has not happened.

I know this information only explains the “how” part of your questions regarding policies getting to meet and confer. The Commission staff will defer to DHR, CAO or Ms. Preston to explain the “why” each policy is identified for meet and confer.

Please let me know if you have any questions.

Rachael

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# Exhibit B



## **Collaborative Reform Completion Memorandum**

**Finding # 3:** The SFPD and the Police Commission collaboratively worked with community stakeholders to update Department General Order 5.01 - Use of Force policy.

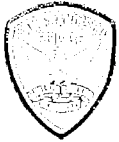
**Recommendation # 3.2** The SFPD should work with the Police Commission to obtain input from the stakeholder group and conduct an after-action review of the meet and confer process to identify ways to improve input and expedite the process in the future for other policy development.

**Response Date: March 3, 2020**

**Executive Summary:** Department General Order 5.01 had last been revised in 1995. In late 2015 the Police Commission ("Commission") directed the San Francisco Police Department ("Department") to present a revised Use of Force policy to the Commission for adoption no later than February 2016. The Commission convened a working group and identified various stakeholders that included Department members, members of community-based organizations, members of the community and members of other City agencies for the purpose of developing an updated Use of Force policy. The process to revise DGO 5.01 began on December 9, 2015. Members of the working group felt the February 2016 deadline was arbitrary and did not allow enough time to develop a Use of Force policy and requested that the meetings continue past the Commission's due date of February 2016. The Commission agreed to the request, and the working group completed the draft policy in June 2016. During the seven-month period the group developed two versions of a Use of Force policy that reflected policy enhancements, and included recommendations from the Final Report of the President's Task Force on 21st Century Policing, the Police Executive Research Forum, and the U.S. DOJ-COPs Office. On June 22, 2016 the Department presented the two policies to the Commission, at which time the Commission voted to approve one version of the Use of Force policy for the purposes of engaging in the "meet and confer" process with the San Francisco Police Officers' Association ("POA"), as required by California Government Code § 3500 et seq., also known as the Meyers-Milias-Brown Act ("MMBA").

The MMBA requires public agencies to provide notice to recognized employee organizations, and upon request, to meet with them over changes on matters within the scope of representation before implementing the changes. The MMBA excludes from the meet and confer obligation fundamental managerial decisions addressing the merits, necessity, or organization of any service or activity provided by law or executive order ("managerial decisions"). However, the MMBA does require the agency to meet and confer over the impact of managerial decision on employees ("effects bargaining") before implementing managerial decisions. The San Francisco Charter ("Charter") and the Memorandum of Understanding between the City and the POA ("MOU") impose equivalent meet and confer obligations.

The Charter authorizes the Commission to adopt rules and regulations, and other policies, procedures and Department General Orders (collectively, "DGOs"), governing the Department. (Charter § 4.104.) Managerial decisions are not subject to meet and



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confer. However, even in those instances where the decision is squarely a managerial prerogative, those decisions may have effects – for example on employee training and discipline – that are subject to meet and confer. Accordingly, under the MMBA, Charter and MOU, the City as the public employer must engage in effects bargaining with the POA before implementing a managerial decision. As the policy decision maker on all DGOs, the Commission has an essential role in that meet and confer process, working with the City's Department of Human Resources ("DHR") on the negotiations. That process cannot end until the City completes the effects bargaining. Placing arbitrary deadlines on the meet and confer process at the onset of negotiations would be viewed by the courts as bargaining in bad faith.

### **Compliance Measures:**

#### **1) Work with the Police Commission.**

The Department worked with members of the Commission staff to develop a survey (see exhibit 1 – survey to Use of Force stakeholders) to send to various members of the community, members of community-based organizations, and members of other City agencies to obtain input on ways to improve input into policy development and expedite the meet and confer process for future policy development. While the questions were about the process for the Use of Force policy, they were purposely broad so the answers could be used to improve the process for future policy development.

The following questions were developed by the Department and the Commission staff and were included in the survey:

- 1) What did you value about the re-engineering of [Use of Force] DGO 5.01 and what areas could be improved?
- 2) Re-engineering the Use of Force policy was a lengthy process. Can you suggest ways to expedite this process in the future?
- 3) In reference to DGO 5.01, the SFPD sought input via stakeholder and Police Commission meetings. How else can we encourage thoughtful input?
- 4) Any additional thoughts and comments as we continue to improve policies and related negotiations are conducted.

#### **2) Obtain input from all relevant stakeholder groups.**

On July 17, 2017, the above referenced survey was sent via email to approximately 20 members of the Use of Force working group (see exhibit 2 – list of working group members who received survey and July 17, 2017 email to working group members with survey attached). While these members worked on the Use of Force policy, many who received the survey have been members of other Department/Commission working groups that developed other Department General Orders – both before and after the Use of Force working group. The survey was sent to:

Joyce Hicks\*  
Samara Marion\*  
Marty Halloran\*  
Teresa Ewins\*

Director of the Department of Police Accountability  
Policy Director at the Department of Police Accountability  
President SFPOA  
President Pride Alliance



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|                       |                                           |
|-----------------------|-------------------------------------------|
| Mark Marquez*         | Latin Police Officers Association         |
| Yulanda Williams      | President of the Officers for Justice     |
| Brian Kneuker*        | Asian Police Officers Association         |
| LaWanna Preston       | Department of Human Resources             |
| Michael Ulrich        | Department of Human Resources             |
| Sheryl Davis*         | Director of the Human Rights Commission   |
| Jennifer Friedenbach* | Director of the Coalition on Homelessness |
| Jeff Adachi*          | Public Defender                           |
| Rebecca Young*        | Assistant Public Defender                 |
| Sharon Woo*           | Assistant District Attorney               |
| Colin West            | Blue Ribbon Panel                         |
| Kevin Benedicto*      | Blue Ribbon Panel                         |
| Terri Boher*          | CIT working group                         |
| Julie Traun*          | Bar Association of San Francisco          |
| Alan Schlosser*       | ACLU                                      |
| Cecile O'Connor       | CIT working group                         |

\*in addition to working on the Use of Force policy, these individuals have worked on additional policy development working groups (either before or after the UOF working group, or both)

On July 31, 2017 the Department sent a reminder email (see exhibit 3 – follow up email to stakeholders) to the recipients asking for a response to the survey.

The Department received four responses – the POA, the DPA, the Coalition on Homelessness and the San Francisco Bar Association. In addition, although the ACLU – Northern California did not send in a response to the July 17, 2017 or the July 31, 2017 request to complete the survey, it had submitted a February 29, 2016 letter to the Police Commission during the Use of Force working group process that includes recommendations regarding the meet and confer process. The ACLU's letter is included in this response. (See exhibit 4 – responses from POA, DPA, Coalition on Homelessness, San Francisco Bar Association, and ACLU – Northern California)

### **3) Conduct an after-action review of the meet-and-confer process.**

The Commission and the Department conducted an after-action review of the meet and confer process:

- A. Both agencies reviewed the responses to the survey questions and the February 29, 2016 letter (see again exhibit 4 – responses from POA, DPA, Coalition on Homelessness, San Francisco Bar Association, and ACLU – Northern California) about the meet and confer process. The suggestions included:
- The POA recommended 1) the Department have a final decision maker with the authority to agree to proposals present during all negotiations, 2) the Department should engage with the POA on early drafts of policy revisions before presenting a draft of the policy to the working group, 3) the Department should revise its policies on a more

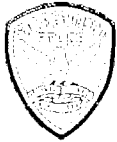


## **Collaborative Reform Completion Memorandum**

frequent schedule and not wait two decades, and 4) the Police Commission should comply with MMBA by fulfilling its duty to meet and confer in good faith.

- The DPA recommended 1) that all meet and confer issues are identified before discussions begin, 2) reasonable timelines are adhered to, and 3) "more collaboration and strategy be committed to how the new policy and training are rolled out so that reasons for the changes and the officers' concerns are addressed in a manner that advances and not undermines reforms."
- The Coalition on Homelessness did not have any specific recommendations but stated that in their opinion the POA's decision to claim labor issues in meet and confer was an incorrect assessment.
- The San Francisco Bar Association recommended 1) that the POA not have such a large and prominent role in the policy drafting because it is unfair that they will have another opportunity during meet and confer, 2) the role of DHR needs to be revisited, and there needs to be a bright line between policy and working conditions, and not negotiate over non-work related conditions, and 3) there needs to be more clarity on the definition of "working conditions," which is too broadly defined.
- The ACLU recommended that the Commission clarify 1) whether fundamental policy decisions are a mandatory subject of bargaining under MMBA, and if not, clarify if the City voluntarily agrees to meet and confer under these circumstances, 2) the scope of the matters discussed in meet and confer and the procedures when there is an impasse, and 3) whether, through the meet and confer process, the policies approved by the Commission are subject to revision once in the meet and confer process.

- B. With the Use of Force process and the survey responses in mind, the Commission met with members of DHR and the City Attorney's Office ("CAO") on June 13, 2018 in a closed session meeting to discuss ways to expedite the meet and confer process within the provisions of the MMBA, the City Charter and the MOU. The Commission and the Department are not able to release the minutes or the audio recording from closed session item 7a as the Commission voted in item 8 not to disclose any portion of the closed session meeting pursuant to San Francisco Administrative Code section 67.12. (See exhibit 5 – agenda including closed session item 7a and open session item 8 from the June 13, 2018 Commission meeting, and language from San Francisco Administrative Code 67.12 (a)).
- C. On June 28, 2018 members of the SFPD, the Commission staff and a member of DHR met (see exhibit 6 – calendar invite to meeting and agenda) to discuss ways to streamline the process of 1) providing draft DGOs to DHR, 2) DHR providing an opinion on whether the draft DGO is subject to meet and confer or whether the DGO can be placed on the Commission agenda for adoption without meet and confer, and 3) DHR conducting the meet and confer with the POA.
- D. In a series of emails from December 11, 2019 through January 2, 2020, members of the Department, DHR and the POA discussed scheduling regular meetings (see exhibit 7 – emails among SFPD, DHR and POA) to ensure meet and confer negotiations among the three parties are consistent and regularly scheduled.



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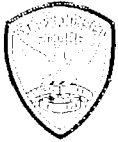
The Department and the Commission considered all the recommendations from the stakeholders and were able to implement many of them. Others recommendations were not implemented. For example, not allowing the POA to have a "large and prominent role in the policy drafting because it is unfair that they will have another opportunity during meet and confer" was not implemented. The POA and other employee groups are welcome to attend any working group meeting, as are all members of the public.

#### **4) Identify ways to improve input and expedite the process in the future for other policy development and implementation.**

Based on the after-action review and discussions, DHR, the Department and the Commission have done the following in an attempt to expedite the meet and confer process for future DGOs:

1. The Commission has instructed DHR to meet and confer only over mandatory subjects of bargaining. (See exhibit 8 – letter from Commission President Hirsch to Commander Walsh).
2. The Commission staff, the Department and DHR developed a process in an attempt to streamline the meet and confer timeline: 1) The Commission staff providing DHR/CAO a copy of the draft DGO prior to the DGO being placed on the agenda so DHR/CAO can provide an opinion on whether the draft DGO is subject to meet and confer, 2) providing DHR with an "order of priority" list of DGOs when they are sent to DHR for meet and confer, and 3) providing the Department's training plan, if available, to DHR along with the DGO for inclusion in the discussions during meet and confer. The group developed the following protocols (see exhibit 9 - Police Commission Protocols for DGOs):
  - Once the Police Commission Secretary receives a draft DGO from Written Directives requesting it be calendared on the Commission agenda, the Police Commission Secretary emails the draft DGO to a designated DHR representative, with a courtesy copy to a designated Deputy City Attorney ("DCA"), asking for an opinion on whether the draft DGO as written is subject to meet and confer. The DHR representative or the DCA provides an opinion on whether the DGO is subject to meet and confer. These emails are subject to the attorney client privilege, and the official information privilege (California Evidence Code 1040) outlined in the MOU between the CAL DOJ, the Department, and the Commission will not protect the attorney client privilege, which would be waived upon the release of these emails. However, this procedure is outlined in step 4 of the Police Commission Protocols for DGOs. (see again exhibit 9 – Police Commission Protocols for DGOs, step #4)
  - If DHR/DCA opines that the DGO **is not subject** to meet and confer, the Police Commission Secretary posts the DGO for members of the public for at least 10 days prior to the Commission voting on the DGO, and places the DGO on the agenda as "Discussion and possible action for adoption of DGO XX.XX." (See exhibit 10 –





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examples of agendas with DGOs with no need for meet and confer.) The DGO is effective the date of the Commission vote.

- If DHR/DCA opines that the DGO **is subject** to meet and confer, the Police Commission Secretary posts the DGO for members of the public for at least 10 days, and places the DGO on the agenda as "Discussion and possible action to approve revised Department General Order XX.XX for purposes of engaging in the meet-and-confer process with the Police Officers Association, as required by law." (See exhibit 11 – examples of agendas DGOs with a need for meet and confer.) The DGO is not effective until after meet and confer is finalized.
  - After the vote to approve a DGO for meet and confer, the Police Commission Secretary emails the draft DGO along with the training plan, if available, to a designated DHR representative, with a courtesy copy to a designated DCA, directing DHR to begin negotiations and notify the Police Commission staff when negotiations are complete, or in the alternative, advise if they need direction in a closed session meeting from the Commission during negotiations. (see exhibit 12 – samples of emails to DHR with the DGO for meet and confer.)
  - DHR has requested that the Commission prioritize the DGOs in order of importance.
  - The Commission staff requests quarterly status updates from DHR on the progress of the DGOs in the meet and confer process. (see exhibit 13 – samples of emails to DHR asking for status updates)
  - Once DHR notifies the Commission staff that the negotiations have concluded and provides the Office with the final version for the Commission to vote on, the Police Commission Secretary posts the DGO for members of the public for at least 10 days, and places the DGO on the agenda as "Discussion and possible action to adopt revised Department General Order XX.XX." (see exhibit 14 – examples of agendas with DGOs that had been subject to meet and confer being placed on the agenda for a vote to adopt.) The DGO is effective the date of the Commission vote.
3. The Department, DHR and the POA have a standing four-hour meeting each month (see exhibit 15 – Chief's calendar with scheduled meetings) dedicated to conducting negotiations on DGOs that are subject to meet and confer. The agendas for the February 2020 and the March 2020 meetings are attached. (see exhibit 16 – agendas for the February 25, 2020, March 11, 2020 and March 16, 2020 meetings and email from DHR regarding agenda setting). DHR has explained that the agendas for upcoming meetings are set at the end of each meeting. To date, the agenda has been set for the upcoming March 11, 2020 and March 16, 2020 meetings, and no agendas for meetings after that date have been set. There are no official minutes taken for meet and confer meetings. The Department does not maintain any notes from the meet and confer sessions. DHR does take bargaining notes which are privileged and not subject to release pursuant to Government Code 6254(p)(2). DHR holds the privilege and declines to release the bargaining notes to the Department or the Commission. (see exhibit 17 – language from Government Code 6254(p)(2)).

# Exhibit C



# The Police Commission

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CITY AND COUNTY OF SAN FRANCISCO

ROBERT HIRSCH  
President

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June 19, 2019

Commander Peter Walsh  
San Francisco Police Department  
1245 3<sup>rd</sup> Street, 4<sup>th</sup> Floor  
San Francisco, CA 94158

*Re: U.S. Department of Justice Recommendation 3.2*

Dear Commander Walsh:

The Commission has previously instructed the City and County of San Francisco's Department of Human Resources, the City's bargaining representative, to only meet and confer over mandatory subjects of bargaining.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to be "R. Hirsch", written in a cursive style.

Robert Hirsch  
President  
San Francisco Police Commission