

File No. 180506

Committee Item No. 12

Board Item No. 1.7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 11, 2018

Board of Supervisors Meeting:

Date: June 26, 2018

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
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| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MOU Highlights</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DHR Memo - May 11, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Controller's Costing Letter - June 7, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Referral FYI - May 21, 2018</u> |

Prepared by: John Carroll

Date: June 7, 2018

Prepared by: John Carroll

Date: June 11, 2018

1 [Memorandum of Understanding - Municipal Executives' Association - Police]

2
3 **Ordinance adopting and implementing the Memorandum of Understanding between the**
4 **City and County of San Francisco and the Municipal Executives' Association - Police,**
5 **to be effective July 1, 2018, through June 30, 2021.**

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

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

14 Section 1. The Board of Supervisors hereby adopts and implements the Memorandum
15 of Understanding ("MOU") between the City and County of San Francisco and the Municipal
16 Executives' Association – Police, to be effective July 1, 2018 through June 30, 2021.

17 The MOU so implemented is on file with the Clerk of the Board of Supervisors in Board
18 File No. 180506.

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

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

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APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: 
KATHARINE HOBIN PORTER
Chief Labor Attorney

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Municipal Executives’ Association (MEA) – Police Chiefs Highlights

Term	Three-year term (July 1, 2018 to June 30, 2021)
Wages	Effective 7/1/18: 3% Effective 7/1/19: 3% Effective 7/1/20*: 2% Effective 1/1/21*: 1% <i>*If the March 2020 Joint Report projects a budget deficit of more than \$200 million in FY 20-21, these payments will be delayed by six months</i>
Health & Dental	Equivalent to those offered to members of the MEA Miscellaneous bargaining unit
Recognition	Commanders moved into the MEA-Police Chiefs bargaining unit
Uniforms	Uniform allowance will increase from \$820 to \$1,100 annual
Severance Pay & Terms	Employees who elect severance will receive one week’s severance pay for each full year worked (up to 20 weeks) in exchange a waiver of rights; the Chief of Police shall receive a minimum of two month’s severance pay
Training Fund	Created a \$10,000 annual Police Command Staff Training Fund
Committee on DOJ Reforms Implementation	Allocated \$200,000 to a joint committee to support implementation of the Department of Justice’s Community Oriented Policing Services (DOJ COPS) recommended police reforms
Retention Pay	Effective 7/1/20: 1% at ten years of service, 3% at 15 years of service, 5% at 20 years of service, and 7% at 25 years of service
Peace Officer Standards Training (POST) Pay	Effective 7/1/18: Commanders and Deputy Chiefs with intermediate or advanced POST certificates receive a 1% premium increase Effective 7/1/19: Commanders and Deputy Chiefs with intermediate or advanced POST certificates receive an additional 1% premium increase
Acting Assignment Pay	Effective 7/1/18: if an employee works at a higher rank for 10 to 29 days, he/she will receive a 7.5% premium; at 30 days he/she will receive the full compensation of the higher rank
Pilot Wellness Program	Effective 7/1/18: employee may cash out sick leave balances at 2% upon separation Effective 6/30/19: program sunsets

MEMORANDUM OF UNDERSTANDING

Between

THE CITY AND COUNTY OF SAN FRANCISCO

And

**MUNICIPAL EXECUTIVES' ASSOCIATION
POLICE**

July 1, 2017 – June 30, 2021

TABLE OF CONTENTS

ARTICLE I: REPRESENTATION 1

I.A. RECOGNITION 1

I.B. NO STRIKE PROVISION 1

I.C. MANAGEMENT RIGHTS 2

I.D. GRIEVANCE PROCEDURES 2

 Time Limits 3

 Steps of the Procedure 3

 Selection of the Arbitrator 4

 Authority of the Arbitrator 4

 Fees and Expenses of Arbitrator 4

 Hearing Dates and Date of Award 4

 Monetary Relief 5

 Failure to Respond 5

I.E. OFFICIAL REPRESENTATIVES 5

I.F. ASSOCIATION SECURITY 5

 Authorization for Deductions 5

 Dues Deductions 5

ARTICLE II: EMPLOYMENT CONDITIONS 7

II.A. NON-DISCRIMINATION 7

II.B. AMERICANS WITH DISABILITIES ACT 7

II.C. EMPLOYMENT STATUS 7

II.D. SEVERANCE PAY 7

II.E. PERSONNEL FILES 9

II.F. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS 9

ARTICLE III: PAY, HOURS AND BENEFITS 11

III.A. WAGES 11

**III.B. PEACE OFFICER STANDARDS TRAINING (POST) CERTIFICATE
 PREMIUM 11**

III.C. RETENTION PAY 13

III.D. ACTING ASSIGNMENT PAY 14

III.E. METHOD OF CALCULATION 14

III.F. WORK SCHEDULES 14

 Regular Work Day 14

 Regular Work Week 15

III.G. EXECUTIVE LEAVE 15

 Executive Leave 15

III.H. HOLIDAYS 15

III.I. FLOATING HOLIDAYS 16

III.J. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE 16

III.K. HOLIDAYS THAT FALL ON A SATURDAY 16

III.L. IN-LIEU HOLIDAY 16

III.M. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY.....	17
III.N. VACATION.....	17
III.O. SICK LEAVE.....	17
III.P. COMMANDERS' WELLNESS PROGRAM.....	17
III.Q. PILOT WELLNESS PROGRAM.....	18
III.R. HEALTH AND DENTAL INSURANCE	19
Health and Dental Coverage	19
Hepatitis B Vaccine	19
Annual Tuberculosis Screening	19
III.S. RETIREMENT BENEFITS	19
III.T. UNIFORMS.....	19
III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK.....	20
III.V. PARENTAL RELEASE TIME	20
<u>ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES</u>	<u>21</u>
IV.A. POLICE COMMAND STAFF TRAINING FUND	21
Paid Status During Training.....	21
IV.B. JOINT COMMITTEE ON DOJ IMPLEMENTATION	21
IV.C. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY	22
<u>ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT.....</u>	<u>24</u>
V.A. SCOPE	24
Scope Of Agreement Meet and Confer Responsibility During the Term of The Agreement.....	24
V.B. SAVINGS CLAUSE.....	25
V.C. DURATION OF AGREEMENT	25
V.D. SIGNATURE PAGE.....	26

ARTICLE I: REPRESENTATION

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered members, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

I.A. RECOGNITION

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the bargaining units listed below:

P-3-0 0390 Chief of Police
0395 Assistant Chief of Police
0400 Deputy Chief
0401 Deputy Chief 2
0402 Deputy Chief 3
0488 Commander, Police Department
0489 Commander II
0490 Commander III

4. Recognition shall only be extended to individual jobcodes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

I.B. NO STRIKE PROVISION

5. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause,

encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.C. MANAGEMENT RIGHTS

6. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
8. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.D. GRIEVANCE PROCEDURES

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
10. A grievance is any dispute that involves the interpretation or application of a specific provision of this Agreement. Grievances may be filed only by the Association. In the event that an employee or a group of employees elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the employee(s) will be held in abeyance pending the employee's election of remedies. If an employee or group of employees elects another remedy the grievance shall be deemed withdrawn.
11. A grievance must include the following:
 - a. The basis and date of the grievance as known at the time of submission;
 - b. The section(s) of the Agreement allegedly violated;
 - c. The remedy or solution sought.

12. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the information is provided. If the Association does not provide the information within 30 calendar days of request, the grievance, or the portion to which the requested information is not supplied, is deemed withdrawn.

Time Limits

13. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.
14. For purposes of this grievance procedure, a “day” is defined as a “business day,” unless expressly stated as a calendar day. A business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

Steps of the Procedure

15. Except for grievances involving multiple employees or the Chief of Police, all grievances must be initiated at Step 1 of the grievance procedure.
16. A grievance affecting more than one employee shall be filed with the Chief of Police. A grievance initiated on behalf of the Chief of Police shall be filed with the Employee Relations Director. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
17. Step 1: The Association shall submit the grievance in writing to the grievant’s immediate supervisor. The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
18. Step 2: If the grievance is not resolved at Step 1, the Association, on behalf of the individual grievant, may appeal to the Chief of Police, in writing, within ten (10) days of receipt of the Step 1 response. The Chief of Police may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The Chief of Police shall respond in writing within twenty (20) days of the meeting or receipt of the grievance, whichever is later.
19. Step 3: If the grievance is not resolved at Step 2, the Association may appeal to the Employee Relations Director (“Director”), in writing, within fifteen (15) days of receipt of the Step 2 response. The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in

writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.

20. Step 4: If the grievance is not resolved at Step 3, the Association may submit the grievance to arbitration within twenty (20) days of receipt of the Step 3 response. Only the Association may submit a grievance to arbitration.

Selection of the Arbitrator

21. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") or the American Arbitration Association ("AAA") provide the parties with a list of seven (7) potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.
22. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

Authority of the Arbitrator

23. The arbitrator shall have no power or authority to: alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code; or add to, ignore, modify or amend the terms of this Agreement.
24. Notwithstanding any other provisions of this Agreement, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

Fees and Expenses of Arbitrator

25. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

Hearing Dates and Date of Award

26. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments.

Monetary Relief

27. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

Failure to Respond

28. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.E. OFFICIAL REPRESENTATIVES

29. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate units, and to participate in the discussions, deliberations and decisions at such meetings.

I.F. ASSOCIATION SECURITY

Authorization for Deductions

30. The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

Dues Deductions

31. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.

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32. No later than nine working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, jobcode (rank), department number, and the amount deducted.
 33. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, jobcode (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
 34. The above information shall be provided by the City at no cost to the Association.
 35. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

36. The City and the Association agree that discriminating against or harassing employees, including sworn and non-sworn employees, applicants, or persons providing services to the City by contract, because of their actual or perceived race, color, creed, religion, sex/gender, sexual orientation, gender identity, gender expression, national origin, ancestry, physical or mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, military and veteran status, political affiliation or opinion, Association membership or nonmembership, Association activity, or other protected category under the law, is prohibited. This paragraph shall not restrict any City or Department rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
37. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. If the City offers more than one administrative remedy, e.g., grievance or EEO complaint process, the Association and the employee shall elect only one. That election is irrevocable. This paragraph shall not foreclose an affected employee from electing any administrative or statutory remedy provided by law.
38. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Article I, Section D of this Agreement.

II.B. AMERICANS WITH DISABILITIES ACT

39. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with applicable federal, state and local disability anti-discrimination laws. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such laws. The City reserves the right to take any action necessary to comply therewith.

II.C. EMPLOYMENT STATUS

40. It is recognized, understood and agreed that employees in jobcodes (ranks) assigned to bargaining units covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

II.D. SEVERANCE PAY

41. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the

employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.

A. In providing pay in lieu of notice under paragraph (1) above, if a represented employee has permanent civil service status in a position and returns to that position upon involuntary release from the position represented by the Association, the employee shall receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of position from which he or she is being released and the pay in the underlying permanent civil service position to which the employee reverts.

42. 2. In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Except as provided in Section II.D.3 below, employees who elect severance shall receive one week's severance pay for each full year worked, up to a maximum of twenty (20) weeks. Where the employee electing severance is the Chief of Police, he or she shall receive a minimum of two months' severance pay. In exchange for severance pay, the employee must provide a release signed by the employee and the Association of any and all claims arising out of the employee's employment or termination of employment (including claims arising under this Agreement) that the employee or the Association may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall also include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section II.D
43. 3. Payment of severance is dependent upon approval of the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Officer, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor.
44. 4. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the Police Department for two years from the date of release.

II.E. PERSONNEL FILES

45. The City shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in an employee's master personnel file without the employee having acknowledged notice of the adverse comments on the face of the document prior to placement in the files. However, the City may place an adverse comment in an employee's file, if after reading the document the employee refuses to sign it. The City shall note the refusal to sign on that document, and the employee must sign or initial the notation. Employees may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Chief of Police originating from other sources directly related to their job performance.
46. Other than employees and their representatives authorized under paragraph 45 above, only persons authorized by the Chief of Police of his/her designee may review an employee's master personnel file.
47. This section regarding employee access and authorized review applies to materials contained in Department files of Internal Affairs Division and EEO Division cases classified as improper conduct after the Chief determines to proceed with disciplinary action. All other access to the files at Internal Affairs Division and EEO Division must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction.
48. This section does not waive employee rights under either the Public Safety Officers Procedural Bill of Rights Act or applicable provisions of the California Evidence and Penal Codes relating to the confidentiality, authorized review, and disclosure of peace officer personnel records.

II.F. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS

49. It is agreed that a complainant's Department of Police Accountability ("DPA") complaint form shall be released to the complainant upon request.
50. Notwithstanding any other provision of this Agreement, if a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to the hearing and upon seventy-two (72) hours' advance notice, shall have access to all evidence not deemed to be confidential pursuant to the Police Commission rules. Access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
51. Review and receipt of evidence shall be permitted only after the requesting party and his or her representative has executed a confidentiality statement approved by the

Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.

52. Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the DPA in matters that are not sustained, as well as in those matters which are disposed of by the Chief of Police and do not result in a Police Commission hearing. These reports shall be available for public review and disclosure. These reports shall not contain the name(s) of the complainant(s) nor of the charged officer(s) nor contain any information which would: (a) deprive a person of the right to a fair trial or an impartial adjudication; (b) disclose investigative techniques and procedures deemed confidential by the Police Commission; (c) disclose confidential information when disclosure is prohibited by any law; (d) endanger the life or physical safety of any person, including but not limited to, law enforcement personnel; or (e) result in an unnecessary invasion of the personal privacy of an individual.
53. The DPA, in conjunction with the Police Commission, shall develop procedures which may utilize face-to-face dispute resolution in appropriate cases. Use of these procedures will be voluntary and subject to the veto power of the DPA for the complainant or the affected employee.
54. Disputes regarding this section shall be resolved by utilization of existing rules and regulations and shall not be subject to the grievance and arbitration procedure contained in this Agreement.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

55. Established wage rate differentials between covered job-codes (ranks) and the highest paid Deputy Chief rank shall be maintained for the duration of this Agreement, exclusive of the additional 4% in wages received by the Deputy Chiefs on July 1, 2007 pursuant to the 2007-2011 POA P-2B MOU, Article III.2.A. Overtime.
56. The City shall continue to implement a merit pay based recognition program. Subject to the recommendation and approval of the Police Commission for the Police Chief and subject to the approval of the Police Chief for the other represented job-codes (ranks), merit pay base annual adjustments may be awarded to an employee ranging from 0% to 5% of an employee's base annual salary.
57. Employees shall receive the following base wage increases:

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.

III.B. PEACE OFFICER STANDARDS TRAINING (POST) CERTIFICATE PREMIUM

58. Effective July 1, 2018, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:
- Employees possessing an intermediate POST certificate shall receive a 5% premium by appointment to the intermediate rank below.
 - Employees possessing an advanced POST certificate shall receive a 7% premium by appointment to the advanced rank below.

59. Effective July 1, 2019, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:

- Employees possessing an intermediate POST certificate shall receive a 6% premium by appointment to the intermediate rank below.
- Employees possessing an advanced POST certificate shall receive an 8% premium by appointment to the advanced rank below.

<u>Rank</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Commander	0488	0489	0490
Deputy Chief	0400	0401	0402

60. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees compensated as noted above. This premium shall be included for purposes of retirement benefit calculations and contributions in compliance with the Charter.

61. Employees 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.

62. 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 0488 or 0400 within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

63. 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 Association shall cooperate with the defense of such claims by the City and County.

64. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by a 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 that 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 Agreement prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such

employees as if this Agreement had never been in effect. Provided, however, that if such a recalculation should occur, no employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies that he or she received between the effective date of appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meet and confer to reach agreement on alternative benefits.

III.C. RETENTION PAY

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

66. Effective July 1, 2018, eligible employees shall receive:

Years of Service	Premium Incremental (Cumulative)
23	2%
30	additional 4% (6% total)

67. 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 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%
15	additional 2% (3% total)
20	additional 2% (5% total)
25	additional 2% (7% total)

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

- a. 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;
- b. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and
- c. employees must have a POST intermediate certificate or higher.

69. Retention pay shall be included for purposes of retirement benefit calculations and

contributions as permitted by the Charter. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

III.D. ACTING ASSIGNMENT PAY

70. Represented employees assigned by the Chief of Police to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7.5%) additional compensation above the employee's base rate of pay subject to all of the following conditions:
71. 1. The assignment shall be in writing.
72. 2. The position to which the employee is assigned must be a budgeted position.
73. 3. The employee is assigned to perform the duties of a higher job-code (rank) for longer than ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.
74. 4. If a represented employee qualifies for acting assignment pay for thirty (30) or more consecutive working days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent (7.5%) increase already received.
75. Requests for classification or reclassification review shall not be governed by this provision.
76. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

III.E. METHOD OF CALCULATION

77. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time-off is authorized time-off with pay.

III.F. WORK SCHEDULES

Regular Work Day

78. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.

Regular Work Week

79. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period.

III.G. EXECUTIVE LEAVE

80. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
81. Any new hires in job-codes (ranks) covered by this Agreement shall cash-out any accumulated compensatory time-off at their former base rate of pay upon appointment to a job-code (rank) covered by this Agreement.
82. Covered employees are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.

Executive Leave

83. Employees covered by Safety P-3-0 shall receive five days of paid executive leave per year. Executive leave may not be carried over into subsequent fiscal years and may not be cashed-out.

III.H. HOLIDAYS

84. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s Birthday)
the third Monday in February (President's Day)
the last Monday in May (Memorial Day)
July 4 (Independence Day)
the first Monday in September (Labor Day)
the second Monday in October (Indigenous Peoples Day and Italian American Heritage Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

85. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

86. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
87. The City shall accommodate religious belief or observance of employees as required by law.
88. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the Appointing Officer in the current fiscal year.

III.I. FLOATING HOLIDAYS

89. Four (4) additional floating holidays may be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

III.J. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

90. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

III.K. HOLIDAYS THAT FALL ON A SATURDAY

91. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

III.L. IN-LIEU HOLIDAY

92. In-Lieu Holidays must be taken within the fiscal year earned.

III.M. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

93. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
94. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

III.N. VACATION

95. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

III.O. SICK LEAVE

96. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.
97. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

III.P. COMMANDERS' WELLNESS PROGRAM

98. In recognition that Commanders were able to participate in the annual wellness program while covered under the P-2B Memorandum of Understanding, the City shall continue to provide a wellness program for Commanders as follows:
99. 1. Commanders must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours.
100. 2. Once a Commander has established their core bank of sick leave hours, they shall be entitled to an annual conversion of sick leave hours for cash out payment under the following conditions. If a Commander utilizes thirty (30) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to fifty (50) hours accrued during that fiscal year. If a Commander utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Sick leave hours donated to catastrophic sick leave

bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

101. 3. Payment of the cash out shall take place on annual basis on the pay period closest to June 1 for each remaining fiscal year of this Agreement.
102. 4. The aforesaid payments shall not be considered as part of a Commander's salary for the purpose of computing retirement benefits or retirement contributions.

III.Q. PILOT WELLNESS PROGRAM

103. The City shall continue the pilot "wellness program." Any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused 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. The pilot "wellness incentive program" shall sunset on June 30, 2019.

104. The amount of this payment shall be equal to two percent (2%) of sick leave balances earned but unused 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 hours, as described by CSC rules, shall not be included in this computation.

Example of calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness incentive=2 ½ % for each year of service x 20 years of service=40%

40% x 500 hours=200 hours

200 hours x \$25.00 (base salary rate at time of separation)=\$5,000

105. The number of hours for which an employee may receive cash payment shall not exceed one thousand forty (1040), including any vested sick leave hours.
106. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.R. HEALTH AND DENTAL INSURANCE

Health and Dental Coverage

107. The City shall provide contributions for employee health benefits at the rate prescribed in Charter sections A8.423 through A8.428.
108. Health and dental benefits, including flexible spending ("cafeteria") benefits, will be equivalent to those offered to members of the Municipal Executives' Association ("MEA") Miscellaneous bargaining unit.

Hepatitis B Vaccine

109. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.

Annual Tuberculosis Screening

110. The City shall provide, at its cost, annual tuberculosis screening for employees.

III.S. RETIREMENT BENEFITS

111. Employees shall pay their own retirement contributions in accordance with the Charter requirements. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.

III.T. UNIFORMS

112. Employees shall receive as part of their regular rate of pay one thousand one hundred dollars (\$1,100) per year as an annual uniform allowance.
113. Employees shall be responsible for the maintenance, care, repair and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear. This responsibility includes maintenance, care, repair, and replacement of normal business attire worn for work.
114. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department in General Order 10.01.
115. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of clothing. The annual uniform allowance is provided specifically for employees to purchase the above listed standard uniform items. Employees shall, at all times, maintain a sufficient quantity and quality of uniform items to meet uniform and grooming standards at all times.

116. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK

117. Subject to the approval of the Chief of Police or his/her designee, the Q-63 Director of Forensic Services, shall be compensated one-and-one-half (1.5) times the base rate of pay for hours worked in excess of the employee's normal work schedule when performing work in which a third party, non-City agency (i.e., person, corporation, firm or organization) is reimbursing the department for the cost of such services.

III.V. PARENTAL RELEASE TIME

118. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave—two (2) hours of which will be paid leave each semester—each year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.
119. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.
120. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.
121. Denial of Parental Leave under this section is not subject to the grievance process.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. POLICE COMMAND STAFF TRAINING FUND

122. The City will contribute ten thousand dollars (\$10,000) annually to a Police Command Staff Training Fund for the exclusive use of employees covered under this Agreement. The Chief of Police will determine the allocation of this fund. Any unused funds shall not carry forward to the next fiscal year.
123. This section shall not be subject to the grievance procedure.

Paid Status During Training

124. When the Chief of Police assigns employees in this bargaining unit to attend required training, the employee shall suffer no loss of pay.

IV.B. JOINT COMMITTEE ON DOJ IMPLEMENTATION

125. The parties shall work cooperatively to implement industry best practices in policing. To this end, the parties agree to establish a joint Committee to support full implementation of police reform measures as recommended by the October 2016 U.S. Department of Justice, Community Oriented Policing Services report titled Collaborative Reform Initiative: An Assessment of the San Francisco Police Department (DOJ COPS Report). The Committee shall be comprised of four members: two representatives from the Police Department and two representatives from the Association. The Committee shall meet monthly unless otherwise agreed to by the parties. The Committee shall disband on June 30, 2021.
126. The Committee shall be allocated \$200,000 for fiscal year 2018-2019 for the purpose of providing employee training and technical assistance for employees. The sole purpose of these funds shall be to support training and technical assistance for full implementation of the DOJ COPS Report recommendations. The Chief of Police shall make the final determination on the expenditure of the funds, and shall take in to consideration recommendations from the Joint Committee before making said determination.
127. The City, in its sole discretion, may allocate additional training and technical assistance funds not to exceed \$200,000 per fiscal year, for fiscal years 2019-2020 and 2020-2021. Unexpended funds in any fiscal year shall not roll over to the following fiscal year.
128. Nothing in this section shall be subject to the grievance procedure.

IV.C. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY

129. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.
130. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
131. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
132. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
133. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
 2. Switch from the direct deposit option to the pay card option, or vice versa;
 3. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced;
134. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
135. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

136. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
137. The parties mutually agree that employees may print out pay advices during work hours.

ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT

V.A. SCOPE

Scope Of Agreement Meet and Confer Responsibility During the Term of The Agreement

138. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to 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.
139. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as provided for in this article, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
140. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
141. During the term of this Agreement disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall be subject to the impasse procedures as provided in Charter Section A8.590-5(g).
142. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
143. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this Agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

144. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

V.B. SAVINGS CLAUSE

145. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

V.C. DURATION OF AGREEMENT

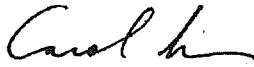
146. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2021.

V.D. SIGNATURE PAGE

In Witness Hereof, the parties have executed this AGREEMENT this ____ day of _____, 2018.

FOR THE CITY

FOR THE UNION

 5/9/18


Carol Isen Date
Employee Relations Director

Raquel Silva Date
Municipal Executives' Association

 5/9/18

Micki Callahan Date
Human Resources Director

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

 5/9/18

Katharine Porter Date
Chief Labor Attorney,
City Attorney

MEMORANDUM OF UNDERSTANDING

Between

THE CITY AND COUNTY OF SAN FRANCISCO

And

**MUNICIPAL EXECUTIVES' ASSOCIATION
POLICE**

~~July 1, 2007 – June 30, 2018~~ July 1, 2017 – June 30, 2021

~~Per Amendment 5~~

TABLE OF CONTENTS

ARTICLE I: REPRESENTATION 1

I.A. RECOGNITION 1

I.B. NO STRIKE PROVISION..... 1

I.C. MANAGEMENT RIGHTS..... 2

I.D. GRIEVANCE PROCEDURES..... 2

 Time Limits..... 3

 Steps of the Procedure 3

 Selection of the Arbitrator 4

 Authority of the Arbitrator..... 5

 Fees and Expenses of Arbitrator 5

 Hearing Dates and Date of Award 5

 Monetary Relief 5

 Failure to Respond 5

I.E. OFFICIAL REPRESENTATIVES 5

I.F. ASSOCIATION SECURITY..... 6

 Authorization for Deductions 6

 Dues Deductions 6

ARTICLE II: EMPLOYMENT CONDITIONS..... 8

II.A. NON-DISCRIMINATION 8

II.B. AMERICANS WITH DISABILITIES ACT..... 8

II.C. EMPLOYMENT STATUS 8

II.D. SEVERANCE PAY..... 9

II.E. PERSONNEL FILES..... 10

II.F. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS..... 10

ARTICLE III: PAY, HOURS AND BENEFITS 12

III.A. WAGES..... 12

**III.B. PEACE OFFICER STANDARDS TRAINING (POST) CERTIFICATE
 PREMIUM..... 12**

III.C. RETENTION PAY 14

III.BD. ACTING ASSIGNMENT PAY..... 15

III.CE. METHOD OF CALCULATION..... 16

III.DF. WORK SCHEDULES 16

 Regular Work Day 16

 Regular Work Week 16

III.EG. EXECUTIVE LEAVE/~~ADMINISTRATIVE LEAVE~~..... 16

 Executive Leave..... 16

 Administrative Leave..... 16

III.FH. HOLIDAYS..... 17

III.GI. FLOATING HOLIDAYS..... 18

III.HJ. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE 18

III.IK. HOLIDAYS THAT FALL ON A SATURDAY 18

III.JL. IN-LIEU HOLIDAY.....	18
III.KM. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY.....	18
III.LN. VACATION.....	19
III.MO. SICK LEAVE.....	19
III.P. COMMANDERS' WELLNESS PROGRAM.....	19
III.NQ. PILOT WELLNESS PROGRAM.....	20
III.OR. HEALTH AND DENTAL INSURANCE.....	20
Health and Dental Coverage.....	20
Management Cafeteria Plan.....	21
Dental Insurance.....	21
Hepatitis B Vaccine.....	22
Annual Tuberculosis Screening.....	22
III.PS. RETIREMENT BENEFITS.....	22
III.QT. UNIFORMS.....	22
III.RU. THIRD PARTY FUNDED CRIME LABORATORY WORK.....	23
III.SV. PARENTAL RELEASE TIME.....	23
ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES.....	24
IV.A. POLICE COMMAND STAFF TRAINING FUND.....	24
Paid Status During Training.....	24
IV.B. JOINT COMMITTEE ON DOJ IMPLEMENTATION.....	24
IV.AC. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY ...	25
ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT.....	27
V.A. SCOPE.....	27
Scope Of Agreement Meet and Confer Responsibility During the Term of The Agreement.....	27
V.B. SAVINGS CLAUSE.....	28
V.C. DURATION OF AGREEMENT.....	28
V.D. SIGNATURE PAGE.....	29

ARTICLE I: REPRESENTATION

1. This Agreement is entered into by the City and County of San Francisco (hereinafter "City") and the Municipal Executives Association (hereinafter "Association"). It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.
2. It is the intent of the parties that the provisions of this Agreement shall become binding upon adoption or acceptance by the City and ratification by the covered members, or upon a final decision rendered by an arbitration panel pursuant to the interest arbitration procedure under Charter Section A8.590-1, et seq.

I.A. RECOGNITION

3. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions set forth in the City's Employee Relations Ordinance for the bargaining units listed below:

P-3-0 0390 Chief of Police

0395 Assistant Chief of Police

0400 Deputy Chief

0401 Deputy Chief 2

0402 Deputy Chief 3

0488 Commander, Police Department

0489 Commander II

0490 Commander III

~~P 3 1 Q 63 Criminologist~~

4. Recognition shall only be extended to individual jobcodes (ranks) accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to bargaining units acquired through affiliations or service agreements. Upon request of the Association the City will meet and confer concerning proposed changes to bargaining units.

I.B. NO STRIKE PROVISION

5. During the term of this Agreement the City will not lock out the employees who are covered by this Agreement. This Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.C. MANAGEMENT RIGHTS

6. In accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
7. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public and exercise control and discretion over the City's organization and operations. The City may also relieve city employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted.
8. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequences of any such actions on wages, hours, benefits or other terms and conditions of employment whenever memoranda of understanding providing a grievance procedure are in full force and effect.

I.D. GRIEVANCE PROCEDURES

9. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
10. A grievance is defined as an allegation by an employee, a group of employees or the Association that the City has violated a term or condition of employment provided in this Agreement. A grievance is any dispute that involves the interpretation or application of a specific provision of this Agreement. Grievances may be filed only by the Association. In the event that an employee or a group of employees elect(s) to file a complaint with any governmental agency or court alleging a factual basis which is also the basis of a grievance, the Association agrees that any grievance filed on behalf of the employee(s) will be held in abeyance pending the employee's election of remedies. If an employee or group of employees elects another remedy the grievance shall be deemed withdrawn.

XX. A grievance must include the following:

- a. The basis and date of the grievance as known at the time of submission;

- b. The section(s) of the Agreement allegedly violated;
- c. The remedy or solution sought.

XX. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the information is provided. If the Association does not provide the information within 30 calendar days of request, the grievance, or the portion to which the requested information is not supplied, is deemed withdrawn.

Time Limits

- 11. ~~The time limits set forth herein may be extended by agreement of the parties. Any such extension must be confirmed in writing. For purposes of calculation of time, a "day" is defined as a "calendar day," including weekends and holidays. The parties have agreed upon this grievance procedure to ensure the swift resolution of all grievances. It is critical to the process that each step is followed within applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.~~

XX. For purposes of this grievance procedure, a "day" is defined as a "business day," unless expressly stated as a calendar day. A business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

Steps of the Procedure

- 12. Except for grievances involving multiple employees or the Chief of Police, all grievances must be initiated at Step 1 of the grievance procedure.
- 13. A grievance affecting more than one employee shall be filed with the Chief of Police Appointing Officer. Grievances affecting more than one department shall be filed with the Employee Relations Division. A grievance initiated on behalf of the Chief of Police shall be filed with the Employee Relations Director. In the event the City disagrees with the level at which the grievance is filed it may submit the matter to the Step it believes is appropriate for consideration of the dispute.
- 14. ~~Step 1: An employee shall discuss the grievance informally with his/her immediate supervisor as soon as possible but in no case later than twenty (20) days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have an Association representative present.~~

15. Step 12: ~~If the grievance is not resolved within seven (7) days after contact with the immediate supervisor, the grievant~~ **The Association will shall** submit the grievance in writing to the **grievant's** immediate supervisor, on a mutually agreeable grievance form. ~~The grievance will set forth the facts of the grievance, the terms and conditions of employment claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.~~
16. _____ The immediate supervisor shall respond in writing within ten (10) days following receipt of the written grievance.
17. Step 23: ~~A grievant~~ **If the grievance is not resolved** dissatisfied with the supervisor's response at Step 12, **the Association, on behalf of the individual grievant,** may appeal to the **Chief of Police** Appointing Officer, in writing, within ten (10) days of receipt of the Step 12 answer **response**. The **Chief of Police** Appointing Officer may convene a meeting within fifteen (15) days with the grievant and/or the grievant's Association representative. The **Chief of Police** Appointing Officer shall respond in writing within twenty (20) days of the hearing **meeting** or receipt of the grievance, whichever is later.
18. Step 34: ~~A grievant dissatisfied with the Appointing Officer's response at Step 3 may appeal to the Director, Employee Relations, in writing, within fifteen (15) days of receipt of the Step 3 answer.~~ **If the grievance is not resolved at Step 2, the Association may appeal to the Employee Relations Director ("Director"), in writing, within fifteen (15) days of receipt of the Step 2 response.** The Director may convene a grievance meeting within fifteen (15) days with the grievant and/or the grievant's Association. The Director shall respond to the grievance in writing within twenty (20) days of the meeting or, if none is held, within twenty (20) days of receipt of the appeal.
19. Step 45: ~~If the grievance is not resolved at Step 3, the Association is dissatisfied with the Step 4 answer it may appeal by notifying the Director, Employee Relations, in writing, may submit the grievance to arbitration within twenty (20) days of receipt of the 4th Step decision that arbitration is being invoked.~~ **the Step 3 response. Only the Association may submit a grievance to arbitration.**

Selection of the Arbitrator

20. When a matter is appealed to arbitration, the parties shall first attempt to mutually agree upon an Arbitrator to hear the matter. In the event no agreement is reached within ten (10) working days, or any extension of time mutually agreed upon, the parties shall request that the State Mediation and Conciliation Service ("SMCS") or the American Arbitration Association ("AAA") provide the parties with a list of seven (7)

potential arbitrators. The parties, by lot, shall alternately strike names from the list, and the name that remains shall be the arbitrator designated to hear the particular matter.

21. The parties may, by mutual agreement, agree to an alternate method of arbitrator selection and appointment, including, the expedited appointment of an arbitrator from a list provided by the SMCS or AAA.

Authority of the Arbitrator

22. The arbitrator shall have no **power or** authority to: **alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code;** or add to, ignore, modify or amend the terms of this Agreement.

XX. Notwithstanding any other provisions of this Agreement, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

Fees and Expenses of Arbitrator

23. The fees and expenses of the Arbitrator shall be shared equally by the parties. Direct expenses of the arbitration shall be borne equally by the parties.

Hearing Dates and Date of Award

24. Hearings shall be scheduled within forty-five (45) days of selection of an arbitrator. Awards shall be due within forty-five (45) days following the receipt of closing arguments. ~~As a condition of appointment to the permanent panel arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.~~

Monetary Relief

25. Any claim for monetary relief shall not extend more than twenty (20) days prior to the filing of a grievance, unless considerations of equity or bad faith justify a greater entitlement. The arbitrator shall be required to deduct from any monetary awards all income from any source received by the employee. The arbitrator shall not be authorized to award any interest on any pre or post monetary award.

Failure to Respond

26. In the event a grievance is not initiated or appealed through the steps in accordance with the time periods set above, it shall be void. Failure of the City to timely reply to a grievance shall authorize appeal to the next grievance step.

I.E. OFFICIAL REPRESENTATIVES

27. The Association may select as many as three (3) members of the Association to attend during regular duty or work hours without loss of compensation, meetings scheduled with the Civil Service Commission, the Department of Human Resources, the Director of Employee Relations, or designee, when such meetings have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate units, and to participate in the discussions, deliberations and decisions at such meetings.

I.F. ASSOCIATION SECURITY

Authorization for Deductions

28. The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, a representative designated by the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

Dues Deductions

29. Dues deductions, once initiated, shall continue until an individual covered member submits a written revocation of dues. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. Mail addressed to the Payroll/Personnel Services Division, Office of the Controller, 875 Stevenson Street, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.
30. No later than nine working days following payday, the Controller will promptly pay over to the Association all sums withheld for membership dues. The Controller shall also provide with each payment a list of employees paying dues. Such lists shall contain the employee's name, employee number, jobcode (rank), department number, and the amount deducted.
31. On a quarterly basis, the City shall provide the Association a list of covered employees containing employee name, employee number, jobcode (rank), department, Civil Service status, annual salary, and whether the employee pays dues to the Association. Such list shall be provided in hard copy and on computer disk in a mutually agreeable format.
32. The above information shall be provided by the City at no cost to the Association.

33. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section, provided the City has complied with its obligations in this section.

ARTICLE II: EMPLOYMENT CONDITIONS

II.A. NON-DISCRIMINATION

34. The City and the Association agree that discriminating against or harassing employees, including sworn and non-sworn employees, applicants, or persons providing services to the City by contract, this Agreement shall be administered in a nondiscriminatory manner and that no person covered by this Agreement shall in any way be discriminated against because of their actual or perceived race, color, creed, religion, sex/gender, sexual orientation, gender identity, gender expression, national origin, ancestry, physical or mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, military and veteran status, political affiliation or opinion, or Association membership or nonmembership, Association activity, or nonmembership other protected category under the law, is prohibited, nor shall a person be subject to sexual harassment. The City shall process complaints of sexual harassment pursuant to Civil Service Rules, the Administrative Code and Federal and State laws. This paragraph shall not restrict any City or Department rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.

~~XX. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. If the City offers more than one administrative remedy, e.g., grievance or EEO complaint process, the Association and the employee shall elect only one. That election is irrevocable. This paragraph shall not foreclose an affected employee from electing any administrative or statutory remedy provided by law.~~

~~XX. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Article I, Section D of this Agreement.~~

II.B. AMERICANS WITH DISABILITIES ACT

35. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities, in order to comply with the provisions of the Americans with Disabilities Act, the Fair Employment and Housing Act and all other applicable federal, state and local disability anti-discrimination statutes laws. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such statutes laws. The City reserves the right to take any action necessary to comply therewith.

II.C. EMPLOYMENT STATUS

36. It is recognized, understood and agreed that employees in jobcodes (ranks) assigned to bargaining units covered under this contract are Civil Service exempt and serve at the sole discretion of the Appointing Officer.

II.D. SEVERANCE PAY

37. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.

A. In providing pay in lieu of notice under paragraph (1) above, if a represented employee has permanent civil service status in a position and returns to that position upon involuntary release from the position represented by the Association, the employee shall receive as pay in lieu of notice, for the time prescribed above, the difference between the pay of position from which he or she is being released and the pay in the underlying permanent civil service position to which the employee reverts.

38. 2. In addition to paragraph (1), the parties agree that the severance is available per this paragraph to the following covered employees: (a) represented exempt employees who are involuntarily removed or released from City employment; and (b) represented, exempt employees who are involuntarily returned to a permanent job code (rank) and who elect to separate from City Service. Except as provided in Section II.D.3 below, Said employees who elect severance shall receive two months' severance pay one week's severance pay for each full year worked, up to a maximum of twenty (20) weeks. Where the employee electing severance is the Chief of Police, he or she shall receive a minimum of two months' severance pay. In exchange for severance pay, the employee must provide a release signed by the employee and MEA the Association of any and all claims arising out of the employee's employment or termination of employment (including claims arising under this Agreement) that the employee or MEA the Association may have against the City including any officer or employee thereof. This release shall be in a form acceptable to the City and shall also include a waiver of any rights the employee may have to return to City employment, (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of notice or severance pay due under Section II.D. ~~This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.~~

XX. 3. Payment of severance is dependent upon approval of the Appointing Officer, Controller and the Human Resources Director. Approval will be based on a good

faith consideration of whether the employee's removal or release was involuntary, was initiated by the Appointing Officer, and was in the best interests of the City; and whether the termination of employment was based on conduct involving misappropriation of public funds or property, misuse or destruction of public property, mistreatment of persons, or acts which would constitute a felony or misdemeanor.

XX. 4. Any employee accepting severance pay is ineligible to be appointed to City service under Charter Section A8.511 (a Proposition F appointment) in the Police Department for two years from the date of release.

II.E. PERSONNEL FILES

XX. The City shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in an employee's master personnel file without the employee having acknowledged notice of the adverse comments on the face of the document prior to placement in the files. However, the City may place an adverse comment in an employee's file, if after reading the document the employee refuses to sign it. The City shall note the refusal to sign on that document, and the employee must sign or initial the notation. Employees may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Chief of Police originating from other sources directly related to their job performance.

XX. Other than employees and their representatives authorized under paragraph XX above, only persons authorized by the Chief of Police or his/her designee may review an employee's master personnel file.

XX. This section regarding employee access and authorized review applies to materials contained in Department files of Internal Affairs Division and EEO Division cases classified as improper conduct after the Chief determines to proceed with disciplinary action. All other access to the files at Internal Affairs Division and EEO Division must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction.

XX. This section does not waive employee rights under either the Public Safety Officers Procedural Bill of Rights Act or applicable provisions of the California Evidence and Penal Codes relating to the confidentiality, authorized review, and disclosure of peace officer personnel records.

II.F. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS

- XX. It is agreed that a complainant's Department of Police Accountability ("DPA") complaint form shall be released to the complainant upon request.
- XX. Notwithstanding any other provision of this Agreement, if a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to the hearing and upon seventy-two (72) hours' advance notice, shall have access to all evidence not deemed to be confidential pursuant to the Police Commission rules. Access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
- XX. Review and receipt of evidence shall be permitted only after the requesting party and his or her representative has executed a confidentiality statement approved by the Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.
- XX. Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the DPA in matters that are not sustained, as well as in those matters which are disposed of by the Chief of Police and do not result in a Police Commission hearing. These reports shall be available for public review and disclosure. These reports shall not contain the name(s) of the complainant(s) nor of the charged officer(s) nor contain any information which would: (a) deprive a person of the right to a fair trial or an impartial adjudication; (b) disclose investigative techniques and procedures deemed confidential by the Police Commission; (c) disclose confidential information when disclosure is prohibited by any law; (d) endanger the life or physical safety of any person, including but not limited to, law enforcement personnel; or (e) result in an unnecessary invasion of the personal privacy of an individual.
- XX. The DPA, in conjunction with the Police Commission, shall develop procedures which may utilize face-to-face dispute resolution in appropriate cases. Use of these procedures will be voluntary and subject to the veto power of the DPA for the complainant or the affected employee.
- XX. Disputes regarding this section shall be resolved by utilization of existing rules and regulations and shall not be subject to the grievance and arbitration procedure contained in this Agreement.

ARTICLE III: PAY, HOURS AND BENEFITS

III.A. WAGES

39. Established wage rate differentials, including any special payments based exclusively on service, between covered job-codes (ranks) and the highest paid Deputy Chief rank shall be maintained for the duration of this Agreement, exclusive of the additional 4% in wages received by the Deputy Chiefs on July 1, 2007 pursuant to the 2007-2011 POA P-2B MOU, Article III.2.A. Overtime.
40. The City shall continue to implement a merit pay based recognition program. Subject to the recommendation and approval of the Police Commission for the Police Chief and subject to the approval of the Police Chief for the other represented job-codes (ranks), merit pay base annual adjustments may be awarded to an employee ranging from 0% to 5% of an employee's base annual salary.
41. 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.

III.B. PEACE OFFICER STANDARDS TRAINING (POST) CERTIFICATE PREMIUM

- XX. Effective July 1, 2018, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:**

- Employees possessing an intermediate POST certificate shall receive a 5% premium by appointment to the intermediate rank below.
- Employees possessing an advanced POST certificate shall receive a 7% premium by appointment to the advanced rank below.

XX. Effective July 1, 2019, employees at the rank of Commander and Deputy Chief who possess POST certificates shall receive premium pay as follows:

- Employees possessing an intermediate POST certificate shall receive a 6% premium by appointment to the intermediate rank below.
- Employees possessing an advanced POST certificate shall receive an 8% premium by appointment to the advanced rank below.

<u>Rank</u>	<u>Basic</u>	<u>Inter.</u>	<u>Adv.</u>
<u>Commander</u>	<u>0488</u>	<u>0489</u>	<u>0490</u>
<u>Deputy Chief</u>	<u>0400</u>	<u>0401</u>	<u>0402</u>

XX. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees compensated as noted above. This premium shall be included for purposes of retirement benefit calculations and contributions in compliance with the Charter.

XX. Employees 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.

XX. 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 0488 or 0400 within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

XX. 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 Association shall cooperate with the defense of such claims by the City and County.

XX. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by a 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 that 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 Agreement prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such employees as if this Agreement had never been in effect. Provided, however, that if such a recalculation should occur, no employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies that he or she received between the effective date of appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meet and confer to reach agreement on alternative benefits.

III.C. RETENTION PAY

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

XX. Effective July 1, 2018, eligible employees shall receive:

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

XX. 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 retention pay on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative) Value</u>
<u>10</u>	<u>1.00%</u>
<u>15</u>	<u>additional 2% (3% total)</u>
<u>20</u>	<u>additional 2% (5% total)</u>
<u>25</u>	<u>additional 2% (7% total)</u>

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

a. 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;

b. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and

c. employees must have a POST intermediate certificate or higher.

XX. 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.

III.BD. ACTING ASSIGNMENT PAY

42. ~~The Appointing Officer assigns duties to employees covered by this Agreement. Employees assigned by the Appointing Officer or designated to perform the full range of essential functions of a position in a higher job code (rank) shall receive compensation at a higher salary if all of the following conditions are met:~~ Represented employees assigned by the Chief of Police to perform the full range of duties and responsibilities of a higher rank on an acting or temporary basis shall receive seven and one half percent (7.5%) additional compensation above the employee's base rate of pay subject to all of the following conditions:

43. 1. The assignment shall be in writing.

44. 2. The position to which the employee is assigned must be a budgeted position.

45. 3. The employee is assigned to perform the duties of a higher job-code (rank) for longer than ~~thirty (30)~~ ten (10) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.

46. 4. ~~Upon written approval by the Appointing Officer, an employee shall be paid a 5% adjustment as long as it does not exceed the maximum range of the job-code (rank) to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of job code (rank) pay. If a represented employee qualifies for acting assignment pay for thirty (30) or more consecutive working days, the employee shall receive the compensation of the higher rank, retroactive to the first day of the assignment and for the duration of the assignment, less the seven and one half percent (7.5%) increase already received.~~

47. 5. Requests for classification or reclassification review shall not be governed by this provision.

XX. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

III.CE. METHOD OF CALCULATION

48. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time-off is authorized time-off with pay.

III.DE. WORK SCHEDULES

Regular Work Day

49. A regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours.

Regular Work Week

50. The Appointing Officer shall determine the work schedule for employees in his/her department. A regular work week is a tour of duty of five (5) worked days within a seven day period.

III.EG. EXECUTIVE LEAVE/ADMINISTRATIVE LEAVE

51. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.

52. Any new hires in job-codes (ranks) covered by this Agreement shall cash-out any accumulated compensatory time-off at their former base rate of pay upon appointment to a job-code (rank) covered by this Agreement.

53. Covered employees are required to work the days and hours necessary to perform the job duties of their position and shall schedule their time accordingly.

Executive Leave

54. Employees covered by Safety P-3-0 shall receive five days of paid executive leave per year. Executive leave may not be carried over into subsequent fiscal years and may not be cashed-out.

Administrative Leave

55. ~~Employees covered by the P-3-1 Safety Unit may earn up to one hundred (100) hours of paid administrative leave (AL) per fiscal year under the following conditions:~~

56. ~~_____ The employee must work time in excess of normally scheduled hours in order to earn AL. Such excess hours worked shall be credited toward AL at straight time.~~
57. ~~_____ Accrual or use of AL must be approved in advance by the Appointing Officer. Approval to accrue or use AL shall not be unreasonably withheld.~~
58. ~~_____ An employee may carry forward up to one hundred (100) hours of earned but unused AL into the next fiscal year.~~
59. ~~_____ Employees shall not maintain balances of more than one hundred twenty (120) hours of AL.~~
60. ~~_____ Administrative leave may only be taken in paid time off and cannot be "cashed out."~~

III.FH. **HOLIDAYS**

61. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (New Year's Day)
 the third Monday in January (Martin Luther King, Jr.'s Birthday)
 the third Monday in February (President's Day)
 the last Monday in May (Memorial Day)
 July 4 (Independence Day)
 the first Monday in September (Labor Day)
 the second Monday in October (Columbus Indigenous Peoples Day and Italian American Heritage Day)
 November 11 (Veteran's Day)
 Thanksgiving Day
 the day after Thanksgiving
 December 25 (Christmas Day)
62. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
63. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
64. The City shall accommodate religious belief or observance of employees as required by law.

65. Employees required to work on any of the above holidays shall be allowed an in lieu day thereof as scheduled by the Appointing Officer in the current fiscal year.

III.GI. FLOATING HOLIDAYS

66. Four (4) additional floating holidays may be taken on days selected by the employee subject to prior scheduling approval of the Appointing Officer. Employees (both full-time and part-time) must complete six (6) months continuous service to establish initial eligibility for the floating holidays. No compensation of any kind shall be earned or granted for floating days off not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

III.HJ. HOLIDAY PAY FOR EMPLOYEES WHO SEPARATE

67. Employees who have established initial eligibility for floating holidays and subsequently separate from City employment, may at the sole discretion of the appointing authority, be paid those floating holidays to which the separating employee was eligible and had not yet taken off.

III.IK. HOLIDAYS THAT FALL ON A SATURDAY

68. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Appointing Officer in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

III.JL. IN-LIEU HOLIDAY

69. In-Lieu Holidays must be taken within the fiscal year earned.

III.KM. HOLIDAYS FOR EMPLOYEES ON WORK SCHEDULES OTHER THAN MONDAY THROUGH FRIDAY

70. Employees assigned to seven (7) day operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.

71. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

III.L.N. VACATION

72. Award and accrual of vacation benefits shall be as specified in the Administrative Code, and may not be changed during the duration of this Agreement without the concurrence of the Association.

III.M.O. SICK LEAVE

73. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.
74. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

III.P. COMMANDERS' WELLNESS PROGRAM

XX. In recognition that Commanders were able to participate in the annual wellness program while covered under the P-2B Memorandum of Understanding, the City shall continue to provide a wellness program for Commanders as follows:

XX. 1. Commanders must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours.

XX. 2. Once a Commander has established their core bank of sick leave hours, they shall be entitled to an annual conversion of sick leave hours for cash out payment under the following conditions. If a Commander utilizes thirty (30) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to fifty (50) hours accrued during that fiscal year. If a Commander utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

304. 3. Payment of the cash out shall take place on annual basis on the pay period closest to June 1 for each remaining fiscal year of this Agreement.

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

III.NQ. PILOT WELLNESS PROGRAM

75. The City shall continue the pilot "wellness program." Any fulltime employee leaving the employment of the City upon service or disability retirement may receive payment for a portion of sick leave earned but unused 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. The pilot "wellness incentive program" shall sunset on June 30, ~~2018~~2019.

76. The amount of this payment shall be equal to two and one-half percent (2½ %) of sick leave balances earned but unused 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 hours, as described by CSC rules, shall not be included in this computation.

Example of calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness incentive=2 ½ % for each year of service x 20 years of service=~~40~~50%

~~40~~50% x 500 hours=~~200~~250 hours

~~200~~250 hours x \$25.00 (base salary rate at time of separation)=~~\$5,000~~\$6,250.00

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

78. This wellness incentive bonus shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits.

III.OR. HEALTH AND DENTAL INSURANCE

Health and Dental Coverage

79. The City shall provide contributions for employee health benefits at the rate prescribed in Charter sections A8.423 through A8.428.

XX. Health and dental benefits, including flexible spending (“cafeteria”) benefits, will be equivalent to those offered to members of the Municipal Executives’ Association (“MEA”) Miscellaneous bargaining unit.

Management Cafeteria Plan

80. — For July 1, 2014 through December 31, 2015, the City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

81. — Effective January 1, 2016, the City shall make the following monthly contributions based on the employee’s enrollment status with the Health Service System:

Employee Only or Unenrolled: 65% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee plus 1: 75% of the dependent rate charged to employees for Kaiser coverage at the dependent plus two or more level, including any additional charges assessed to Health Service System members by vote of the Health Services Board.

Employee Plus Two or More: 83% of the total health insurance premium for the plan selected inclusive of the contribution described in Charter section A8.428(b); provided, however, that the City’s contribution shall be capped at 83% of the Employee Plus Two or More premium of the second highest-cost plan.

82. — The Management Cafeteria Plan benefit year will correspond with the benefit plan year for all other Health Service System members.

83. — Employees shall not be eligible for the Management Cafeteria Plan during months in which they are not eligible to receive City paid contributions for healthcare.

Dental Insurance

84. — The City agrees to maintain dental benefits at present levels for the duration of the Agreement.

85. — Effective July 1, 2011, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-

only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

86. ~~The aforesaid contributions shall not be considered as a part of an employee's compensation for the purpose of computing straight time earnings or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of, or percentage of salary.~~

Hepatitis B Vaccine

- XX. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.

Annual Tuberculosis Screening

- XX. The City shall provide, at its cost, annual tuberculosis screening for employees.

III.PS. RETIREMENT BENEFITS

87. Employees shall pay their own retirement contributions in accordance with the Charter requirements an amount equal to ~~7.0% (old plan) or 7.5% (new plan)~~ of covered gross salary. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.
88. ~~If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.~~
89. ~~Notwithstanding paragraph 98 above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two year period beginning July 1, 2011, and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.~~

III.QT. UNIFORMS

90. Employees shall receive as part of their regular rate of pay one thousand one hundred eight hundred twenty dollars (\$1,100820) per year as an annual uniform allowance.
91. The uniform items covered by this provision shall be the same as those covered under the agreement between the City and the Police Officers' Association 2003-2007 MOU. Employees shall be responsible for the maintenance, care, repair and replacement

of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear. This responsibility includes maintenance, care, repair, and replacement of normal business attire worn for work.

XX. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department in General Order 10.01.

XX. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of clothing. The annual uniform allowance is provided specifically for employees to purchase the above listed standard uniform items. Employees shall, at all times, maintain a sufficient quantity and quality of uniform items to meet uniform and grooming standards at all times.

XX. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

III.RU. THIRD PARTY FUNDED CRIME LABORATORY WORK

92. Subject to the approval of the Chief of Police or his/her designee, the Q-63 Director of Forensic Services, shall be compensated one-and-one-half (1.5) times the base rate of pay for hours worked in excess of the employee's normal work schedule when performing work in which a third party, non-City agency (i.e., person, corporation, firm or organization) is reimbursing the department for the cost of such services.

III.SY. PARENTAL RELEASE TIME

93. Upon proper advance notification, employees may be granted up to forty (40) hours Parental Leave – two (2) hours of which will be paid leave each semester – each year to participate in the activities of a school or licensed child day care facility of any of the employee's children. Parental Leave shall not exceed eight (8) hours in any calendar month of the year.

94. In order to qualify for Parental Leave, the employee must give reasonable notice to his/her immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that he/she participated in school/child care related activities on a specific date and at a particular time, if requested by management.

95. The employee may utilize either existing vacation, executive leave, administrative leave or personal (unpaid) leave to account for absences after the two (2) paid hours per semester have been used. If both of the child's parents are employed by the City at the same worksite, the entitlement to a planned absence applies only to the parent who first gives notice.

96. Denial of Parental Leave under this section is not subject to the grievance process.

ARTICLE IV: TRAINING, CAREER DEVELOPMENT AND INCENTIVES

IV.A. POLICE COMMAND STAFF TRAINING FUND

97. Covered employees shall be eligible to continue to participate in the management development training programs as provided for under the agreement between the City and MEA Miscellaneous 2006-2009 MOU or its successor. The City will contribute ten thousand dollars (\$10,000) annually to a Police Command Staff Training Fund for the exclusive use of employees covered under this Agreement. The Chief of Police will determine the allocation of this fund. Any unused funds shall not carry forward to the next fiscal year.

XX. This section shall not be subject to the grievance procedure.

Paid Status During Training

XX. When the Chief of Police assigns employees in this bargaining unit to attend required training, the employee shall suffer no loss of pay.

IV.B. JOINT COMMITTEE ON DOJ IMPLEMENTATION

XX. The parties shall work cooperatively to implement industry best practices in policing. To this end, the parties agree to establish a joint Committee to support full implementation of police reform measures as recommended by the October 2016 U.S. Department of Justice, Community Oriented Policing Services report titled Collaborative Reform Initiative: An Assessment of the San Francisco Police Department (DOJ COPS Report). The Committee shall be comprised of four members: two representatives from the Police Department and two representatives from the Association. The Committee shall meet monthly unless otherwise agreed to by the parties. The Committee shall disband on June 30, 2021.

XX. The Committee shall be allocated \$200,000 for fiscal year 2018-2019 for the purpose of providing employee training and technical assistance for employees. The sole purpose of these funds shall be to support training and technical assistance for full implementation of the DOJ COPS Report recommendations. The Chief of Police shall make the final determination on the expenditure of the funds, and shall take in to consideration recommendations from the Joint Committee before making said determination.

XX. The City, in its sole discretion, may allocate additional training and technical assistance funds not to exceed \$200,000 per fiscal year, for fiscal years 2019-2020 and 2020-2021. Unexpended funds in any fiscal year shall not roll over to the following fiscal year.

XX. Nothing in this section shall be subject to the grievance procedure.

IV.AC. DIRECT DEPOSIT OF PAYMENTS AND PAPERLESS PAY POLICY

98. Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide "Paperless Pay" Policy. This policy will apply to all City employees, regardless of start date.
99. Under the policy, all employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered "inappropriate use" under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.
100. In addition to payroll information already provided, the pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee's hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
101. Under the policy, all employees (regardless of start date) will have two options for receiving pay: direct deposit or pay card. Employees not signing up for either option will be defaulted into pay cards.
102. Every employee shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
 2. Switch from the direct deposit option to the pay card option, or vice versa;
 3. Obtain a new pay card the first time the employee's pay card is lost, stolen or misplaced;
103. The City assures that the pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or pay card.
104. Prior to implementing the "Paperless Pay Policy," the City will give all employee organizations a minimum of 30-days' advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.

105. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
106. The parties mutually agree that employees may print out pay advices during work hours.

ARTICLE V: IMPLEMENTATION AND TERM OF AGREEMENT

V.A. SCOPE

Scope Of Agreement Meet and Confer Responsibility During the Term of The Agreement

107. Except in cases of emergency involving an imminent or substantial threat to the public health or safety or as otherwise provided in this Agreement, the City shall give reasonable written notice to the Association of proposed changes directly relating to 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.
108. In cases of emergency when the City determines that a proposed change as described herein must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such change. If the Association does not respond within ten (10) working days from the date of mailing of written notification of a proposed change as provided for in this article, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
109. If the Association timely requests the opportunity to meet and confer as provided herein, the City agrees to meet and confer with the Association over such proposed change or changes within ten (10) days of receipt of such timely request, unless a longer period of time is mutually agreed upon, in order freely to exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.
110. During the term of this Agreement disputes regarding changes in wages, hours, benefits and other terms and conditions of employment shall be subject to the impasse procedures as provided in Charter Section A8.590-5(g).
111. Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation except as provided elsewhere in this Agreement.
112. The parties agree that unless specifically addressed herein, those terms and conditions of employment which are currently set forth in the Civil Service Rules and are otherwise consistent with this Agreement shall continue to apply to employees covered by this contract. No matter set forth in the Civil Service Rules shall be subject to the grievance procedure. Changes to the Civil Service Rules may be proposed during the terms of this contract subject to meet and confer as appropriate. Changes to the Civil Service Rules shall not be subject to arbitration.

113. This Agreement sets forth the full and entire understanding of the parties regarding the matters herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties.

V.B. SAVINGS CLAUSE

114. Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

V.C. DURATION OF AGREEMENT

115. This Agreement shall be effective July 1, ~~2007~~2018, and shall remain in full force and effect through June 30, ~~2018~~2021.

V.D. SIGNATURE PAGE

In Witness Hereof, the parties have executed this AGREEMENT this ____ day of _____, 2014~~2018~~.

FOR THE CITY

FOR THE UNION

~~Martin Gran~~ Carol Isen Date
Employee Relations Director

~~Rebecca Rhine~~ Raquel Silva Date
Municipal Executives' Association

Micki Callahan Date
Human Resources Director

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

~~Elizabeth Salveson~~ Katharine Hobin Porter
Date
Chief Labor Attorney,
City Attorney

City and County of San Francisco
Micki Callahan
Human Resources Director



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

MEMORANDUM

DATE: May 11, 2018

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

FROM: Carol Isen, Employee Relations Director
Department of Human Resources

RE: Memoranda of Understanding

Please find the following Successor MOUs:

1. San Francisco Fire Fighters, Local 798 Unit 1 Successor MOU
2. San Francisco Fire Fighters, Local 798 Unit 2 Successor MOU
3. San Francisco Police Officers' Association Successor MOU
4. Municipal Executives' Association, Fire Successor MOU
5. Municipal Executives' Association, Police Successor MOU
6. Unrepresented Employees Ordinance

Please find the following MOU Amendments:

1. Union of American Physicians and Dentists, Unit 17 – MOU Amendment #2
2. Union of American Physicians and Dentists, Unit 18 – MOU Amendment #2
3. SEIU, Local 1021, H-1 Fire Rescue Paramedics – MOU Amendment #6
4. Transport Workers Union Local 250-A, Multi-Unit – MOU Amendment #1
5. Transport Workers Union Local 250-A, 7410 – MOU Amendment #1
6. Crafts Coalition – MOU Amendment #1
7. International Federation of Professional and Technical Engineers, Local 21 – MOU Amendment #3

The following documents are enclosed:

Successor Agreements established by award of Arbitration Panel (Local 798, POA)

- Arbitration Award
- Original Ordinance + 2 Copies
- Copy Redline MOU
- Copy Final MOU

One South Van Ness Avenue, 4th Floor • San Francisco, CA 94103-5413 • (415) 557-4800

Successor Agreements established by agreement of the parties (MEA Fire; MEA Police)

- Original Ordinance + 2 Copies
- Copy of Redline MOU
- Copy of Final MOU

MOU Amendments (UAPD, SEIU 1021 – H-1, Local 21, TWU-250A (Multi), TWU 250-A (7410), Crafts Coalition)

- Original Ordinance + 2 Copies
- Copy of MOU Amendment

Unrepresented Employees Ordinance

- Original Ordinance + 2 Copies
- Unrepresented Digest + 2 Copies
- List of Classifications

Additional Documentation:

- Summary of changes for each MOU (Highlights)

Electronic copies have been sent via e-mail today. Please refer to the appropriate Committee at your earliest convenience.

Target hearing dates: GAO – June 6, 2018
1st Hearing – June 19, 2018
2nd Hearing – June 26, 2018

Copies of the MOUs and Amendments have been sent to the Controller, and by copy hereof, I request that costing information be submitted directly to the Board with copies to the Employee Relations Division.

Thank you.

Cc: Micki Callahan, Human Resources Director
Ben Rosenfield, Controller
Kelly Kirkpatrick, Mayor's Budget Director
Jason Elliott, Mayor's Chief of Staff
Andres Power, Mayor's Liaison to the Board of Supervisors
Members, Government, Audit and Oversight Committee



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield
Controller
Todd Rydstrom
Deputy Controller

MEMORANDUM

TO: Ms. Angela Calvillo
Clerk of the Board of Supervisors

FROM: Ben Rosenfield

DATE: June 7, 2018

SUBJECT: File Numbers 180502 through 180514: Memoranda of Understanding (MOU) between the City and County of San Francisco and various collective bargaining units.

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 13 MOUs between the City and County of San Francisco and various employee collective bargaining units. The MOUs for the Firefighters Union, Police Officers' Association, Municipal Executives' Association – Fire, and Municipal Executives' Association – Police cover the period July 1, 2018 through June 30, 2021. The MOU for the Service Employees International Union, Local 1021, H-1 Fire Rescue Paramedics covers the period July 1, 2018 through June 30, 2020. All other MOU amendments cover one year, from July 1, 2018 to June 30, 2019.

Three of the MOU amendments (File Numbers 180511 through 180513) implement a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. These amendments reorganize the employee orientation process, but do not change the compensation of any employee or require additional staff. There is no clear cost increase or decrease directly attributable to these amendments.

In FY 2018-19, the MOUs and amendments affect 4,763 authorized positions with a salary base of approximately \$560 million and overall salary and benefits base of approximately \$780 million. Our analysis finds that in FY 2018-19, the MOUs will result in increased costs to the City of \$31 million, or 4.0%, of FY 2018-19 base wage and benefit cost. For safety MOUs that continue through FY 2020-21, the estimated increased costs are \$55 million in FY 2019-20 and \$84 million in FY 2020-21, or 7.7% and 11.7%, respectively, of safety only base wage and benefit costs in FY 2018-19 (\$715 million). About 90% of the increased cost is supported by the general fund.

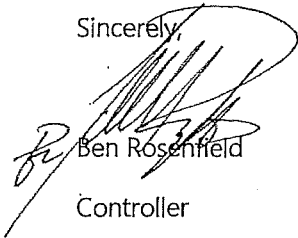
Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Some wage and premium increases in FY 2020-21 could be delayed if the Joint Report projects a budget deficit of greater than \$200 million. These cost estimates assume that those increases will take

2 |

place as scheduled. If the increases were delayed, the estimated cost in FY 2020-21 would be reduced to approximately \$78 million.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Rosenfield', is written over the typed name. The signature is stylized and somewhat illegible due to the cursive style.

Ben Rosenfield

Controller

cc: Carol Isen, ERD
Harvey Rose, Budget Analyst

Attachment A

Combined Costs for All MOUs and Amendments		FY 2018-19	FY 2019-20	FY 2020-21
Wages		\$ 19,834,000	\$ 36,794,000	\$ 54,180,000
Wage-Related Fringe Benefits		3,801,000	6,891,000	10,130,000
Premiums		6,180,000	10,520,000	18,380,000
Other Benefits		1,145,000	1,055,000	1,055,000
MOU Total		\$ 30,960,000	\$ 55,260,000	\$ 83,745,000

Union Detail

File

Number

Union

File Number	Union	FY 2018-19	FY 2019-20	FY 2020-21
180502/ 180503	San Francisco Fire Fighters Union, Local 798, Units 1 and 2			
	Wages	\$ 7,650,000	\$ 15,530,000	\$ 23,650,000
	Wage-Related Fringe Benefits	1,380,000	2,800,000	4,260,000
	Training and Education	1,080,000	3,350,000	5,180,000
	Separation Wellness	180,000	90,000	0
	Holiday Pay	(390,000)	(390,000)	(390,000)
	Surf Premium	470,000	480,000	500,000
	Union President Release Time	120,000	120,000	120,000
	Employee Assistance Program	150,000	150,000	150,000
	Tuition Reimbursement	10,000	10,000	10,000
	Union Total	\$ 10,650,000	\$ 22,140,000	\$ 33,480,000

File Number	Union	FY 2018-19	FY 2019-20	FY 2020-21
180504	San Francisco Police Officers' Association			
	Wages	\$ 10,270,000	\$ 20,840,000	\$ 29,910,000
	Wage-Related Fringe Benefits	1,970,000	4,010,000	5,750,000
	Peace Officers Standards Trainings (POST) Rank Premium	3,290,000	6,580,000	6,580,000
	Separation Wellness	1,010,000	0	0
	Longevity (Retention) Premium	0	0	5,920,000
	Uniform Allowance	710,000	710,000	710,000
	Bilingual Premium	280,000	280,000	280,000
	Emergency Childcare	50,000	50,000	50,000
	Union Total	\$ 17,580,000	\$ 32,470,000	\$ 49,200,000

File Number	Union	FY 2018-19	FY 2019-20	FY 2020-21
180505	Municipal Executives' Association - Fire			
	Wages	\$ 70,000	\$ 140,000	\$ 210,000
	Wage-Related Fringe Benefits	10,000	20,000	40,000
	Training and Education	10,000	40,000	60,000
	Separation Wellness	0	0	0
	Holiday Pay	0	0	0
	Tuition Reimbursement	10,000	10,000	10,000
	Union Total	\$ 100,000	\$ 210,000	\$ 320,000

180506	Municipal Executives' Association - Police	FY 2018-19	FY 2019-20	FY 2020-21
	Wages	\$ 140,000	\$ 280,000	\$ 410,000
	Wage-Related Fringe Benefits	30,000	60,000	80,000
	Peace Officers Standards Trainings (POST) Rank Premium	40,000	80,000	90,000
	Separation Wellness	0	0	0
	Longevity (Retention) Premium	0	0	150,000
	Uniform Allowance	5,000	5,000	5,000
	Training	210,000	10,000	10,000
	Union Total	\$ 425,000	\$ 435,000	\$ 745,000
180508/ 180509	Union of American Physicians and Dentists, Unit 17 and Unit 18	FY 2018-19		
	Wages	\$ 1,400,000	MOU Covers One Year Only	
	Wage-Related Fringe Benefits	330,000		
	Life Insurance	10,000		
	Employee Development	80,000		
	Union Total	\$ 1,820,000		
180510	SEIU Local 1021 H1 Fire Rescue Paramedics	FY 2018-19	FY 2019-20	FY 2020-21
	Wages	\$ 4,000	\$ 4,000	MOU Covers Two Years Only
	Wage-Related Fringe Benefits	1,000	1,000	
	Union Total	\$ 5,000	\$ 5,000	
180511	Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)			
	Revised employee orientation process		No Cost	
180512	Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)			
	Revised employee orientation process		No Cost	
180513	Crafts Coalition			
	Revised employee orientation process		No Cost	
180514	International Fed. of Prof. and Technical Engineers, Local 21	FY 2018-19		
	Wages	\$ 80,000	MOU Covers One Year Only	
	Wage-Related Fringe Benefits	20,000		
	Union Total	\$ 100,000		
180507	Compensation for Unrepresented Employees	FY 2018-19		
	Wages	\$ 220,000	MOU Covers One Year Only	
	Wage-Related Fringe Benefits	60,000		
	Union Total	\$ 280,000		

Attachment B

In accordance with Ordinance 92-94, the Office of the Controller conducted a cost analysis of 11 MOUs and MOU amendments between the City and County of San Francisco and various employee unions. The attached analysis reviews the MOUs and MOU amendments listed below:

- 180502/3 – San Francisco Fire Fighters Union, Local 798, Unit 1 and Unit 2
- 180504 – San Francisco Police Officers' Association
- 180505 – Municipal Executives' Association – Fire
- 180506 – Municipal Executives' Association – Police
- 180508/9 – Union of American Physicians and Dentists, Unit 17 and Unit 18
- 180510 – Service Employees International Union Local 1021 H1 Fire Rescue
- 180511 – Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)
- 180512 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)
- 180513 – Crafts Coalition
- 180514 – International Federation of Professional Technical Engineers, Local 21
- 180507 – Compensation for Unrepresented Employees

In FY 2018-19, the MOUs and MOU amendments affect 4,763 authorized positions with a salary base of approximately \$560 million and an overall salary and benefits base of approximately \$780 million. Our analysis finds that in FY 2018-19, the MOUs will result in increased costs to the City of \$31 million, or 4.0%, of FY 2018-19 base wage and benefit cost. For safety MOUs that continue through FY 2020-21, the estimated increased costs are \$55 million in FY 2019-20 and \$84 million in FY 2020-21, or 7.7% and 11.7%, respectively, of safety only base wage and benefit costs in FY 2018-19 (\$715 million).

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Certain wage and premium increases scheduled for FY 2020-21—including the wage increases for the safety unions, POST premium for the Police unions, and the training and education premium for the fire fighters unions—could be delayed by six months if the Joint Report projects a budget deficit of more than \$200 million. Our cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost in FY 2020-21 would be reduced to approximately \$78 million.

File Numbers 180502 and 180503 – San Francisco Fire Fighters Union, Local 798, Unit 1 and Unit 2

The MOU for the Fire Fighters Union, Local 798, affects 1,886 authorized positions with a base salary in FY 2018-19 of \$195 million and an overall pay and benefits base of approximately \$300 million. We

project the MOU will increase costs to the City by \$11 million in FY 2018-19, \$22 million in FY 2019-20, and \$33 million in FY 2020-21.

More than 80% of the total cost increase is attributable to the 3% wage increases in each year of the agreement. Increased premiums for surf duty and training and education account for about 15% of the cost increase.

File Number 180504 – San Francisco Police Officers' Association

The MOU for the San Francisco Police Officers' Association (POA) affects 2,584 authorized positions with a base salary in FY 2018-19 of \$305 million and an overall pay and benefits base of approximately \$410 million. We project the MOU will increase costs to the City by \$18 million in FY 2018-19, \$32 million in FY 2019-20, and \$49 million in FY 2020-21.

More than 70% of the total cost increase is attributable to the 3% wage increases in each year of the agreement (with the increase in the third year split between a 2% raise on July 1 and 1% on December 26). Increases to the Peace Officers Standards Training (POST) Rank Premium in FY 2018-19 and FY 2019-20 and the longevity premium in FY 2020-21 account for most of the remaining cost increase.

File Number 180505 – Municipal Executives' Association – Fire

The MOU for the Municipal Executives' Association (MEA) – Fire affects nine authorized positions with a base salary in FY 2018-19 of \$1.7 million and an overall pay and benefits base of approximately \$2.7 million. We project the MOU will increase costs to the City by \$100,000 in FY 2018-19, \$210,000 in FY 2019-20, and \$320,000 in FY 2020-21.

About 75% of the total cost increase is attributable to the 3% wage increases in each year of the agreement. Increases in the training and education premium of up to 3% by the third year of the agreement account for most of the remaining increase in cost to the City.

File Number 180506 – Municipal Executives Association – Police

The MOU for the Municipal Executives' Association – Police affects 22 authorized positions with a base salary in FY 2018-19 of \$4.1 million and an overall pay and benefits base of approximately \$5.5 million. We project the MOU will increase costs to the City by \$425,000 in FY 2018-19, \$435,000 in FY 2019-20, and \$745,000 in FY 2019-20. The MOU also transferred certain command staff from the POA to MEA. Our projected costs include commanders as part of MEA, but we did not project the cost of transferring these positions from POA to MEA.

About 60% of the total cost increase is attributable to the 3% wage increases in each year of the agreement (with the increase in the third year split between a 2% raise on July 1 and 1% on December 26). The remaining cost increase is split between increases to Peace Officers Standards Training (POST) Rank Premium in FY 2018-19 and FY 2019-20, the longevity premium in FY 2020-21, and a lump-sum for training of \$200,000 in FY 2018-19.

File Numbers 180508 and 180509 – Union of American Physicians and Dentists, Unit 17 and Unit 18

The MOU for the Union of American Physicians and Dentists affects 204 authorized positions with a base salary in FY 2018-19 of \$45 million and an overall pay and benefits base of approximately \$58 million. We project the MOU, which only covers FY 2018-19, will increase costs to the City by \$1.8 million.

About 95% of the total cost increase is due to the 3% wage increase on July 1, 2018, with additional amounts for life insurance and employee development.

File Number 180510 – Service Employees International Union Local 1021 H1 Fire Rescue

The MOU for SEIU – H1 Fire Rescue affects three authorized positions with a base salary in FY 2018-19 of \$150,000 and an overall pay and benefits base of about \$180,000. We project the MOU will increase costs to the City by \$5,000 in FY 2018-19 and \$5,000 in FY 2019-20. The cost increase is entirely due to 3% wage increases in each year of the agreement.

File Number 180511 – Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180512 – Transport Workers' Union, Local 250-A – Automotive Service Workers (7410)

This amendment implements a "Union Access to New Employees" program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180513 – Crafts Coalition

This amendment implements a “Union Access to New Employees” program as required by California Government Code Sections 3555 to 3559. There is no clear cost increase or decrease directly attributable to these amendments.

File Number 180514 – International Federation of Professional Technical Engineers, Local 21

This amendment gives a one-time, 6.4% wage increase to Public Safety Communications Coordinators (8240), affecting seven authorized positions with a base salary in FY 2018-19 of \$1.0 million and an overall pay and benefits base of \$1.4 million. The increase is projected to cost \$100,000.

File Number 180507 – Compensation for Unrepresented Employees

There are 90 authorized unrepresented employee positions with a base salary in FY 2018-19 of \$7.3 million and an overall pay and benefits base of \$9.3 million. A pay increase of 3% for FY 2018-19 is projected to cost the city \$280,000.

BOARD of SUPERVISORS



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

MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: May 21, 2018

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis Memoranda of
Understanding - May 2018

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Farrell on May 15, 2018:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

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

File No. 180502 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 1]

Ordinance adopting and implementing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 1, to be effective July 1, 2018, through June 30, 2021.

File No. 180503 [Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 2]

Ordinance adopting and implementing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to be effective July 1, 2018, through June 30, 2021.

BOARD of SUPERVISORS



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File No. 180504 [Memorandum of Understanding - San Francisco Police Officers' Association]

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers' Association, to be effective July 1, 2018, through June 30, 2021.

File No. 180505 [Memorandum of Understanding - Municipal Executives' Association - Fire]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association - Fire, to be effective July 1, 2018, through June 30, 2021.

File No. 180506 [Memorandum of Understanding - Municipal Executives' Association - Police]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association - Police, to be effective July 1, 2018, through June 30, 2021.

File No. 180508 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 17)]

Ordinance adopting and implementing Amendment No. 2 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 17) to update certain terms and conditions of employment and extend the term of the Memorandum of Understanding through June 30, 2019.

BOARD of SUPERVISORS



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San Francisco 94102-4689
Tel. No. 554-5184
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TDD/TTY No. 554-5227

File No. 180509 [Memorandum of Understanding - Union of American Physicians and Dentists (Unit 18)]

Ordinance adopting and implementing Amendment No. 2 to the 2015-2018 Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists (Unit 18) to update certain terms and conditions of employment and extend the term of the Memorandum of Understanding through June 30, 2019.

File No. 180510 [Memorandum of Understanding - Service Employees International Union, Local 1021 - H-1 Fire Rescue Paramedics]

Ordinance adopting and implementing Amendment No. 6 to the 2007-2018 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021 for H-1 Fire Rescue Paramedics by updating language and extending the term of the Memorandum of Understanding through June 30, 2020.

File No. 180511 [Memorandum of Understanding - Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, Local 250-A, Multi-Unit (Unit 28), to implement a "Union Access to New Employees" program.

File No. 180512 [Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers (7410)]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Transport Workers' Union, AFL-CIO, Local 250-A, Automotive Service Workers (7410), to implement a "Union Access to New Employees" program.

File No. 180513 [Memorandum of Understanding - Crafts Coalition]

Ordinance adopting and implementing Amendment No. 1 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of the Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridges, Structural Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to implement a "Union Access to New Employees" program.

File No. 180514 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]

Ordinance adopting and implementing Amendment No. 3 to the 2014-2019 Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, by adding: a one-time base wage increase of 6.40% to Classification 8240 Public Safety Communications Coordinators, effective July 1, 2018; and \$150,000 in training funds for FY2018-2019 only, for total training funds for that year of \$900,000.

File No. 180507 [Compensation for Unrepresented Employees]

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Section A8.409 of the Charter, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2018.

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

Carroll, John (BOS)

From: Carroll, John (BOS)
Sent: Monday, May 21, 2018 5:10 PM
To: Rosenfield, Ben (CON)
Cc: Rydstrom, Todd (CON); Allersma, Michelle (CON); Lu, Carol (CON); Isen, Carol (HRD); Duong, Noelle (BOS)
Subject: REFERRAL MOU - Board File Nos. 180502-180514 - Memorandum of Understanding - Various Bargaining Units Within the City and County

Categories: 180502, 180503, 180504, 180505, 180506, 180507, 180508, 180509, 180511, 180513, 180512, 180514, 180510

Greetings:

On May 15, 2018, Mayor Farrell introduced 13 MOU amendment ordinances. The ordinances are assigned to the Government Audit and Oversight Committee and are pending committee action.

I am forwarding these introductions to you for cost analysis. Once your review of the introductions is complete, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

For your convenience, you may review each referral individually on our Legislative Research Center by following the links below:

[File No. 180502 \[Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 1\]](#)

[File No. 180503 \[Memorandum of Understanding - San Francisco Fire Fighters Union, Local 798, Unit 2\]](#)

[File No. 180504 \[Memorandum of Understanding - San Francisco Police Officers' Association\]](#)

[File No. 180505 \[Memorandum of Understanding - Municipal Executives' Association - Fire\]](#)

[File No. 180506 \[Memorandum of Understanding - Municipal Executives' Association - Police\]](#)

[File No. 180508 \[Memorandum of Understanding - Union of American Physicians and Dentists \(Unit 17\)\]](#)

[File No. 180509 \[Memorandum of Understanding - Union of American Physicians and Dentists \(Unit 18\)\]](#)

[File No. 180510 \[Memorandum of Understanding - Service Employees International Union, Local 1021 - H-1 Fire Rescue Paramedics\]](#)

[File No. 180511 \[Memorandum of Understanding - Transport Workers' Union, Local 250-A, Multi-Unit \(Unit 28\)\]](#)

[File No. 180512 \[Memorandum of Understanding - Transport Workers' Union, Local 250-A - Automotive Service Workers \(7410\)\]](#)


[File No. 180513 \[Memorandum of Understanding - Crafts Coalition\]](#)

[File No. 180514 \[Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21\]](#)

[File No. 180507 \[Compensation for Unrepresented Employees\]](#)

Thanks for the review.

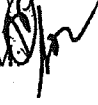
John Carroll
Assistant Clerk
Board of Supervisors
San Francisco City Hall, Room 244
San Francisco, CA 94102
(415) 554-4445

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OFFICE OF THE MAYOR
SAN FRANCISCO




MARK FARRELL
MAYOR

TO:  Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Farrell
RE: Memorandum of Understanding - Municipal Executives' Association -
Police
DATE: May 15, 2018

Attached for introduction to the Board of Supervisors is an ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association – Police, to be effective July 1, 2018 through June 30, 2021.

I respectfully request that this item be calendared in Government Audit & Oversight Committee on May 30, 2018.

Should you have any questions, please contact Andres Power (415) 554-5168.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 MAY 15 PM 2:09
BY 

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141