

**AMENDMENT NO. 1
TO THE 2018-2021 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO POLICE OFFICERS ASSOCIATION
UNITS P-1 AND P-2A**

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

ARTICLE III

Section 1. Wages

A. General Wage Increases:

178 Employees shall receive the following base wage increases:

July 1, 2018 3%

July 1, 2019 3%

The City and POA had previously negotiated the following:

1. Effective July 1, 2020, represented employees will receive a base wage increase of 2%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021.

2. The City and POA agree that subsection (1) above is superseded, and the 2% raise originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 will be deferred to the close of business on June 30, 2022.

The City and POA had previously negotiated the following:

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

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 The City and POA agree that subsection (1) above is superseded, and the 1% wage increase originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 will be deferred to the close of business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

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

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

Parity

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

ARTICLE III

Section 8. Retirement

E. Retirement Restoration Payment

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

- **2% deferred from December 26, 2020 through the close of business June 30, 2022;**

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

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

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

ARTICLE III

Section 2. Overtime and Compensatory Time-Off

Subsection A. Overtime

XXX. Effective January 1, 2021, employees shall not be eligible for 10B overtime assignments during: (a) hours on which an employee is regularly scheduled to work; or (b) if they have used more than twenty (20) hours of paid sick leave (pay code “SLP”) in the prior three months as reviewed on a quarterly basis per the schedule below.

<u>Quarter</u>	<u>SLP Review</u>	<u>10B Period</u>
<u>1</u>	<u>9/1 – 11/30</u>	<u>1/1 – 3/31</u>
<u>2</u>	<u>12/1 – 2/28</u>	<u>4/1 – 6/30</u>
<u>3</u>	<u>3/1 – 5/31</u>	<u>7/1 – 9/30</u>
<u>4</u>	<u>6/1 – 8/31</u>	<u>10/1 – 12/31</u>

As an example, for illustrative purposes only, an employee is eligible for 10B overtime in the first quarter of a calendar year (January 1 through March 31) if the employee has not used more than 20 hours of SLP in the period September 1 through November 30 of the prior year.

XXX. For purposes of (b) in the preceding paragraph, the City shall count sick leave paid (SLP) regardless of the reason for which it is used (e.g., sick with a cold; dentist appointment) with the following exceptions:

- Birth or adoption of a child; and
- Bereavement leave pay (i.e., pay code “BLP”) due to the death of a spouse/domestic partner, parent, child or sibling. The SLP calculation shall include BLP for other reasons, for example, BLP for the death of a grandparent shall count to the calculation under (b).
- The SLP calculation shall not include:
 - COVID-19 Sick Pay (pay code COV)

- Federal COVID-19 Sick Pay (pay codes ESP, ESU, ESF)
- Unpaid Leave (pay code UPL)
- Unpaid Sick Leave (pay code SLL)
- Disability Leave Pay (pay code DLP) – the City will not consider SLP hours taken in conjunction with the filing of a disability claim but only if the employee affirmatively files the disability claims with WC and Payroll to ensure the SLP hours are excluded. If after review the disability claim is denied, the City will calculate those SLP hours in the quarter in which the determination on the disability claim is made (e.g., if an employee used SLP hours in February and the disability claim was denied in mid-May, the SLP would be included in the calculation for the April, May and June quarter).
- Paid Parental Leave (PPL)

ARTICLE III. PAY, HOURS AND BENEFITS

Section 4. Premiums.

G. Retention Pay

234. 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:

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

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

235a. **The City and POA had previously negotiated the following:**

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

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

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

close of business June 30, 2022.

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

~~238.~~ a. ~~employees must have worked and continue to work (regular paycode 'WK') not less than seventeen hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period;~~

~~239.~~ a. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and

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

240. Retention pay shall be included for purposes of retirement benefit calculations and contributions as permitted by the Charter. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

ARTICLE IV

Section 2. Duration.

321. This Agreement shall be effective upon ratification and shall be effective from July 1, 2018 through June 30, ~~2021~~2023.

FOR THE CITY

Date: 9/11/2020

Carol Isen

Digitally signed by Carol Isen
DN: cn=Carol Isen, o=Department of Human Resources, ou=Employee Relations Division,
email=carol.isen@sf.gov, c=US
Date: 2020.09.11 14:38:25 -0700

Carol Isen
Employee Relations Director

FOR THE UNION

Date: 9/11/2020

DocuSigned by:

Tony Montoya

A53970EB05C04D4...

Tony Montoya
President

APPROVED AS TO FORM:

DENNIS J. HERRERA

City Attorney



9/11/2020

Katharine Hobin Porter

Chief Labor Attorney