

BOARD of SUPERVISORS



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MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Dean Preston, Chair
Government Audit and Oversight Committee

FROM: Jessica Perkinson, Assistant Clerk

DATE: June 3, 2022

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 7, 2022

The following file should be presented as a **COMMITTEE REPORT** at the Board Meeting on Tuesday, June 7, 2022. This item was acted upon at the Government Audit and Oversight Committee Meeting on Thursday, June 2, 2022, at 10:00 a.m., by the votes indicated.

Item No. 81 File No. 220595

Memorandum of Understanding - Municipal Executives' Association Police

Ordinance adopting and implementing the Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives' Association Police, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.

REFERRED WITHOUT RECOMMENDATION AS COMMITTEE REPORT

Vote: Supervisor Connie Chan - Excused
Supervisor Rafael Mandelman - Aye
Supervisor Dean Preston - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy Director
Anne Pearson, Deputy City Attorney

File No. 220595

Committee Item No. 31

Board Item No. 81

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 2, 2022

Board of Supervisors Meeting:

Date: June 7, 2022

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 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU Amend No. 2 051322 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU FY2018-2023 Amend No. 2 - Redline Ver |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | MOU FY2018-2023 Amend No. 2 - Clean Ver |
| <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 / DRAFT Mills Act Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DHR Memo 051322</u> |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MOU 30 Day Waiver Request</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Presidential Memo - 30-day Waiver 051922</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>COB Referral Cost Analysis 052322</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>GAO Committee Report 052622</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>No BLA Rpt 052622</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DHR Bargaining Update Presentation 060222</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>CON Cost Analysis - File Nos. 220566-220598 060122.pdf</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Comment Ltrs</u> |

Prepared by: Jessica Perkinson

Date: May 25, 2022

Prepared by: Jessica Perkinson

Date: June 3, 2022

Prepared by: _____

Date: _____

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

2

3 **Ordinance adopting and implementing the Second Amendment to the 2018-2023**
4 **Memorandum of Understanding between the City and County of San Francisco and the**
5 **Municipal Executives' Association Police, to restore effective June 30, 2022, a deferred**
6 **one percent (1%) base wage increase originally due on July 1, 2020.**

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

11

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

13

14 Section 1. The Board of Supervisors hereby adopts and implements the Second
15 Amendment to the 2018-2023 Memorandum of Understanding ("MOU") between the City and
16 County of San Francisco and the Municipal Executives' Association Police, to restore effective
17 June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1,
18 2020.

19 The Second Amendment so implemented is on file with the Clerk of the Board
20 of Supervisors in Board File No. 220595.

21

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

24

25

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

5
6 APPROVED AS TO FORM:
7 DAVID CHIU, City Attorney

8 By: /s/
9 JONATHAN C. ROLNICK
10 Chief Labor Attorney

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AMENDMENT NO. 2
May 12, 2022
TO THE 2018-2023 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
MUNICIPAL EXECUTIVES' ASSOCIATION
POLICE

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

III.A. WAGES

57. Employees shall receive the following base wage increases:

July 1, 2018 – 3%

July 1, 2019 – 3%

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

59. The City and the Association 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 the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close

of business on June 30, 2021 is deferred to the close of business on June 30, 2023.

- 60. 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.
- 61. 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.

III.C. RETENTION PAY

- 70. 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:
- 71. Effective July 1, 2018, eligible employees shall receive:

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

- 72. The City and the Association had previously negotiated the following:
- 73. 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 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)

2. The City and the Association 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.

73a. Effective July 1, 2022, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
<u>5</u>	<u>2%</u>
<u>10</u>	<u>additional 1% (3% total)</u>
<u>15</u>	<u>additional 4% (7% total)</u>
<u>20</u>	<u>additional 2% (9% total)</u>
<u>25</u>	<u>additional 2% (11% total)</u>

FOR THE CITY

Date: 5/13/2022

[Signature]
Ardis Graham
Employee Relations Director

FOR THE UNION

Date: May 12, 2022

[Signature]
Raquel Silva
Executive Director

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

Date: 5/13/22

[Signature]
Jonathan Rolnick
Chief Labor Attorney

MEMORANDUM OF UNDERSTANDING

Between

THE CITY AND COUNTY OF SAN FRANCISCO

And

**MUNICIPAL EXECUTIVES' ASSOCIATION
POLICE**

July 1, 2017 – June 30, 2023

Revised per Amendment #12 to FY 2018-2023 MOU

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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.
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 or 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%
58. The City and the Association 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 the Association agree that subsection (1) above is superseded, and the wage increase of 2% originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.
59. The City and the Association 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 the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 is deferred to the close of business on June 30, 2022.

60. 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.
61. 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

62. 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.

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

63. 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.
64. 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

65. 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.
66. 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.
67. 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.
68. 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.
69. 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

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

71. 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)

72. The City and the Association had previously negotiated the following:

73. 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 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 the Association 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.

73a. Effective July 1, 2022, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
<u>5</u>	<u>2%</u>
<u>10</u>	<u>additional 1% (3% total)</u>
<u>15</u>	<u>additional 4% (7% total)</u>
<u>20</u>	<u>additional 2% (9% total)</u>
<u>25</u>	<u>additional 2% (11% total)</u>

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

- 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.

75. 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

76. 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:
77. 1. The assignment shall be in writing.
78. 2. The position to which the employee is assigned must be a budgeted position.
79. 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.
80. 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.
81. Requests for classification or reclassification review shall not be governed by this provision.
82. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

III.E. METHOD OF CALCULATION

83. 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

84. 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

85. 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

86. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
87. 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.
88. 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

89. 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

90. 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)

91. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
92. 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.
93. The City shall accommodate religious belief or observance of employees as required by law.
94. 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

95. 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

96. 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

97. 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

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

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

99. 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.

100. 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

101. 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

102. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.

103. 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

104. 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:

105. 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.

106. 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.

107. 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.
108. 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

109. 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.
110. 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= $2\frac{1}{2}\%$ 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

111. 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.
112. 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

113. The City shall provide contributions for employee health benefits at the rate prescribed in Charter sections A8.423 through A8.428.
114. 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

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

Annual Tuberculosis Screening

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

III.S. RETIREMENT BENEFITS

117. 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.

Retirement Restoration Payment

118. 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.

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

120. 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.

III.T. UNIFORMS

121. 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.
122. 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.
123. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department in General Order 10.01.
124. 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.
125. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK

126. 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

127. 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.
128. 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.
129. 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.

130. 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

131. 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.
132. This section shall not be subject to the grievance procedure.

Paid Status During Training

133. 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

134. 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.
135. 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.
136. 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.
137. Nothing in this section shall be subject to the grievance procedure.

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

138. 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.
139. 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.
140. 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.
141. 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.
142. 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;
143. 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.
144. 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.
145. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

146. 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

147. 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.
148. 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.
149. 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.
150. 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).
151. Pursuant to the provisions of the Meyers-Miliias-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.
152. 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.

153. 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

154. 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

155. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2023.

MEMORANDUM OF UNDERSTANDING

Between

THE CITY AND COUNTY OF SAN FRANCISCO

And

**MUNICIPAL EXECUTIVES' ASSOCIATION
POLICE**

July 1, 2017 – June 30, 2023

Revised per Amendment #2 to FY 2018-2023 MOU

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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.
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 or 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%
58. The City and the Association 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 the Association agree that subsection (1) above is superseded, and the wage increase of 2% originally due on July 1, 2020 and delayed to the pay period including January 1, 2021 is deferred to the close of business on June 30, 2022.
59. The City and the Association 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 the Association agree that subsection (1) above is superseded, and the wage increase of 1% originally due on January 1, 2021 and delayed to the close of business on June 30, 2021 is deferred to the close of business on June 30, 2022.

60. 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.
61. 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

62. 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.

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

63. 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.
64. 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

65. 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.
66. 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.
67. 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.
68. 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.
69. 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

70. Employees who possess an intermediate POST certificate or higher and have completed the requisite years of service as a sworn police officer shall receive the following retention pay:

71. 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)

72. The City and the Association had previously negotiated the following:

73. 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 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 the Association 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.

74. Effective July 1, 2022, eligible employees shall receive:

<u>Years of Service</u>	<u>Premium Incremental (Cumulative)</u>
5	2%
10	additional 1% (3% total)
15	additional 4% (7% total)
20	additional 2% (9% total)
25	additional 2% (11% total)

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

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.

76. 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

77. 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:
78. 1. The assignment shall be in writing.
79. 2. The position to which the employee is assigned must be a budgeted position.
80. 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.
81. 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.
82. Requests for classification or reclassification review shall not be governed by this provision.
83. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

III.E. METHOD OF CALCULATION

84. 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

85. 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

86. 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

87. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
88. 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.
89. 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

90. 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

91. 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)

92. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
93. 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.
94. The City shall accommodate religious belief or observance of employees as required by law.
95. 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

96. 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

97. 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

98. 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

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

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

100. 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.

101. 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

102. 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

103. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.

104. 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

105. 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:

106. 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.

107. 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.

108. 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.
109. 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

110. 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.
111. 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= $2\frac{1}{2}\%$ 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

112. 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.
113. 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

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

115. 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

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

Annual Tuberculosis Screening

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

III.S. RETIREMENT BENEFITS

118. 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.

Retirement Restoration Payment

119. 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.

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

121. 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.

III.T. UNIFORMS

122. 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.
123. 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.
124. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department in General Order 10.01.
125. 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.
126. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK

127. 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

128. 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.
129. 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.
130. 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.

131. 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

132. 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.
133. This section shall not be subject to the grievance procedure.

Paid Status During Training

134. 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

135. 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.
136. 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.
137. 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.
138. Nothing in this section shall be subject to the grievance procedure.

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

139. 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.
140. 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.
141. 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.
142. 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.
143. 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;
144. 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.
145. 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.
146. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.

147. 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

148. 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.
149. 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.
150. 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.
151. 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).
152. 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.
153. 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.

154. 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

155. 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

156. This Agreement shall be effective July 1, 2018, and shall remain in full force and effect through June 30, 2023.

V.D. SIGNATURE PAGE

In Witness Hereof, the parties have executed this AGREEMENT this ____ day of _____, 2022.

FOR THE CITY

FOR THE UNION

Ardis Graham Date
Employee Relations Director

Raquel Silva Date
Municipal Executives' Association

Carol Isen Date
Human Resources Director

APPROVED AS TO FORM:
DAVID CHIU
City Attorney

Jonathan Rolnick Date
Chief Labor Attorney,
City Attorney

City and County of San Francisco
Carol Isen
Human Resources Director



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

May 13, 2022

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

FROM: Ardis Graham, Employee Relations Director
Department of Human Resources

RE: **Memoranda of Understanding**

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2022 MAY 13 PM 4:09
BY [Signature]

1. Building Inspectors Association (July 1, 2022, through June 30, 2024)
2. Consolidated Crafts (July 1, 2022, through June 30, 2024)
3. Deputy Probation Officers' Association (July 1, 2022, through June 30, 2024)
4. Deputy Sheriffs' Association (July 1, 2022, through June 30, 2024)
5. District Attorney Investigators' Association (July 1, 2022, through June 30, 2024)
6. International Brotherhood of Electrical Workers, Local 6 (July 1, 2022, through June 30, 2024)
7. International Federation of Professional and Technical Engineers, Local 21 (July 1, 2022, through June 30, 2024)
8. The Laborers' International Union, Local 261 (July 1, 2022, through June 30, 2024)
9. Machinists Union, Local 1414 (July 1, 2022, through June 30, 2024)
10. Municipal Attorneys' Association (July 1, 2022, through June 30, 2024)
11. Municipal Executives' Association (July 1, 2022, through June 30, 2024)
12. Operating Engineers, Local 3 (July 1, 2022, through June 30, 2024)
13. Supervising Probation Officers (July 1, 2022, through June 30, 2024)
14. San Francisco City Workers United (July 1, 2022, through June 30, 2024)
15. San Francisco Sheriffs' Managers and Supervisors Association (July 1, 2022, through June 30, 2024)
16. Service Employees International Union, Local 1021, Miscellaneous (July 1, 2022, through June 30, 2024)
17. Stationary Engineers, Local 39 (July 1, 2022, through June 30, 2024)
18. Teamsters, Local 856 (Multi-Unit) (July 1, 2022, through June 30, 2024)
19. Teamsters, Local 856 (Supervising Nurses) (July 1, 2022, through June 30, 2024)
20. Transport Workers Union 200 (July 1, 2022, through June 30, 2024)
21. Transport Workers Union 250-A (7410) (July 1, 2022, through June 30, 2024)
22. Transport Workers Union 250-A (Multi) (July 1, 2022, through June 30, 2024)
23. United Association of Plumbers and Pipefitters, Local 38 (July 1, 2022, through June 30, 2024)
24. Union of American Physicians and Dentists, Unit 17 (July 1, 2022, through June 30, 2024)
25. Union of American Physicians and Dentists, Unit 18 (July 1, 2022, through June 30, 2024)
26. Unrepresented Employees Ordinance (July 1, 2022, through June 30, 2024)
27. Amendment No. 4 to Firefighters, Local 798, Unit 2 (July 1, 2018, through June 30, 2023)
28. Amendment No. 3 to Firefighters, Local 798, Unit 1 (July 1, 2018, through June 30, 2023)
29. Amendment No. 2 to San Francisco Police Officers Association (July 1, 2018, through June 30, 2023)
30. Amendment No. 2 to Municipal Executives' Association Police (July 1, 2018, through June 30, 2023)
31. Amendment No. 2 to Municipal Executives' Association Fire (July 1, 2018, through June 30, 2023)
32. Letter of Agreement between the City and County of San Francisco and the Committee of Interns and Residents, SEIU
33. Citywide Amendment to the Current Memorandums of Understanding and Collective Bargaining Agreements with Unions Identified in Appendix A

Please find enclosed for each Memorandum of Understanding:

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE

Angela Calvillo
May 13, 2022
Page 2 of 2

- 1 original and 1 copy REDLINE MOU w/ attached arbitration decision/award (if awarded)
- 1 original and 1 copy FINAL MOU

Additional Documentation:

- 1 original and 1 copy Summary of changes for each MOU (Highlights)

Please find enclosed for the Unrepresented Employees Ordinance:

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy LEGISLATIVE DIGEST
- LIST OF UNREPRESENTED JOB CODES 001
- LIST OF UNREPRESENTED JOB CODES 002

Please find enclosed for each Amendment

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of MOU amendment
- 1 original and 1 copy REDLINE MOU
- 1 original and 1 copy FINAL MOU

Please find attached for the Letter of Agreement

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of Letter of Agreement

Please find attached for the Citywide Amendment

- 1 original signed ORDINANCE on redline paper
- 1 copy ORDINANCE
- 1 original and 1 copy of Amendment
- 1 original and 1 copy of Appendix A

We request a waiver of the 30 day rule from the Board President and request a hearing at the Government Audit and Oversight Committee on June 2nd or earlier.

Thank you.

Enclosures

cc: Carol Isen, Human Resources Director
Jonathan Rolnick, Chief Labor Attorney
Ben Rosenfield, Controller
Eileen McHugh, Executive Assistant, Board of Supervisors
Tom Paulino, Liaison to the Board of Supervisors
Alisa Somera, Legislative Deputy Director, San Francisco Board of Supervisors
John Carroll, Assistant Clerk for Board of Supervisors
File

OFFICE OF THE MAYOR
SAN FRANCISCO



LONDON N. BREED
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Tom Paulino
RE: The Second Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the Municipal Executives’ Association Police, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020
DATE: May 17, 2022

The Second Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the Municipal Executives’ Association Police, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.

Should you have any questions, please contact Tom Paulino at 415-554-6153.



TO: Angela Calvillo, Clerk of the Board of Supervisors; Shamann Walton, President of the Board of Supervisors
FROM: Tom Paulino
RE: 30-day Waiver Request for Memorandums of Understanding (MOU)
DATE: May 18, 2022

A formal request to waive the 30-day hold on the following Memorandums of Understanding (MOU):

MOU's

1. 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 Building Inspectors' Association, to be effective July 1, 2022 through June 30, 2024.
2. 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 Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The 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 Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, 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 be effective July 1, 2022 through June 30, 2024.
3. 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 San Francisco District Attorney Investigators' Association, to be effective July 1, 2022 through June 30, 2024.
4. 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 San Francisco Deputy Probation Officers' Association, to be effective July 1, 2022 through June 30, 2024.
5. 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 San Francisco Deputy Sheriffs' Association, to be effective July 1, 2022 through June 30, 2024.

6. 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 International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2022 through June 30, 2024.
7. 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 International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2022 through June 30, 2024.
8. 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 Laborers International Union, Local 261, to be effective July 1, 2022 through June 30, 2024.
9. 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 Attorneys Association, to be effective July 1, 2022 through June 30, 2024.
10. 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 Machinists Union, Local 1414, to be effective July 1, 2022 through June 30, 2024.
11. 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 to be effective July 1, 2022 through June 30, 2024.
12. 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 San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2022 through June 30, 2024.
13. 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 Operating Engineers Local Union No. 3, to be effective July 1, 2022 through June 30, 2024.
14. 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 Operating Engineers Local Union No. 3 Supervising Probation Officers, to be effective July 1, 2022 through June 30, 2024.
15. 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 San Francisco City Workers United Painters, to be effective July 1, 2022 through June 30, 2024.
16. 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 United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2022 through June 30, 2024.
17. 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 International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2022 through June 30, 2024.

18. 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 Service Employees International Union, Local 1021, to be effective July 1, 2022 through June 30, 2024.
19. 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 Teamsters, Local 856: Supervising Registered Nurses, to be effective July 1, 2022 through June 30, 2024.
20. 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 Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2022 through June 30, 2024.
21. 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 Transport Workers Union of America, AFL-CIO, Local 200, to be effective July 1, 2022 through June 30, 2024.
22. 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 Transport Workers Union of America, Local 250-A, Automotive Service Workers (7410), to be effective July 1, 2022 through June 30, 2024.
23. 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 Transport Workers Union of America, Local 250-A, Multi-Unit, to be effective July 1, 2022 through June 30, 2024.
24. 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 Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2022 through June 30, 2024.
25. 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 Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2022 through June 30, 2024.

Unrepresented Employees Ordinance

1. Attached for introduction to the Board of Supervisors is an 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, 2022.

Amendments

1. Attached for introduction to the Board of Supervisors is the Third Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 1, to restore effective June 30, 2022, a deferred two percent (2%) base wage increase originally due on July 1, 2020.

2. Attached for introduction to the Board of Supervisors is the Fourth Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to restore effective June 30, 2022, a deferred two percent (2%) base wage increase originally due on July 1, 2020.
3. Attached for introduction to the Board of Supervisors is the Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives’ Association Fire, to restore effective June 30, 2022, a deferred two percent (2%) base wage increase originally due on July 1, 2020
4. Attached for introduction to the Board of Supervisors is the Second Amendment to the 2018-2023 Memorandum of Understanding (“MOU”) between the City and County of San Francisco and the Municipal Executives’ Association Police, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.
5. Attached for introduction to the Board of Supervisors is the Second Amendment to the 2018-2023 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Police Officers Association, to restore effective June 30, 2022, a deferred one percent (1%) base wage increase originally due on July 1, 2020.
6. Attached for introduction to the Board of Supervisors is an Amendment to the current Memorandums of Understanding (“MOUs) and Collective Bargaining Agreements (“CBAs”) between the City and County of San Francisco and the Unions identified in Appendix A, providing for the carry forward to fiscal year 2022-2023 of accrued in lieu and floating holidays to be effective June 30, 2022.

Letter of Agreement (CIR)

Attached for introduction to the Board of Supervisors is a Letter of Agreement between the City and County of San Francisco and the Committee of Interns and Residents, to be effective July 1, 2022 through June 30, 2023.

Should you have any questions, please contact Tom Paulino at 415-554-6153.

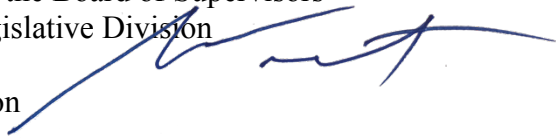


SHAMANN WALTON

MEMORANDUM

DATE: May 19, 2022

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

FROM: President Shamann Walton 

CC: Anne Pearson, Deputy City Attorney
Tom Paulino, Mayor's Office

SUBJECT: **30-Day Waivers Granted for Memorandums of Understandings (MOUs)**

Dear Madam Clerk and Legislative Division Staff,

I am hereby granting the 30-day waiver request for the following items related to Memorandums of Understandings (MOUs) introduced by the Mayor on May 17, 2022:

- 220566 [Memorandum of Understanding - Building Inspectors' Association]
- 220567 [Memorandum of Understanding - Crafts Coalition]
- 220568 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]
- 220569 [Collective Bargaining Agreement - The San Francisco Deputy Sheriffs' Association]
- 220570 [Collective Bargaining Agreement - The San Francisco District Attorney Investigators' Association]
- 220571 [Collective Bargaining Agreement - The International Brotherhood of Electrical Workers, Local 6]
- 220572 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]
- 220573 [Memorandum of Understanding - Laborers International Union, Local 261]
- 220574 [Memorandum of Understanding - Machinists Union, Local 1414]
- 220575 [Memorandum of Understanding - Municipal Attorneys Association]
- 220576 [Memorandum of Understanding - Municipal Executives Association]
- 220577 [Memorandum of Understanding - Operating Engineers Local Union No. 3]
- 220578 [Memorandum of Understanding - Operating Engineers Local Union No. 3 Supervising Probation Officers]
- 220579 [Memorandum of Understanding - San Francisco City Workers United Painters]
- 220580 [Collective Bargaining Agreement - The San Francisco Sheriffs' Managers and Supervisors Association]

- 220581 [Collective Bargaining Agreement - Service Employees International Union, Local 1021]
- 220582 [Memorandum of Understanding - The International Union of Operating Engineers Stationary Engineers, Local 39]
- 220583 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]
- 220584 [Memorandum of Understanding - Teamsters, Local 856: Supervising Registered Nurses]
- 220585 [Memorandum of Understanding - the Transport Workers Union of America, AFL-CIO, Local 200]
- 220586 [Collective Bargaining Agreement - Transport Workers Union of America, Local 250-A Automotive Service Workers (7410)]
- 220587 [Collective Bargaining Agreement - Transport Workers Union of America, Local 250-A, Multi-Unit]
- 220588 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]
- 220589 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 17]
- 220590 [Collective Bargaining Agreement - Union of American Physicians and Dentists, Unit 18]
- 220591 [Compensation for Unrepresented Employees]
- 220592 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]
- 220593 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 1]
- 220594 [Memorandum of Understanding - San Francisco Police Officers Association]
- 220595 [Memorandum of Understanding - Municipal Executives' Association Police]
- 220596 [Memorandum of Understanding - Municipal Executives' Association Fire]
- 220597 [Letter of Agreement - Committee Interns and Residents]
- 220598 [Memorandum of Understanding - Citywide Amendment]

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller

FROM: Alisa Somera, Legislative Deputy Director
Board of Supervisors

DATE: May 23, 2022

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor London N. Breed, on May 17, 2022:

- [220566](#) - Memorandum of Understanding - Building Inspectors' Association
- [220567](#) - MOU - Crafts Coalition
- [220568](#) - MOU - Deputy Probation Officers' Association
- [220569](#) - Collective Bargaining Agreement - Deputy Sheriffs' Association
- [220570](#) - Collective Bargaining Agreement - District Attorney Investigators' Association
- [220571](#) - Collective Bargaining Agreement - IBEW, Local 6
- [220572](#) - MOU - IFPTE, Local 21
- [220573](#) - MOU - Laborers International Union, Local 261
- [220574](#) - MOU - Machinists Union, Local 1414
- [220575](#) - MOU - Municipal Attorneys Association
- [220576](#) - MOU - Municipal Executives Association
- [220577](#) - MOU - Operating Engineers Local Union No. 3
- [220578](#) - MOU - Operating Engineers Local Union No. 3 Supervising Probation Officers
- [220579](#) - MOU - San Francisco City Workers United Painters
- [220580](#) - Collective Bargaining Agreement - Sheriffs' Managers & Supervisors Assoc.
- [220581](#) - Collective Bargaining Agreement - SEIU, Local 1021
- [220582](#) - MOU - Operating Engineers Stationary Engineers, Local 39
- [220583](#) - MOU - Teamsters, Local 856 (Multi-Unit)
- [220584](#) - MOU - Teamsters, Local 856: Supervising Registered Nurses
- [220585](#) - MOU - the Transport Workers Union of America, AFL-CIO, Local 200
- [220586](#) - Collective Bargaining Agreement - Transport Workers, Local 250-A Automotive Service Workers (7410)
- [220587](#) - Collective Bargaining Agreement - Transport Workers, Local 250-A, Multi-Unit
- [220588](#) - MOU - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38
- [220589](#) - Collective Bargaining Agreement - American Physicians and Dentists, Unit 17
- [220590](#) - Collective Bargaining Agreement - American Physicians and Dentists, Unit 18
- [220591](#) - Compensation for Unrepresented Employees
- [220592](#) - MOU - Fire Fighters Union Local 798, Unit 2

- [220593](#) - MOU - Fire Fighters Union Local 798, Unit 1
- [220594](#) - MOU - San Francisco Police Officers Association
- [220595](#) - MOU - Municipal Executives' Association Police
- [220596](#) - MOU - Municipal Executives' Association Fire
- [220597](#) - Letter of Agreement - Committee Interns and Residents
- [220598](#) - MOU - Citywide Amendment

These matters are being forwarded 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 or alisa.somera@sfgov.org.

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

Member, Board of Supervisors
District 5



City and County of San Francisco

DEAN PRESTON

DATE: May 26, 2022

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Preston
Chairperson

RE: Government Audit and Oversight Committee
COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee I have deemed the following matters to be of an urgent nature and request each be considered by the full Board on Tuesday, June 7, 2022, as Committee Reports:

1. [220607 - Environment, Health Codes - Requirements for Edible Food Recovery and Organic Waste Collection](#)
2. [220566 – Building Inspectors Association](#)
3. [220567 – Consolidated Crafts](#)
4. [220568 – Deputy Probation Officers’ Association](#)
5. [220569 – Deputy Sheriffs’ Association](#)
6. [220570 – District Attorney Investigators’ Association](#)
7. [220571 – International Brotherhood of Electrical Workers, Local 6](#)
8. [220572 – International Federation of Professional and Technical Engineers, Local 21](#)
9. [220573 – The Laborers’ International Union, Local 261](#)
10. [220574 – Machinists Union, Local 1414](#)
11. [220575 – Municipal Attorneys’ Association](#)
12. [220576 – Municipal Executives’ Association](#)
13. [220577 – Operating Engineers, Local 3](#)
14. [220578 – Supervising Probation Officers](#)
15. [220579 – San Francisco City Workers United](#)
16. [220580 – San Francisco Sheriffs’ Managers and Supervisors Association](#)
17. [220581 – Service Employees International Union, Local 1021, Miscellaneous](#)
18. [220582 – Stationary Engineers, Local 39](#)
19. [220583 – Teamsters, Local 856 \(Multi-Unit\)](#)
20. [220584 – Teamsters, Local 856 \(Supervising Nurses\)](#)
21. [220585 – Transport Workers Union 200](#)
22. [220586 – Transport Workers Union 250-A \(7410\)](#)
23. [220587 – Transport Workers Union 250-A \(Multi\)](#)
24. [220588 – United Association of Plumbers and Pipefitters, Local 38](#)
25. [220589 – Union of American Physicians and Dentists, Unit 17](#)
26. [220590 – Union of American Physicians and Dentists, Unit 18](#)
27. [220591 – Unrepresented Employees Ordinance](#)
28. [220592 – Amendment No. 4 to Firefighters, Local 798, Unit 2](#)
29. [220593 – Amendment No. 3 to Firefighters, Local 798, Unit 1](#)

Member, Board of Supervisors
District 5



City and County of San Francisco

DEAN PRESTON

30. [220594 – Amendment No. 2 to San Francisco Police Officers Association](#)
31. [220595 – Amendment No. 2 to Municipal Executives’ Association Police](#)
32. [220596 – Amendment No. 2 to Municipal Executives’ Association Fire](#)
33. [220597 – Letter of Agreement between the City and County of San Francisco and the Committee of Interns and Residents, SEIU](#)
34. [220598 – Citywide Amendment to the Current Memorandums of Understanding and Collective Bargaining Agreements with Unions Identified in Appendix A](#)

These matters will be heard at a regular Government Audit and Oversight Committee meeting on June 2, 2022, at 10:00 a.m.

A handwritten signature in blue ink that reads "Dean Preston".

Dean Preston

From: [Menard, Nicolas \(BUD\)](#)
To: [Major, Erica \(BOS\)](#)
Cc: [Rose, Harvey \(BUD\)](#); [Campbell, Severin \(BOS\)](#); [Guma, Amanda \(BOS\)](#); [Perkinson, Jessica \(BOS\)](#); [Somera, Alisa \(BOS\)](#); [Goncher, Dan \(BUD\)](#)
Subject: Re: Final Agenda for 06/02/2022 GAO
Date: Thursday, May 26, 2022 5:15:16 PM
Attachments: [2022.06.02 - GAO Agenda FINAL.pdf](#)

Thank you, Erica. We are not reporting on any items for next week's GAO meeting.

On May 26, 2022, at 3:49 PM, Major, Erica (BOS) <erica.major@sfgov.org> wrote:

Please find the final agenda for next week's GAO meeting. Please submit the required reports for inclusion to the files.

ERICA MAJOR

Assistant Clerk

Board of Supervisors

1 Dr. Carlton B. Goodlett Place, City Hall, Room 244 San Francisco, CA 94102

Phone: (415) 554-4441 | Fax: (415) 554-5163

Erica.Major@sfgov.org | www.sfbos.org

(VIRTUAL APPOINTMENTS) To schedule a “virtual” meeting with me (on Microsoft Teams), please ask and I can answer your questions in real time.

Due to the current COVID-19 health emergency and the Shelter in Place Order, the Office of the Clerk of the Board is working remotely while providing complete access to the legislative process and our services.

Click [HERE](#) to complete a Board of Supervisors Customer Service Satisfaction form.

The [Legislative Research Center](#) provides 24-hour access to Board of Supervisors legislation, and archived matters since August 1998.

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**Disclosures:** *Personal information that is provided in communications to the Board of Supervisors is subject to disclosure under the California Public Records Act and the San Francisco Sunshine Ordinance. Personal information provided will not be redacted. Members of the public are not required to provide personal identifying information when they communicate with the Board of Supervisors and its committees. All written or oral communications that members of the public submit to the Clerk's Office regarding pending legislation or hearings will be made available to all members of the public for inspection and copying. The Clerk's Office does not redact any information from these submissions. This means that personal information—including names, phone numbers, addresses and similar information that a member of the public elects to submit to the Board and its committees—may appear on the Board of Supervisors website or in other public documents that members of the public may inspect or copy.*

# Update on Bargaining

Government Audit and  
Oversight Committee

*June 2, 2022*





# 2022 Bargaining Summary

- 33 Amended MOUs and Unrep Ordinance
- 27 Successor MOUs
- 26 MOUs ratified by employees
- Limited amendments to Police and Fire MOUs



# Recovery and Restoration

- Coalition of all public employee organizations
- Union autonomy
- Negotiated general wage increase
- Two-year successor MOUs

- General wage increases
  - 5.25% Increase on July 1, 2022
  - 2.5% Increase on January 1, 2023
  - 2.25% Increase on June 30, 2023
  - Year two includes budgetary off-ramps
- Agreement to minimize labor strife
- Amendments to MOUs based on mutual agreement



# Restoration

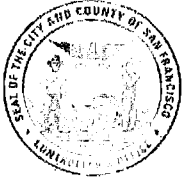
- Hiring agreements with the largest unions
- Labor market-based wage increases
  - Retention of existing employees
  - Recruitment of new employees
- Other improvements
  - Hybrid and remote work
  - Juneteenth holiday codified
  - Dropped prohibition on dual remedies (Gould)
  - Health and safety language improvements
  - Tuition Reimbursement Improvements





# Firefighters & Police Wages

- General Wage Increases:
  - – 12/26/20 → 6/30/22 (COB): deferred 3% for 18 months.
- Police Officers & Firefighters
  - Restoration of 3% Give-back
  - Estimated Cost: \$22 Million
- Police Longevity & Recruitment Incentives
  - 2% premium for years 5 and 15
  - Raise entry-level pay



**OFFICE OF THE CONTROLLER**  
CITY AND COUNTY OF SAN FRANCISCO

Ben Rosenfield  
Controller

Todd Rydstrom  
Deputy Controller

June 1, 2022

Ms. Angela Calvillo  
Clerk of the Board of Supervisors  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

RE: File Numbers 220566-220598: Memoranda of Understanding (MOU) between the City and County of San Francisco and various Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of 26 MOUs representing miscellaneous bargaining units, four MOU amendments for safety unions, one letter of agreement, and one Citywide amendment. The MOUs for all unions cover the period July 1, 2022 through June 30, 2024. The MOU amendments and letter of agreement cover the period July 1, 2022 through June 20, 2023. The Citywide amendment relates to carrying floating holiday balances from FY 2021-22 to FY 2022-23.

The MOUs and MOU amendments affect approximately 26,000 authorized positions with an overall salary and benefits base of approximately \$4.1 billion in FY 2022-23 and \$3.3 billion in FY 2023-24. Our analysis finds that the MOUs will result in increased costs to the City of \$213.7 million (or 5.2%) of base wage and benefit cost in FY 2022-23 and \$320.4 million (or 9.7%) of base wage and benefit cost in FY 2023-24. Approximately 60% 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. Wage increases in FY 2023-24 could be delayed if the Joint Report projects a budget deficit greater than \$300 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$231.3 million in FY 2023-24. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

If you have additional questions or concerns, please contact me at (415)-554-7500 or Carol Lu of my staff at (415)-554-7647.

Sincerely,

  
Ben Rosenfield  
Controller

cc: Ardis Graham, Employee Relations Director  
Severin Campbell, Budget Analyst

## Attachment A

| Combined Costs for All MOUs and Amendments | FY 2022-23            | FY 2023-24            |
|--------------------------------------------|-----------------------|-----------------------|
| Wages                                      | \$ 159,250,000        | \$ 253,814,000        |
| Wage-Related Fringe Benefits               | 36,490,000            | 59,965,000            |
| Premiums                                   | 16,665,000            | 5,316,000             |
| Other Benefits                             | 1,292,000             | 1,306,000             |
| <b>MOU Total</b>                           | <b>\$ 213,697,000</b> | <b>\$ 320,401,000</b> |
| <i>% of Wage and Benefits Base</i>         | 5.21%                 | 9.66%                 |

### Union Detail

File Number Union

| 220566 San Francisco Building Inspectors' Association | FY 2022-23        | FY 2023-24          |
|-------------------------------------------------------|-------------------|---------------------|
| Wages                                                 | \$ 500,000        | \$ 862,000          |
| Wage-Related Fringe Benefits                          | 123,000           | 213,000             |
| Acting Assignment Pay                                 | 10,000            | 10,000              |
| Life Insurance                                        | 3,000             | 3,000               |
| <b>Union Total</b>                                    | <b>\$ 636,000</b> | <b>\$ 1,088,000</b> |
| <i>% of Wage and Benefits Base</i>                    | 5.35%             | 9.16%               |

| 220567 Crafts Coalition            | FY 2022-23          | FY 2023-24          |
|------------------------------------|---------------------|---------------------|
| Wages                              | \$ 2,465,000        | \$ 4,248,000        |
| Wage-Related Fringe Benefits       | 602,000             | 1,038,000           |
| Lead Worker Pay                    | 42,000              | 42,000              |
| Dispatch Premium                   | 26,000              | 27,000              |
| Safety Equipment and Shoes         | 20,000              | 20,000              |
| Crane Certification                | 4,000               | 4,000               |
| Protective Equipment               | 3,000               | 3,000               |
| Underwater Pay                     | 4,000               | 4,000               |
| Jackets                            | 1,000               | 1,000               |
| <b>Union Total</b>                 | <b>\$ 3,167,000</b> | <b>\$ 5,387,000</b> |
| <i>% of Wage and Benefits Base</i> | 5.42%               | 9.22%               |

| 220568 San Francisco Deputy Probation Officers' Association | FY 2022-23          | FY 2023-24          |
|-------------------------------------------------------------|---------------------|---------------------|
| Wages                                                       | \$ 746,000          | \$ 1,286,000        |
| Wage-Related Fringe Benefits                                | 304,000             | 524,000             |
| Training Officer Premium                                    | 11,000              | 12,000              |
| Acting Assignment Pay                                       | 3,000               | 3,000               |
| Badge Retirement                                            | 1,000               | 1,000               |
| <b>Union Total</b>                                          | <b>\$ 1,065,000</b> | <b>\$ 1,826,000</b> |
| <i>% of Wage and Benefits Base</i>                          | 5.32%               | 9.13%               |

| 220569 Deputy Sheriffs' Association | FY 2022-23   | FY 2023-24    |
|-------------------------------------|--------------|---------------|
| Wages                               | \$ 6,239,000 | \$ 10,753,000 |
| Wage-Related Fringe Benefits        | 1,996,000    | 3,440,000     |
| Longevity Pay                       | 2,141,000    | 2,195,000     |
| POST Pay                            | 243,000      | 265,000       |

Union Total \$ 10,619,000 \$ 16,653,000  
 % of Wage and Benefits Base 6.77% 10.62%

| 220570 | San Francisco District Attorney Investigators' Association | FY 2022-23        | FY 2023-24        |
|--------|------------------------------------------------------------|-------------------|-------------------|
|        | Wages                                                      | \$ 289,000        | \$ 499,000        |
|        | Wage-Related Fringe Benefits                               | 76,000            | 131,000           |
|        | POST Certification Premium                                 | 30,000            | 33,000            |
|        | <b>Union Total</b>                                         | <b>\$ 395,000</b> | <b>\$ 663,000</b> |
|        | <i>% of Wage and Benefits Base</i>                         | <i>5.67%</i>      | <i>9.52%</i>      |

| 220571 | International Brotherhood of Electrical Workers, Local 6 | FY 2022-23          | FY 2023-24          |
|--------|----------------------------------------------------------|---------------------|---------------------|
|        | Wages                                                    | \$ 2,133,000        | \$ 3,676,000        |
|        | Wage-Related Fringe Benefits                             | 505,000             | 870,000             |
|        | Job Class Equity Adjustments                             | 794,000             | 1,295,000           |
|        | Lead Worker Pay                                          | 43,000              | 43,000              |
|        | Life Insurance                                           | 14,000              | 14,000              |
|        | Severance Pay                                            | 7,000               | 7,000               |
|        | Waste Water Premium                                      | 6,000               | 6,000               |
|        | Height Premium                                           | 5,000               | 5,000               |
|        | Shoes and Clothing                                       | 3,000               | 3,000               |
|        | Underwater Pay                                           | 1,000               | 1,000               |
|        | Correctional Facility Premium                            | 1,000               | 1,000               |
|        | Paid Meals                                               | 0                   | 0                   |
|        | <b>Union Total</b>                                       | <b>\$ 3,512,000</b> | <b>\$ 5,921,000</b> |
|        | <i>% of Wage and Benefits Base</i>                       | <i>6.99%</i>        | <i>11.79%</i>       |

| 220572 | International Federation of Professional and Technical Engineers, Local 21 | FY 2022-23           | FY 2023-24           |
|--------|----------------------------------------------------------------------------|----------------------|----------------------|
|        | Wages                                                                      | \$ 33,479,000        | \$ 57,700,000        |
|        | Wage-Related Fringe Benefits                                               | 8,336,000            | 14,366,000           |
|        | Job Class Equity Adjustments                                               | 4,557,000            | 7,615,000            |
|        | Job Class Step Adjustments                                                 | 492,000              | 518,000              |
|        | Advanced Certification                                                     | 93,000               | 93,000               |
|        | Lead Person Pay                                                            | 45,000               | 45,000               |
|        | Protective Clothing                                                        | 40,000               | 40,000               |
|        | Physician Assistant Parity                                                 | 36,000               | 37,000               |
|        | <b>Union Total</b>                                                         | <b>\$ 47,078,000</b> | <b>\$ 80,414,000</b> |
|        | <i>% of Wage and Benefits Base</i>                                         | <i>5.91%</i>         | <i>10.10%</i>        |

| 220573 | Laborers International Union, Local 261 | FY 2022-23   | FY 2023-24   |
|--------|-----------------------------------------|--------------|--------------|
|        | Wages                                   | \$ 4,836,000 | \$ 8,334,000 |
|        | Wage-Related Fringe Benefits            | 1,172,000    | 2,020,000    |
|        | Job Class Equity Adjustments            | 203,000      | 404,000      |
|        | Night Shift Premium                     | 53,000       | 58,000       |
|        | Life Insurance                          | 51,000       | 51,000       |
|        | Protective Clothing                     | 48,000       | 48,000       |
|        | Lead Worker Pay                         | 39,000       | 39,000       |
|        | Bilingual Pay                           | 33,000       | 33,000       |
|        | Tuition Expenses                        | 8,000        | 8,000        |
|        | Work Clothing                           | 3,000        | 3,000        |

Union Total \$ 6,446,000 \$ 10,998,000  
 % of Wage and Benefits Base 5.63% 9.61%

| 220574 | Machinists Union, Local 1414       | FY 2022-23          | FY 2023-24          |
|--------|------------------------------------|---------------------|---------------------|
|        | Wages                              | \$ 1,179,000        | \$ 2,032,000        |
|        | Wage-Related Fringe Benefits       | 284,000             | 490,000             |
|        | Job Class Equity Adjustments       | 192,000             | 199,000             |
|        | Lead Person Premium                | 5,000               | 5,000               |
|        | Heavy Equipment Premium            | 3,000               | 3,000               |
|        | Auxilliary Premium - Abolished     | (28,000)            | (28,000)            |
|        | <b>Union Total</b>                 | <b>\$ 1,635,000</b> | <b>\$ 2,701,000</b> |
|        | <i>% of Wage and Benefits Base</i> | <i>5.87%</i>        | <i>9.69%</i>        |

| 220575 | Municipal Attorney's Association    | FY 2022-23          | FY 2023-24           |
|--------|-------------------------------------|---------------------|----------------------|
|        | Wages                               | \$ 5,190,000        | \$ 8,946,000         |
|        | Wage-Related Fringe Benefits        | 1,223,000           | 2,107,000            |
|        | Lead Person Pay Pilot               | 429,000             | 429,000              |
|        | Professional Services Reimbursement | 268,000             | 268,000              |
|        | Standby Pay                         | 19,000              | 19,000               |
|        | Severance Pay                       | 4,000               | 4,000                |
|        | <b>Union Total</b>                  | <b>\$ 7,133,000</b> | <b>\$ 11,773,000</b> |
|        | <i>% of Wage and Benefits Base</i>  | <i>5.84%</i>        | <i>9.64%</i>         |

| 220576 | Municipal Executives Association   | FY 2022-23           | FY 2023-24           |
|--------|------------------------------------|----------------------|----------------------|
|        | Wages                              | \$ 11,385,000        | \$ 19,623,000        |
|        | Wage-Related Fringe Benefits       | 2,714,000            | 4,677,000            |
|        | Long-Term Disability               | 145,000              | 291,000              |
|        | Acting Assignment Pay              | 114,000              | 125,000              |
|        | Training Expenses                  | 50,000               | 50,000               |
|        | SFERS CEO Bonus                    | 27,000               | 0                    |
|        | Sheriffs' Retention Pay            | 25,000               | 26,000               |
|        | Uniform Allowance                  | 11,000               | 3,000                |
|        | POST Premium                       | 10,000               | 11,000               |
|        | <b>Union Total</b>                 | <b>\$ 14,481,000</b> | <b>\$ 24,806,000</b> |
|        | <i>% of Wage and Benefits Base</i> | <i>5.39%</i>         | <i>9.24%</i>         |

| 220577 | Operating Engineers, Local 3       | FY 2022-23        | FY 2023-24        |
|--------|------------------------------------|-------------------|-------------------|
|        | Wages                              | \$ 351,000        | \$ 605,000        |
|        | Wage-Related Fringe Benefits       | 84,000            | 144,000           |
|        | Uniforms                           | 12,000            | 12,000            |
|        | <b>Union Total</b>                 | <b>\$ 447,000</b> | <b>\$ 761,000</b> |
|        | <i>% of Wage and Benefits Base</i> | <i>5.40%</i>      | <i>9.20%</i>      |

| 220578 | Supervising Probation Officers                  | FY 2022-23        | FY 2023-24        |
|--------|-------------------------------------------------|-------------------|-------------------|
|        | Wages                                           | \$ 198,000        | \$ 342,000        |
|        | Wage-Related Fringe Benefits                    | 91,000            | 157,000           |
|        | Instructor Premium - Firearms                   | 6,000             | 6,000             |
|        | Instructor Premium - Other Specialized Training | 2,000             | 2,000             |
|        | <b>Union Total</b>                              | <b>\$ 297,000</b> | <b>\$ 507,000</b> |
|        | <i>% of Wage and Benefits Base</i>              | <i>5.39%</i>      | <i>9.20%</i>      |

|        |                                                                                  |    |                                    |           |                    |
|--------|----------------------------------------------------------------------------------|----|------------------------------------|-----------|--------------------|
| 220579 | <b>San Francisco City Workers United</b>                                         |    | FY 2022-23                         |           | FY 2023-24         |
|        | Wages                                                                            | \$ | 552,000                            | \$        | 951,000            |
|        | Wage-Related Fringe Benefits                                                     |    | 136,000                            |           | 234,000            |
|        | Lead Person Pay                                                                  |    | 23,000                             |           | 23,000             |
|        | Life Insurance                                                                   |    | 6,000                              |           | 6,000              |
|        | Height Worker Pay                                                                |    | 3,000                              |           | 3,000              |
|        |                                                                                  |    | <b>Union Total \$</b>              | <b>\$</b> | <b>1,217,000</b>   |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |           | <i>9.29%</i>       |
| 220580 | <b>Sheriffs' Managers &amp; Supervisors Association</b>                          |    | FY 2022-23                         |           | FY 2023-24         |
|        | Wages                                                                            | \$ | 1,202,000                          | \$        | 2,071,000          |
|        | Wage-Related Fringe Benefits                                                     |    | 508,000                            |           | 875,000            |
|        | Job Class Equity Adjustments                                                     |    | 424,000                            |           | 440,000            |
|        | Uniform Allowance                                                                |    | 16,000                             |           | 16,000             |
|        |                                                                                  |    | <b>Union Total \$</b>              | <b>\$</b> | <b>3,402,000</b>   |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |           | <i>10.45%</i>      |
| 220581 | <b>Service Employees International Union, Local 1021</b>                         |    | FY 2022-23                         |           | FY 2023-24         |
|        | Wages                                                                            | \$ | 55,291,000                         | \$        | 95,292,000         |
|        | Wage-Related Fringe Benefits                                                     |    | 13,486,000                         |           | 23,242,000         |
|        | Job Class Equity Adjustments                                                     |    | 407,000                            |           | 422,000            |
|        | Longevity Pay                                                                    |    | 1,190,000                          |           | 1,190,000          |
|        | Step Adjustments                                                                 |    | 384,000                            |           | 1,548,000          |
|        | Training Program                                                                 |    | 200,000                            |           | 200,000            |
|        | Emergency Department Premium                                                     |    | 196,000                            |           | 206,000            |
|        | Uniform Allowance                                                                |    | 170,000                            |           | 73,000             |
|        | Radiology Technician Pay                                                         |    | 153,000                            |           | 204,000            |
|        |                                                                                  |    | <b>Union Total \$</b>              | <b>\$</b> | <b>122,377,000</b> |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |           | <i>9.34%</i>       |
| 220582 | <b>International Union of Operating Engineers Stationary Engineers, Local 39</b> |    | FY 2022-23                         |           | FY 2023-24         |
|        | Wages                                                                            | \$ | 4,225,000                          | \$        | 7,281,000          |
|        | Wage-Related Fringe Benefits                                                     |    | 1,024,000                          |           | 1,764,000          |
|        | Certification Premium                                                            |    | 69,000                             |           | 76,000             |
|        | Uniforms                                                                         |    | 54,000                             |           | 54,000             |
|        | Lead Person Pay                                                                  |    | 29,000                             |           | 29,000             |
|        | Life Insurance                                                                   |    | 27,000                             |           | 27,000             |
|        | Correctional Facility Premium                                                    |    | 12,000                             |           | 12,000             |
|        | City Distribution Division Premium                                               |    | 12,000                             |           | 12,000             |
|        | Cable Maintenance Mechanic Premium                                               |    | 1,000                              |           | 1,000              |
|        | Diver Premium                                                                    |    | 0                                  |           | 0                  |
|        |                                                                                  |    | <b>Union Total \$</b>              | <b>\$</b> | <b>9,256,000</b>   |
|        |                                                                                  |    | <i>% of Wage and Benefits Base</i> |           | <i>9.26%</i>       |
| 220583 | <b>Teamsters, Local 856 (Multi-Unit)</b>                                         |    | FY 2022-23                         |           | FY 2023-24         |
|        | Wages                                                                            | \$ | 560,000                            | \$        | 965,000            |
|        | Wage-Related Fringe Benefits                                                     |    | 154,000                            |           | 266,000            |
|        | Floating Holiday                                                                 |    | 52,000                             |           | 52,000             |
|        | Standby Pay                                                                      |    | 22,000                             |           | 23,000             |
|        | In-Charge Assignment Pay                                                         |    | 3,000                              |           | 3,000              |

|                           |                                                                                                   |                                    |                   |           |                   |
|---------------------------|---------------------------------------------------------------------------------------------------|------------------------------------|-------------------|-----------|-------------------|
|                           | Safety Glasses                                                                                    |                                    | 1,000             |           | 1,000             |
|                           | Field Training Officer Pay                                                                        |                                    | 1,000             |           | 1,000             |
|                           | Lead Person Pay for 7444                                                                          |                                    | 0                 |           | 0                 |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>793,000</b>    | <b>\$</b> | <b>1,311,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.83%</i>      |           | <i>9.64%</i>      |
| <b>220584</b>             | <b>Teamsters Local 856: Supervising Registered Nurses</b>                                         |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 1,678,000         | \$        | 2,892,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 386,000           |           | 666,000           |
|                           | Standby and On-Call Pay                                                                           |                                    | 136,000           |           | 148,000           |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>2,200,000</b>  | <b>\$</b> | <b>3,706,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.59%</i>      |           | <i>9.42%</i>      |
| <b>220585</b>             | <b>Transport Workers Union of America, Local 200</b>                                              |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 204,000           | \$        | 351,000           |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 49,000            |           | 85,000            |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>253,000</b>    | <b>\$</b> | <b>436,000</b>    |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.25%</i>      |           | <i>9.04%</i>      |
| <b>220586</b>             | <b>Transport Workers Union of America, Local 250-A (7410)</b>                                     |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 252,000           | \$        | 434,000           |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 58,000            |           | 100,000           |
|                           | Step Adjustments                                                                                  |                                    | 16,000            |           | 32,000            |
|                           | Uniform Allowance                                                                                 |                                    | 6,000             |           | 6,000             |
|                           | Lead Person Premium                                                                               |                                    | 0                 |           | 0                 |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>332,000</b>    | <b>\$</b> | <b>572,000</b>    |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.63%</i>      |           | <i>9.69%</i>      |
| <b>220587</b>             | <b>Transport Workers Union of America, Local 250-A (Multi-Unit)</b>                               |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 659,000           | \$        | 1,135,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 165,000           |           | 285,000           |
|                           | Lead Person Pay                                                                                   |                                    | 15,000            |           | 15,000            |
|                           | Life Insurance                                                                                    |                                    | 5,000             |           | 5,000             |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>844,000</b>    | <b>\$</b> | <b>1,440,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>5.38%</i>      |           | <i>9.17%</i>      |
| <b>220588</b>             | <b>United Association of Journeymen and Apprentices - Plumbing and Fitting Industry, Local 38</b> |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 2,095,000         | \$        | 3,611,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 500,000           |           | 861,000           |
|                           | Job Class Equity Adjustments                                                                      |                                    | 494,000           |           | 1,040,000         |
|                           | Lead Person Pay                                                                                   |                                    | 36,000            |           | 36,000            |
|                           | Uniforms                                                                                          |                                    | 14,000            |           | 14,000            |
|                           |                                                                                                   | <b>Union Total \$</b>              | <b>3,139,000</b>  | <b>\$</b> | <b>5,562,000</b>  |
|                           |                                                                                                   | <i>% of Wage and Benefits Base</i> | <i>6.35%</i>      |           | <i>11.25%</i>     |
| <b>220589/<br/>220590</b> | <b>Union of American Physicians and Dentists</b>                                                  |                                    | <b>FY 2022-23</b> |           | <b>FY 2023-24</b> |
|                           | Wages                                                                                             | \$                                 | 3,117,000         | \$        | 5,373,000         |
|                           | Wage-Related Fringe Benefits                                                                      |                                    | 708,000           |           | 1,221,000         |
|                           | Step Adjustments                                                                                  |                                    | 24,000            |           | 0                 |

|                   |                                                   |                      |                     |
|-------------------|---------------------------------------------------|----------------------|---------------------|
|                   | Acting Assignment Pay                             | 24,000               | 25,000              |
|                   | Equipment - Loupes                                | 18,000               | 18,000              |
|                   | <b>Union Total</b>                                | <b>\$ 3,891,000</b>  | <b>\$ 6,637,000</b> |
|                   | <i>% of Wage and Benefits Base</i>                | <i>5.34%</i>         | <i>9.11%</i>        |
| 220591            | <b>Unrepresented Employees</b>                    | FY 2022-23           | FY 2023-24          |
|                   | Wages                                             | \$ 463,000           | \$ 798,000          |
|                   | Wage-Related Fringe Benefits                      | 110,000              | 189,000             |
|                   | <b>Union Total</b>                                | <b>\$ 573,000</b>    | <b>\$ 987,000</b>   |
|                   | <i>% of Wage and Benefits Base</i>                | <i>5.25%</i>         | <i>9.05%</i>        |
| 220592/<br>220593 | <b>Fire Fighters Union Local 798</b>              | FY 2022-23           |                     |
|                   | Wages                                             | \$ 6,449,000         |                     |
|                   | Wage-Related Fringe Benefits                      | 1,082,000            |                     |
|                   | <b>Union Total</b>                                | <b>\$ 7,531,000</b>  |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>2.00%</i>         |                     |
| 220594            | <b>San Francisco Police Officers Association</b>  | FY 2022-23           |                     |
|                   | Wages                                             | \$ 3,397,000         |                     |
|                   | Wage-Related Fringe Benefits                      | 594,000              |                     |
|                   | Retention Pay                                     | 11,335,000           |                     |
|                   | Step Adjustments                                  | 1,837,000            |                     |
|                   | <b>Union Total</b>                                | <b>\$ 17,163,000</b> |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>4.30%</i>         |                     |
| 220595            | <b>Municipal Executives' Association - Police</b> | FY 2022-23           |                     |
|                   | Wages                                             | \$ 43,000            |                     |
|                   | Wage-Related Fringe Benefits                      | 8,000                |                     |
|                   | Retention Pay                                     | 144,000              |                     |
|                   | <b>Union Total</b>                                | <b>\$ 195,000</b>    |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>3.85%</i>         |                     |
| 220596            | <b>Municipal Executives' Association - Fire</b>   | FY 2022-23           |                     |
|                   | Wages                                             | \$ 60,000            |                     |
|                   | Wage-Related Fringe Benefits                      | 12,000               |                     |
|                   | <b>Union Total</b>                                | <b>\$ 72,000</b>     |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>2.00%</i>         |                     |
| 220597            | <b>Committee Interns and Residents</b>            | FY 2022-23           | FY 2023-24          |
|                   | N/A                                               |                      |                     |
|                   | <b>Union Total</b>                                | <b>\$ 0</b>          | <b>\$ 0</b>         |
|                   | <i>% of Wage and Benefits Base</i>                | <i>0.0%</i>          | <i>0.0%</i>         |
| 220598            | <b>Citywide Amendment</b>                         | FY 2021-22           |                     |
|                   | Floating and In-Lieu Holiday Balance Carryforward | \$ 0                 |                     |
|                   | <b>Total</b>                                      | <b>\$ 0</b>          |                     |
|                   | <i>% of Wage and Benefits Base</i>                | <i>0.0%</i>          |                     |

Note: The provisions listed above are only those that entail a cost to the City. If a provision above shows no cost, it has an estimated cost of less than \$500.



## Attachment B

In accordance with Ordinance 92-94, I submit a cost analysis of 26 MOUs, one Letter of Agreement, and six MOU amendments between the City and County of San Francisco and various Unions representing employee bargaining units. The attached analysis reviews the MOUs and the amendments listed below:

- 220566 – Building Inspectors' Association
- 220567 – Crafts Coalition
- 220568 – Deputy Probation Officers' Association
- 220569 – Deputy Sheriffs' Association
- 220570 – District Attorney Investigators' Association
- 220571 – IBEW, Local 6
- 220572 – IFPTE, Local 21
- 220573 – Laborers International Union, Local 261
- 220574 – Machinists Union, Local 1414
- 220575 – Municipal Attorneys Association
- 220576 – Municipal Executives Association
- 220577 – Operating Engineers Local Union No. 3
- 220578 – Operating Engineers Local Union No. 3 Supervising Probation Officers
- 220579 – San Francisco City Workers United Painters
- 220580 – Sheriffs' Managers & Supervisors Association
- 220581 – SEIU, Local 1021
- 220582 – Operating Engineers Stationary Engineers, Local 39
- 220583 – Teamsters, Local 856 (Multi-Unit)
- 220584 – Teamsters, Local 856: Supervising Registered Nurses
- 220585 – Transport Workers Union of America, AFL-CIO, Local 200
- 220586 – Transport Workers, Local 250-A Automotive Service Workers (7410)
- 220587 – Transport Workers, Local 250-A Multi-Unit
- 220588 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38
- 220589 – Union of American Physicians and Dentists, Unit 17
- 220590 – Union of American Physicians and Dentists, Unit 18
- 220591 – Unrepresented Employees
- 220592 – Fire Fighters Union Local 798, Unit 2
- 220593 – Fire Fighters Union Local 798, Unit 1
- 220594 – San Francisco Police Officers Association
- 220595 – Municipal Executives' Association - Police
- 220596 – Municipal Executives' Association - Fire
- 220597 – Committee Interns and Residents
- 220598 – Citywide Amendment

The MOUs and MOU amendments affect approximately 26,000 authorized positions with an overall salary and benefits base of approximately \$4.1 billion in FY 2022-23 and \$3.3 billion in FY 2023-24. Our analysis finds that the MOUs will result in increased costs to the City of \$213.7 million (or 5.2%) of base wage and benefit cost in FY 2022-23 and \$320.4 million (or 9.7%) of base wage and benefit cost in FY 2023-24. Approximately 60% 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. Wage increases in FY 2023-24 could be delayed if the Joint Report projects a budget deficit greater than \$300 million. These cost estimates assume that those increases will take place as scheduled. If the increases were delayed, the estimated cost would be reduced to approximately \$231.3 million in FY 2023-24. See Attachments A and B for a detailed listing and analysis of costs for the affected MOUs.

The MOUs share the following key provisions:

- **Citywide Wage Increases.** With the exception of the four Safety Unions, the MOUs increase base wages by 5.25% on July 1, 2022; 2.50% on July 1, 2023; and 2.25% on January 6, 2024. As noted above, the increases in fiscal year 2023-24 could be delayed by six months if the Joint Report projects a budget deficit of greater than \$300 million. The amendments for the Fire Fighters and Police Officers Association MOUs increase wages 2.00% and 1.00%, respectively, on July 1, 2022.
- **Job Class Equity Adjustments.** Six MOUs contain provisions to adjust pay scales for select job classes to align with similar job classes within the City or with local employers.

Overall, 92% of the total cost increase is attributable to citywide wage increases and job class equity adjustment increases. In addition, most of the MOUs contain provisions to add or change premium pay for certain skills and certifications.

The MOUs are discussed in more detail below.

#### **File Number 220566 – Building Inspectors’ Association**

The MOU affects 62 authorized positions with a base salary of \$8.9 million and an overall pay and benefits base of about \$11.9 million. We project the MOU will increase costs to the City by \$0.6 million in FY 2022-23 and \$1.1 million in FY 2023-24. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. There are small costs associated with an increase in acting assignment and a life insurance provision.

**File Number 220567 – Crafts Coalition**

The MOU affects 413 authorized positions with a base salary of \$43.3 million and an overall pay and benefits base of about \$58.2 million. We project the MOU will increase costs to the City by \$3.2 million in FY 2022-23 and \$5.4 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is mostly due to increases in lead worker pay and the dispatch premium as well as various safety equipment.

**File Number 220568 – Deputy Probation Officers' Association**

The MOU affects 116 authorized positions with a base salary of \$14.0 million and an overall pay and benefits base of about \$20.0 million. We project the MOU will increase costs to the City by \$1.1 million in FY 2022-23 and \$1.8 million in FY 2023-24. About 99% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. There are small costs associated with increases in the training premium and acting assignment pay.

**File Number 220569 – Deputy Sheriffs' Association**

The MOU affects 725 authorized positions with a base salary of \$88.4 million and an overall pay and benefits base of about \$156.9 million. We project the MOU will increase costs to the City by \$10.6 million in FY 2022-23 and \$16.7 million in FY 2023-24. About 78% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is due to an increase in longevity and POST pay.

**File Number 220570 – District Attorney Investigators' Association**

The MOU affects 36 authorized positions with a base salary of \$5.2 million and an overall pay and benefits base of about \$7.0 million. We project the MOU will increase costs to the City by \$0.4 million in FY 2022-23 and \$0.7 million in FY 2023-24. About 92% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the costs is due to an increase in the POST certification premium.

**File Number 220571 – International Brotherhood of Electrical Workers, Local 6**

The MOU affects 837 authorized positions with a base salary of \$100.9 million and an overall pay and benefits base of about \$140.4 million. We project the MOU will increase costs to the City by \$3.5 million in FY 2022-23 and \$5.9 million in FY 2023-24. About 75% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. About 23% of the total

cost increase is due to equity adjustments in certain job classes. The remainder of the cost is due to increases in various premiums and life insurance.

**File Number 220572 – International Federation of Professional and Technical Engineers, Local 21**

The MOU affects 4,705 authorized positions with a base salary of \$629.0 million and an overall pay and benefits base of about \$796.5 million. We project the MOU will increase costs to the City by \$47.1 million in FY 2022-23 and \$80.4 million in FY 2023-24. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due almost entirely to equity adjustments and extended steps in certain job classes.

**File Number 220573 – Laborers International Union, Local 261**

The MOU affects 1,303 authorized positions with a base salary of \$85.7 million and an overall pay and benefits base of about \$114.4 million. We project the MOU will increase costs to the City by \$6.4 million in FY 2022-23 and \$11.0 million in FY 2023-24. About 93% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in various premiums and life insurance.

**File Number 220574 – Machinists Union, Local 1414**

The MOU affects 465 authorized positions with a base salary of \$49.6 million and an overall pay and benefits base of about \$70.1 million. We project the MOU will increase costs to the City by \$1.6 million in FY 2022-23 and \$2.7 million in FY 2023-24. About 89% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due almost entirely to equity adjustments in certain job classes. In addition, there is a small savings from abolishing the auxiliary premium.

**File Number 220575 – Municipal Attorneys Association**

The MOU affects 428 authorized positions with a base salary of \$98.1 million and an overall pay and benefits base of about \$122.2 million. We project the MOU will increase costs to the City by \$7.1 million in FY 2022-23 and \$11.8 million in FY 2023-24. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to a pilot on a lead person pay premium and reimbursement for professional services.

**File Number 220576 – Municipal Executives Association**

The MOU affects 1,354 authorized positions with a base salary of \$240.8 million and an overall pay and benefits base of about \$298.5 million. We project the MOU will increase costs to the City by \$14.5 million in FY 2022-23 and \$24.8 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to increases in long-term disability insurance, acting assignment pay, and training expenses. There is also a one-time bonus for the CEO of SFERS.

**File Number 220577 – Operating Engineers Local Union No. 3**

The MOU affects 50 authorized positions with a base salary of \$6.0 million and an overall pay and benefits base of about \$8.3 million. We project the MOU will increase costs to the City by \$0.5 million in FY 2022-23 and \$0.8 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the increase is due to an increase in the uniform allowance.

**File Number 220578 – Operating Engineers Local Union No. 3 Supervising Probation Officers**

The MOU affects 28 authorized positions with a base salary of \$3.8 million and an overall pay and benefits base of about \$5.5 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2022-23 and \$0.5 million in FY 2023-24. About 97% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in instructor premiums.

**File Number 220579 – San Francisco City Workers United - Painters**

The MOU affects 100 authorized positions with a base salary of \$10.0 million and an overall pay and benefits base of about \$13.1 million. We project the MOU will increase costs to the City by \$0.7 million in FY 2022-23 and \$1.2 million in FY 2023-24. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to an increase in lead person pay.

**File Number 220580 – Sheriffs' Managers & Supervisors Association**

The MOU affects 108 authorized positions with a base salary of \$17.0 million and an overall pay and benefits base of about \$32.6 million. We project the MOU will increase costs to the City by \$2.2 million in FY 2022-23 and \$3.4 million in FY 2023-24. About 80% of the total cost increase is

attributable to the citywide wage increases in each year of the agreement. Most of the remaining cost is due to equity adjustments in certain job classes.

**File Number 220581 – Service Employees International Union, Local 1021**

The MOU affects 11,625 authorized positions with a base salary of \$1,038.7 million and an overall pay and benefits base of about \$1,391.0 million. We project the MOU will increase costs to the City by \$71.5 million in FY 2022-23 and \$122.4 million in FY 2023-24. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to step and equity adjustments for certain job classes and increases in premiums.

**File Number 220582 – Operating Engineers Stationary Engineers, Local 39**

The MOU affects 613 authorized positions with a base salary of \$72.3 million and an overall pay and benefits base of about \$100.0 million. We project the MOU will increase costs to the City by \$5.5 million in FY 2022-23 and \$9.3 million in FY 2023-24. About 96% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to increases in various premiums, life insurance, and uniform allowance.

**File Number 220583 – Teamsters, Local 856 (Multi-Unit)**

The MOU affects 89 authorized positions with a base salary of \$10.1 million and an overall pay and benefits base of about \$13.6 million. We project the MOU will increase costs to the City by \$0.8 million in FY 2022-23 and \$1.3 million in FY 2023-24. About 90% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is mostly due to an increase in the number of floating holidays and an increase in various premiums.

**File Number 220584 – Teamsters, Local 856: Supervising Registered Nurses**

The MOU affects 119 authorized positions with a base salary of \$28.4 million and an overall pay and benefits base of about \$39.3 million. We project the MOU will increase costs to the City by \$2.2 million in FY 2022-23 and \$3.7 million in FY 2023-24. About 94% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in standby and on-call pay.

cost is mostly due to extended steps in certain job classes and an increase in acting assignment pay.

**File Number 220591 – Unrepresented Employees**

The MOU affects 60 authorized positions with a base salary of \$8.8 million and an overall pay and benefits base of about \$10.9 million. We project the MOU will increase costs to the City by \$0.6 million in FY 2022-23 and \$1.0 million in FY 2023-24. One hundred percent of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

**File Number 220592/220593 – Fire Fighters Union Local 798, Units 1 and 2**

The MOU affects 1,723 authorized positions with a base salary of \$240.0 million and an overall pay and benefits base of about \$376.5 million. We project the MOU will increase costs to the City by \$7.5 million in FY 2022-23. One hundred percent of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU.

**File Number 220594 – San Francisco Police Officers Association**

The MOU affects 2,149 authorized positions with a base salary of \$302.7 million and an overall pay and benefits base of about \$399.1 million. We project the MOU will increase costs to the City \$17.2 million in FY 2022-23. About 23% of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU. The remainder of the cost is due to increases to retention pay occurring one year earlier than was planned and adjustment to the step structure.

**File Number 220595 – Municipal Executives' Association – Police**

The MOU affects 15 authorized positions with a base salary of \$4.1 million and an overall pay and benefits base of about \$5.1 million. About 26% of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU. The remainder of the cost is due to increases in retention pay occurring one year earlier than was planned in the current MOU.

**File Number 220585 – Transport Workers Union of America, AFL-CIO, Local 200**

The MOU affects 372 authorized positions with a base salary of \$44.1 million and an overall pay and benefits base of about \$61.9 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2022-23 and \$0.4 million in FY 2023-24. One hundred percent of the total cost increase is attributable to the citywide wage increases in each year of the agreement.

**File Number 220586 – Transport Workers, Local 250-A Automotive Service Workers (7410)**

The MOU affects 133 authorized positions with a base salary of \$10.6 million and an overall pay and benefits base of about \$16.0 million. We project the MOU will increase costs to the City by \$0.3 million in FY 2022-23 and \$0.6 million in FY 2023-24. About 93% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in the number of steps and an increase in the uniform allowance.

**File Number 220587 – Transport Workers, Local 250-A Multi-Unit**

The MOU affects 98 authorized positions with a base salary of \$12.5 million and an overall pay and benefits base of about \$15.7 million. We project the MOU will increase costs to the City by \$0.8 million in FY 2022-23 and \$1.4 million in FY 2023-24. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the cost is due to an increase in lead person pay and the provision of life insurance.

**File Number 220588 – United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38**

The MOU affects 268 authorized positions with a base salary of \$33.9 million and an overall pay and benefits base of about \$49.4 million. We project the MOU will increase costs to the City by \$3.1 million in FY 2022-23 and \$5.6 million in FY 2023-24. About 83% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. Most of the remaining cost is due to an equity pay adjustment to all job classes in the union.

**File Number 220589/220590 – American Physicians and Dentists, Unit 17 and Unit 18**

The MOU affects 187 authorized positions with a base salary of \$56.5 million and an overall pay and benefits base of about \$72.9 million. We project the MOU will increase costs to the City by \$3.9 million in FY 2022-23 and \$6.6 million in FY 2023-24. About 98% of the total cost increase is attributable to the citywide wage increases in each year of the agreement. The remainder of the



**File Number 220596 – Municipal Executives’ Association – Fire**

The MOU affects 10 authorized positions with a base salary of \$2.7 million and an overall pay and benefits base of about \$3.6 million. One hundred percent of the total cost increase is attributable to a wage increase occurring one year earlier than was planned in the current MOU.

**File Number 220597 – Committee Interns and Residents**

There are not costs associated with this letter of agreement.

**File Number 220598 – Citywide Amendment**

The Citywide MOU amendment allows for floating and in-lieu holiday balances to be carried forward into the following fiscal year. Although this is not expected to increase costs to the City in the current term of the MOUs, it could potentially increase costs in future fiscal years.

**From:** [Hernandez, Melissa G \(BOS\)](#)  
**To:** [BOS Legislation \(BOS\)](#)  
**Subject:** FW: More Unconditional Pay Raises for SFPOA? - Item #80, Meeting of June 7, 2022 (#220594)  
**Date:** Tuesday, June 7, 2022 3:56:48 PM

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Can you add this to the file for Item 80? Thanks!

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**From:** John Crew <johnmikecrew@gmail.com>  
**Sent:** Tuesday, June 07, 2022 1:23 PM  
**To:** Walton, Shamann (BOS) <shamann.walton@sfgov.org>; Preston, Dean (BOS) <dean.preston@sfgov.org>; Mandelman, Rafael (BOS) <rafael.mandelman@sfgov.org>; ChanStaff (BOS) <chanstaff@sfgov.org>; Stefani, Catherine (BOS) <catherine.stefani@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Peskin, Aaron (BOS) <aaron.peskin@sfgov.org>; Mar, Gordon (BOS) <gordon.mar@sfgov.org>; Ronen, Hillary <hillary.ronen@sfgov.org>; MelgarStaff (BOS) <melgarstaff@sfgov.org>; DorseyStaff (BOS) <DorseyStaff@sfgov.org>  
**Cc:** Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>; SFPD, Commission (POL) <SFPD.Commission@sfgov.org>; Carter-Oberstone, Max (POL) <max.carter-oberstone@sfgov.org>; James Byrne <jbyrne@byrne-law.net>; J.Gabriel Yanez <elxchui@gmail.com>; Elias, Cindy (POL) <cindy.elias@sfgov.org>; Kevin Benedicto <kevin.benedicto@outlook.com>; Knight, Heather <hknight@schronicle.com>; Hernandez, Melissa G (BOS) <melissa.g.hernandez@sfgov.org>  
**Subject:** More Unconditional Pay Raises for SFPOA? - Item #80, Meeting of June 7, 2022 (#220594)

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Dear Supervisors,

I learned yesterday that an item misleadingly described simply as an amendment to an existing MOU with the SFPOA to merely "restore.. a deferred one-percent (1%) base wage increase" **actually** involves a **far more consequential** elimination of the "step one" starting salary level for police officers and provides **new** significant salary increases for all police officers at the prior step one, two and three levels as well as increased retention pay incentives. Upon learning this, I viewed the recent GAO Committee discussion where this failure to accurately describe this item was briefly discussed. No explanation was provided for publicly noticing this in a manner that so fundamentally misleads the public, the press and the Board. No one seemed to know who made that decision or why it was made.

Putting aside the Brown Act implications for a moment (since it's premature to demand a "cure and correction" when the Board has not yet taken action on this item), please consider the much larger implications of suddenly increasing the salary levels for the first three levels of police officer salaries and increasing retention pay incentives with **no meaningful public notice or discussion** --

- The City will have, once again, awarded significant financial rewards to the SFPOA without obtaining or seemingly even discussing the quite obvious and on-going need to obtain reform-related concessions and enhanced performance-related guarantees in return.

- DHR Director Isen indicated during the GAO hearing that negotiations on a new MOU would begin next month. The starting point for those upcoming negotiations will be **after** the City has already locked in the salary increases for the first three levels with this amendment (if approved) -- thus giving away key leverage the City could use to seek and obtain greater cooperation from the SFPOA on reforms and on the need for more diligent and consistent job performance ... **before** the talks with the SFPOA even begin!
- To the best of my knowledge, there has been no hearing and no public discussion at either the Police Commission or the Board of Supervisors -- (which has spent significant time in public hearings pushing and prodding the SFPD to make more progress and to show more urgency on still-not-addressed reforms that would, in particular, start to drive down SFPD's quite extreme and persistent racial disparities) -- about the need and opportunity for the City to use its leverage in MOU-related discussions with the SFPOA to actually pursue the reform-agenda that is allegedly a top priority in this City. Given the role of the SFPOA, why does the City continue to allow DHR treat the MOU with the SFPOA as though it's a one-way street -- where it's entirely about what we provide **to** their members with no consideration at all (much less action) on what the City needs, expects and has a right to get **from** SFPOA members in return?
- Giving an unconditional pay raise for the first three salary levels at this particular moment is bizarrely disconnected from the relentless series of [stories](#), [anecdotes](#) and studies about too many San Francisco police officers simply refusing to do their jobs.. lying to the public about what the elected District Attorney allegedly would or would not do.. openly committing [criminal](#) and [administratively prohibited acts](#) of neglect of duty.. producing [very low arrest and clearance rates compared to comparable jurisdiction](#).. skyrocketing levels of "neglect of duty" complaints filed by a deeply frustrated public with the Department of Police Accountability.. causing a leading *San Francisco Chronicle* columnist to recently dub them the "[do little police](#)." This certainly does not describe all SFPOA members and maybe not even most of them. But to deny this has been a major problem is to deny reality. I have no objection to generous compensation packages for police officers. I do object to any group of public employees -- regardless of their role or political connections -- taking that compensation and yet being consistently allowed to not actually perform the basic duties they're expected and required to perform. That's corruption. When the City rewards this.. when DHR fails to use the leverage it has with the SFPOA during MOU talks involving compensation levels to put a stop to this.. when the Board rubber-stamps (over and over and over) unconditional pay raises notwithstanding this... that's enabling the corruption and the too often shockingly poor levels of response and performance from SFPD. We're already paying top dollar for what **should be** highly professional, community-oriented, as non-violent as possible, racially equitable and effective policing services. Do you really think your constituents are getting that.. or that SFPOA plays no role in and shares no responsibility for the quality of policing in San Francisco?
- The proposed stepped-up salary levels and increase in retention bonuses have been framed as being necessary for SFPD to remain competitive in its recruitment efforts and to deal with officers retiring and leaving the SFPD to work for other law enforcement agencies (so-called

"lateral transfers"). Yet, it appears those broad claims have received no critical scrutiny.. at least not in public. SFPD management did not attend the GAO hearing and DHR has shown little track record of pushing back against the often exaggerated claims and self-serving assumptions behind the SFPOA's and SFPD's rationales related to budgeting and compensation levels. The realities behind the challenges facing police hiring and retention in this moment -- nationally, not just in San Francisco -- are far more complex and involve (A) larger societal changes after two years of covid involving major shifts in "work/life" calculations for employees that have created recruitment and retention challenges in a wide variety of industries; (B) resistance to public demands for police reform (leading to an increase in retirements and transfers to smaller, less reform-oriented agencies); and, (C) coordinated messaging and political strategies among big city police unions seeking to spiral up salary levels in the guise of needing to "remain competitive."

This current attempt to avoid meaningful public scrutiny of unconditional pay raises for the SFPOA -- to keep the SFPOA MOUs needlessly (and disastrously) compartmentalized far away from the SFPD reform process and to treat the topic of compensation as though it should have nothing at all to do with the SFPOA ensuring their members actually perform their duties -- is now part of a well-established pattern. The Board has repeatedly expressed concern about this self-sabotaging practice in the past but the only reason it continues is because Board inaction has allowed it to continue.

In 2018, a community coalition, called "[No Justice, No Deal](#)" pressed the City to seek reform concessions the SFPOA during MOU negotiations. The GAO Committee held a major [public hearing](#) on the topic with then-Supervisor Breed commenting at the time -- "**We are definitely committed to the reforms and committed to making sure that we will *embed in the contract* specifically what we can as it relates to how we can make this work to address many of the concerns that have been addressed here today.**" The result was DHR seeking an important reform-related concession in an unprecedented public arbitration proceeding featuring community testimony. The arbitrator ultimately felt he should not impose this condition but nonetheless went out his way in his ruling to "encourage the parties to continue to discuss ways to mutually expedite the adoption of the DOJ proposals." Yet, four years later, the Police Commission is **still** bogged down in "meet and confer" sessions with the SFPOA on policy issues that cause unconscionable delays, are seemingly legally-unnecessary and that, even if they were arguably-required, the City took the position four years ago **could and should** be waived by the SFPOA in exchange for negotiated pay raises. Why has that demand been abandoned? The Board certainly didn't approve that. The Police Commission was never asked.

Just 18 months ago, [the City faced the same situation](#) but DHR inexplicably failed to seek that concession from the SFPOA after a secretive MOU process -- with no public scrutiny and no Board input this time -- but the Board in the position of having a fiscal gun put to its head with another deal with SFPOA that allegedly needed to be immediately approved. Again, [the Bar Associations of San Francisco and members of the pubic objected](#) and a number of Board members reluctantly approved the deal while publicly criticizing the process that had "squandered the opportunity" to speed reforms. [Supervisor Ronen commented](#), "The pace of reform in San Francisco is far too slow. And the Department of Human Resources is simply not doing its job and using its power to advance reforms." She introduced legislation that would require at least some basic level of transparency around DHR's negotiations with SFPOPA which, to date, has not been enacted. But without that

legislation.. without further proactive direction to DHR from the Board... here we are yet again in the exact same situation with DHR asking the Board to approve unconditional pay hikes for the SFPOA -- on a "take it or leave it" basis.. which will have the effect of unilaterally forfeiting the City's primary source of leverage in upcoming MOU negotiations with the SFPOA next month .. which will once again play out in secret, with no prior input from the Board, Police Commission or public.

That's not how [cities that are serious about reform](#), equitable policing and ensuring high quality, responsive public safety services for the public carry out contract negotiations with their police unions. Not anymore. It's not what big city police chiefs -- including Chief Scott -- were calling for just two years ago. In 2018, DHR told an arbitrator that speedy implementation of the USDOJ COPS reforms was an "essential objective" of the City that could and should be pursued (through selective waivers of meet and confer rights negotiated in exchange for compensation hikes) through the MOU. Yet, four years later, the extreme racial disparities highlighted in that report remain as horrific as ever with key reforms that **would** more effectively address them delayed or resisted by the SFPOA. Two examples --

1. The 2016 USDOJ report -- like the [2008 Police Executives Research Forum \(PERF\) comprehensive assessment of the SFPD](#) had as well -- blasted SFPD's failure to fully implement its Early Intervention System (EIS) designed to track well-known markers of possibly problematic officer behavior. Two years ago, Mayor Breed's "Roadmap for New Police Reforms" echoed promises made by Mayor Newsom about finally and fully implementing EIS. Yet a few months ago, when questioned about the racial disparities during a Board hearing, Chief Scott expressed hope EIS would positively impact the problem if it could be fully implemented by the end of the year! The [SFPD's on-going failure to implement EIS](#) (pg 9 -10 of pdf) has always traced back to internal resistance to it. Before awarding any additional pay raises, the City should at least seek SFPOA's support for the program and obtain a waiver of any of additional meet and confer claims that will inevitably further delay its implementation.

2. The Police Commission is finally poised to consider a long-recommended ban on pretext stops after years other cities have taken similar steps and many years of research nationwide confirming the ineffectiveness of the tactic and identifying it as a clear driver of racial profiling. Already and true to form, the [SFPOA has already publicly suggested they will oppose the change](#). The SFPOA **should** make their views known and advocate for their position on an equal basis with others **in public** during the Police Commission's process for considering these issues. There is no reason any reform or policy change on this topic should be delayed by secretive "meet and confer" sessions with the SFPOA -- especially with these disparities persisting for so very long and in the absence of any proposal at all from the SFPOA for addressing them. If San Francisco is serious about dealing with these racial disparities, it would not award pay raises to the SFPOA without a waiver of any theoretical claim about "meet and confer" rights over pretext stop policies.

Before the Board accepts the notion that it must sacrifice reform and performance goals that could and should be pursued in exchange for any pay hikes in order to quickly boost salary levels and retention bonuses in the name of "remaining competitive" with other agencies, it should at least pause to ask a few questions first. For example, of the SFPD members who, in recent years, have left SFPD to accept positions with other agencies, what portion of them have done so seeking better

compensation? If a significant portion of them have left to accept positions with smaller agencies less likely to be under pressure currently to reform and/or that do not have vaccine mandates, and for lower compensation and benefit packages, the DHR-proposed higher salaries and increased retention bonuses will have much less (if any) impact on the problem than seems to be the assumption. What consideration, if any, has been given by DHR to the big city police unions working in concert with one another to try pit cities against one another in their campaign to boost compensation for all? (Are they even aware of that reality?) A few years ago when [now-convicted family abuser Nate Ballard](#) was working for them, the SFPOA joined with a number of other politically-aggressive police groups to form [UCOPS \(United Coalition of Public Safety\)](#) to coordinate messaging and political strategy -- an organization whose address remains the SFPOA headquarters. The same "competitiveness" arguments being floated for the unconditional pay raises in San Francisco are being raised in other cities with UCOPS police unions. What makes DHR think these pay hikes will actually serve the SFPD's retention and recruitment goals more than UCOPS police union political goal of pitting cities against one another?

Thank you for considering my views.

John Crew  
(415) 793-4146

cc. Members, San Francisco Police Commission  
San Francisco Police Commission Office  
Heather Knight, *San Francisco Chronicle*

**From:** [Shon Buford](#)  
**To:** [Perkinson, Jessica \(BOS\)](#)  
**Cc:** [Young, Victor \(BOS\)](#); [Gail Toki-Woo](#); [ChanStaff \(BOS\)](#); [PrestonStaff \(BOS\)](#); [Walton, Shamann \(BOS\)](#); [Shon Buford](#)  
**Subject:** Support of Memorandums of Understanding  
**Date:** Wednesday, June 1, 2022 3:22:20 PM

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Honorable Supervisors,

I, Shon Buford, President of San Francisco Fire Fighters Local 798, am writing you to offer our support the following Memorandums of Understanding being considered at the June 2<sup>nd</sup>, 2022 Government Audit and Oversight Committee meeting. While we support all the tentative agreements being presented to your Committee, Local 798 would like to pay special attention to items 5, 16, 28, 29, 30, 31, and 32. The following items mentioned represents the members of the Public Safety Sector that we either represent and/or work closely with. We here at Local 798 believe these agreements are fair and critical in recruiting and retaining qualified and well trained public safety professional.

Thank you for your consideration,

Shon Buford  
President  
San Francisco Firefighters Local 798  
1139 Mission St, SF CA 94103  
415-621-7103