

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

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

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

FROM: John Carroll, Assistant Clerk

DATE: June 4, 2023

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**  
Tuesday, June 6, 2023

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, June 6, 2023. This ordinance was acted upon at the regular Government Audit and Oversight Committee meeting on Thursday, June 1, 2023 at 10:00 a.m., by the votes indicated.

**Item No. 24                      File No. 230562**

**Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Police, to be effective July 1, 2023, through June 30, 2026.**

RECOMMENDED AS A COMMITTEE REPORT

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

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

File No. 230562

Committee Item No. 14

Board Item No. 24

# COMMITTEE/BOARD OF SUPERVISORS

## AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 1, 2023

Board of Supervisors Meeting:

Date: June 6, 2023

### Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU - FY2022-2024 - Clean
- MOU - FY2022-2024 - Redline
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract / DRAFT Mills Act Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

### OTHER

- DHR Presentation – June 1, 2023
- Bargain Summary
- MOU Referral – May 22, 2023
- Committee Report Request Memo – May 24, 2023
- Cost Analysis – May 26, 2023
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Prepared by: Stephanie Cabrera

Date: May 23, 2023

Prepared by: John Carroll

Date: June 3, 2023

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

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

2

3 **Ordinance adopting and implementing the Memorandum of Understanding between the**  
4 **City and County of San Francisco and the Municipal Executives Association - Police, to**  
5 **be effective July 1, 2023, through June 30, 2026.**

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

10

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

12

13 Section 1. The Board of Supervisors hereby adopts and implements the Memorandum  
14 of Understanding (“MOU”) between the City and County of San Francisco and Municipal  
15 Executives Association - Police, to be effective July 1, 2023 through June 30, 2026.

16 The MOU so implemented is on file with the Clerk of the Board of Supervisors in Board  
17 File No. 230562.

18

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

21

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

1 APPROVED AS TO FORM:  
2 DAVID CHIU, City Attorney

3 By: /s/ \_\_\_\_\_  
4 JONATHAN C. ROLNICK  
5 Chief Labor Attorney

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# Department of Human Resources Negotiations Update

Government Audit and Oversight Committee  
Board of Supervisors  
June 1, 2023





# MEA Fire Chiefs Tentative Agreement

## **Wage Increases (10.75% over three years):**

- **July 1, 2023** – 2.5% wage increase
- **January 6, 2024** – 2.25% wage increase
- **January 4, 2025** – 3% wage increase\*
- **July 1, 2025** – 3% wage increase\*\*

\*Can be delayed by 6 months if the City's projected financial deficit for FY24-25 is greater than \$300 million

\*\*Can be delayed by 12 months if the City's projected financial deficit for FY25-26 is greater than \$300 million

## **Retention Pay**

- 7/1/24 – 1% at 24 months in unit; Additional 1% at 30 months in unit (2 of 8 currently eligible)

## **Merit Pay**

- Merit pay adjustments may be awarded 0%-5% of base annual salary



# MEA Fire Chiefs Agreement Cost

## SF MEA Fire Agreement Cost by Fiscal Year

		<u>FY23-24</u>	<u>FY24-25</u>	<u>FY 25-26</u>
Wages, Training Fund, Merit Pay and Retention Pay		\$367,000	\$479,000	\$675,000
<b>1% Total Compensation</b>		<b>\$38,352</b>		

1% numbers are calculated using budgeted salary with known increases and the previous year's actuals for holidays, overtime, and premiums.



# MEA Police Chiefs Tentative Agreement

## **Wage Increases (10.75% over three years):**

- **July 1, 2023** – 2.5% wage increase
- **January 6, 2024** – 2.25% wage increase
- **January 4, 2025** – 3% wage increase\*
- **July 1, 2025** – 3% wage increase\*\*

\*Can be delayed by 6 months if the City's projected financial deficit for FY24-25 is greater than \$300 million

\*\*Can be delayed by 12 months if the City's projected financial deficit for FY25-26 is greater than \$300 million

## **Retention Pay**

- 7/1/24 – 1% at 24 months in unit; Additional 1% at 30 months in unit

## **Compaction**

- Commanders - 2% ATB increase on 7/1/24; 3% ATB increase on 1/3/26
- Assistant Chiefs – 7/1/24 - Additional 3% step at 2 years in position





# MEA Police Chiefs Agreement Cost

## SF MEA Police Agreement Cost by Fiscal Year

		<u>FY23-24</u>	<u>FY24-25</u>	<u>FY 25-26</u>
Wages, Retention Pay, Compaction Adjustments, Training Fund, LWLP		\$211,000	\$486,000	\$786,000
<b>1% Total Compensation</b>		<b>\$53,437</b>		

1% numbers are calculated using budgeted salary with known increases and the previous year's actuals for holidays, overtime, and premiums.

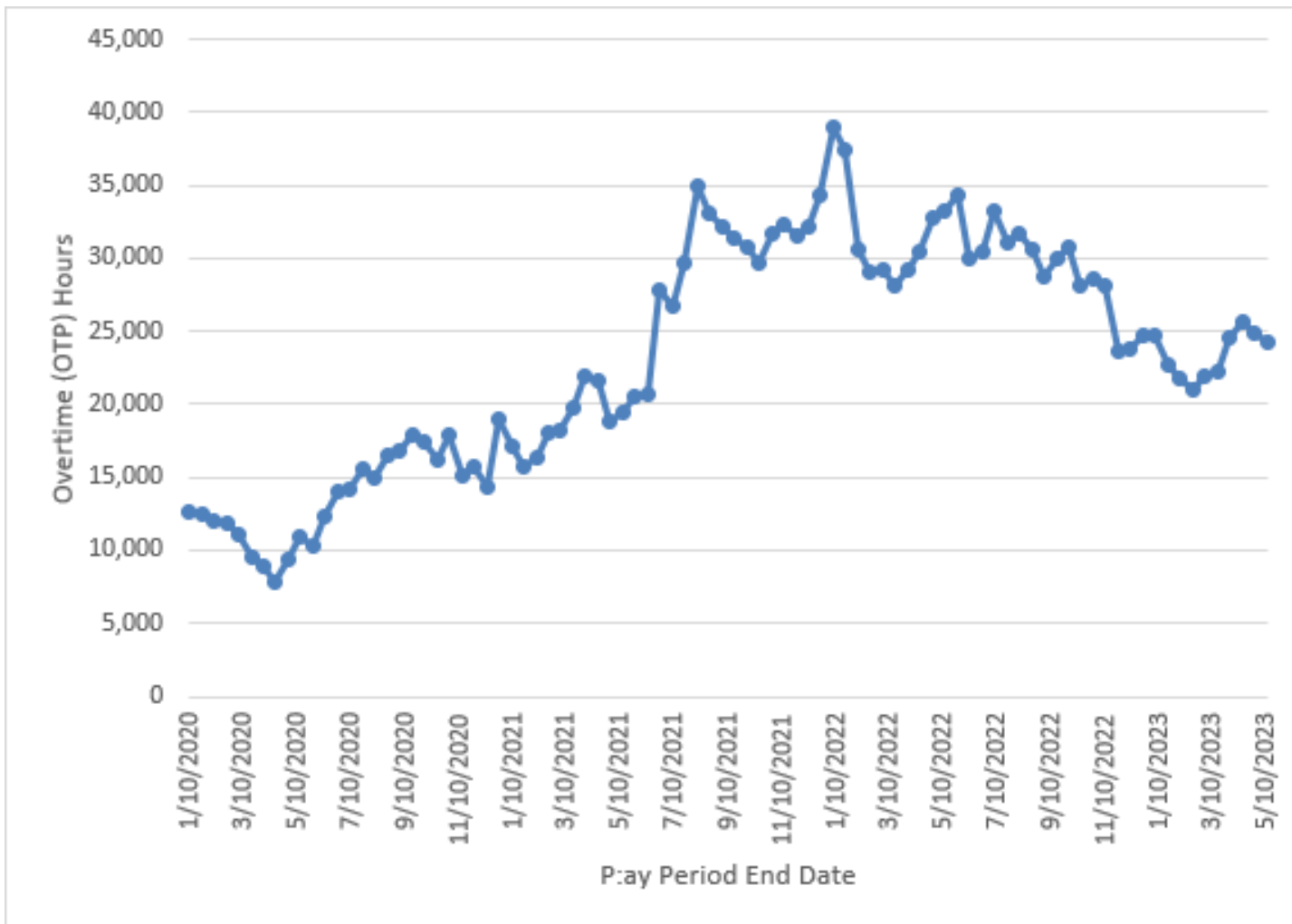


# MOU Amendments: Local 798

- Employees on a 48.7-hour work week must work more than 106 hours in the 14-day PPSD before earning 1.5x overtime.
- Amendment allows the Chief of the Fire Department to request an exemption to minimize mandatory overtime from the Human Resources Director.



# MOU Amendments: Local 798





# MOU Amendments: SEIU

- Classification Studies and Equity Side Letter
  - Added additional classifications to be analyzed
    - 1209 Benefits Technician and 1210 Benefits Analyst
    - 1820 Junior Administrative Analyst
    - 3375 Animal Health Technician
    - 8238/8239 Public Safety Communications Dispatcher/Supervisor
- Public Safety Communications Dispatchers Step Adjustment
  - Added 5% salary step for 8238 and 8239 to address recruitment and retention
  - Costs: \$1,542,000 in FY 2023-2024
- Emergency Response (ER) Retention Payments
  - Payments to Human Services Agency ER employees paid for by the State
    - FY2021-2022: \$99,725
    - FY2022-2023: \$106,000



# MOU Amendments: MEA

- Emergency Response (ER) Retention Payments
  - Payments to Human Services Agency ER employees paid for by the State
    - FY2021-2022: \$18,275
    - FY2022-2023: \$12,000
- Airport Parking
  - Reinstate pilot program consistent with other employees at the Airport



# Unrepresented Ordinance

- Annual submission
- Wages and benefits align with what is provided to MEA
- Covers: Mayoral Staff, Employee Relations Division, SFMTA Employee Relations Staff, Human Resources Director, Controller, Port Director, Confidential Chief Attorney II (Civil & Criminal)



A8.590-5(d)

## Charter Factors for Arbitrator Consideration

- **Changes in the average consumer price index** for goods and services
- Wages, hours, benefits and terms and conditions of employment of **employees performing similar services**
- Wages, hours, benefits and terms and conditions of **other employees in the City and County of San Francisco**
- **Formulas** provided for in this Charter for the establishment and maintenance of wages, hours, benefits and terms and conditions of employment
- The **financial condition of the City and County of San Francisco** and its ability to meet the costs of the decision



Thank You







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

Ben Rosenfield  
 Controller  
 Todd Rydstrom  
 Deputy Controller

May 26, 2023

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 230561 and 230562: Memoranda of Understanding (MOU) between the City and County of San Francisco and two Unions representing City bargaining units

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of two MOUs representing the Municipal Executives Association – Fire and Municipal Executives Association – Police. The MOUs cover the period July 1, 2023 through June 30, 2026. The MOUs affect 28 authorized positions with an overall salary and benefits base of \$9.2 million. Our analysis finds that the MOUs will result in increased costs to the City of between three hundred ninety-four thousand (\$394,000) and five hundred seventy-four thousand dollars (\$574,000) in FY 2023-24. Approximately 90% of the increased cost is supported by the General Fund.

The MEA – Fire MOU includes the general wage increases of 10.75% spread over the length of the contract, as well as an increase in retention pay for those with at least 24 months in their job class. Additionally, there is a provision for merit pay of up to 5% of salary, as determined by the Fire Chief or the Mayor.

<b>Municipal Executives Association - Fire</b>	FY 2023-24		FY 2024-25		FY 2025-26	
Wages	\$	120,000	\$	210,000	\$	371,000
Wage-Related Fringe Benefits		19,000		33,000		58,000
Retention Pay		44,000		47,000		49,000
Merit Pay		180,000		185,000		193,000
Training		4,000		4,000		4,000
Acting Assignment Pay		0		0		0
<b>Union Total</b>	<b>\$</b>	<b>367,000</b>	<b>\$</b>	<b>479,000</b>	<b>\$</b>	<b>675,000</b>
	<i>% of Wage and Benefits Base</i>	<i>9.57%</i>		<i>12.49%</i>		<i>17.60%</i>

The MEA – Police MOU includes the general wage increases of 10.75% spread over the length of the contract, and additional wage increases for two job classes. There is also an increase in retention pay for those with at least 24 months in their job class.

<b>Municipal Executives Association - Police</b>	FY 2023-24	FY 2024-25	FY 2025-26
Wages	\$ 167,000	\$ 292,000	\$ 516,000
Wage-Related Fringe Benefits	26,000	46,000	82,000
Retention Pay	0	73,000	76,000
Job Class Equity Adjustments	0	56,000	93,000
Acting Assignment Pay	12,000	13,000	13,000
Training Fund	6,000	6,000	6,000
<b>Union Total</b>	<b>\$ 211,000</b>	<b>\$ 486,000</b>	<b>\$ 786,000</b>
<i>% of Wage and Benefits Base</i>	<i>3.95%</i>	<i>9.09%</i>	<i>14.71%</i>

Our cost estimates assume that premiums, overtime, and other adjustments grow consistently with wage changes. Wage increases in FY 2024-25 and FY 2025-26 could be delayed if the March Joint Report projects a budget deficit greater than \$300 million. These cost estimates assume wage increases take place as scheduled. If the increases were delayed, the estimated cost would be reduced by one hundred forty-two thousand (\$142,000) dollars in FY 2024-25 and two hundred ninety-seven thousand (\$297,000) dollars in FY 2025-26.

If you have additional questions or concerns, please contact me at (415)-554-7500 or Carol Lu of my staff at (415)-554-7643.

Sincerely,



Ben Rosenfield  
Controller

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



## MEA Police Chiefs Bargaining Summary

Issue	MOU Section	Summary
<b>Term</b>	Article V Section C	3-year contract: July 1, 2023 – June 30, 2026
<b>Wages</b>	Article III Section A	<p>Effective July 1, 2023, represented employees shall receive a base wage increase of 2.5%</p> <p>Effective January 6, 2024, represented employees shall receive a base wage increase of 2.25%</p> <p>Effective January 4, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2024 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 2024-2025 that exceeds \$300 million, then the base wage adjustment due on January 4, 2025, will be deferred to July 1, 2025.</p> <p>Effective July 1, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2025 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 2025-2026 that exceeds \$300 million, then the base wage adjustment due on July 1, 2025, will be deferred to close of business June 30, 2026.</p>
<b>Retention Pay</b>	Article III Section C	Effective July 1, 2024, eligible members shall receive a 1% Retention Pay for completing 24-months or more of continuous service. Eligible employees who have completed 30-months or more of continuous service shall receive an additional 1% Retention Pay.
<b>Commander</b>	Article III Section A	July 1, 2024: 2%; January 3, 2026: 3%
<b>Assistant Chief</b>	Article III Section A	Additional step 3% at two (2) years in the position on July 1, 2024
<b>Like Work Like Pay</b>	Article III Section D	Reduces the number of consecutive working days that an employee needs to be assigned to perform the duties of a higher job code to 5-days (from 10-days) in order to be eligible to receive Acting Assignment Pay.
<b>Training Fund</b>	Article IV Section A	Increased amount from \$10,000 to \$16,000 annually.
<b>Merit Pay</b>	Article III Section A	Revises section to make merit pay for Police Chief subject to recommendation and approval of Mayor.



## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2023

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Municipal Executives' Association  
Police (MEA Police)

<b>Issue</b>	<b>MOU Section</b>	<b>Summary</b>
<b>Work Schedules</b>	Article III Section F	New language that permits by mutual agreement the parties may enter into cost equivalent alternative work schedules.
<b>Personnel Files</b>	Article II Section E	Materials relating to disciplinary actions for conduct which are 3 or more years old shall not be used for disciplinary action, provided there has been no reoccurrence of the same or similar conduct, and may be sealed at the request of the employees or the Association.
<b>Performance Appraisals</b>	Article III Section F	An employee shall be afforded 30-days from date of receipt to respond to a performance appraisal in writing and such written response shall be maintained in the employees personnel file.
<b>Juneteenth</b>	Article III Section H	Adds Juneteenth to list of legal holidays.
<b>Association Security</b>	Article I Section F	Adds and removes language addressing union dues pursuant to Janus v. AFSCME. The Union shall exclusively submit requests to the City to change or cancel deductions of contributions from represented employees. Requests must be submitted by noon on the last Friday of a pay period; otherwise, the City will implement the change in two following pay periods. Additionally, the City shall make available to the Union select data related to dues and deductions.
<b>Gender Pronouns</b>	MOU	City wide clean up.

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**MUNICIPAL EXECUTIVES' ASSOCIATION  
POLICE**

**July 1, 2023 – June 30, 2026**

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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**

1. Authorization for Deductions

30. a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.F. means Union membership dues, initiation fees, premiums for Union-sponsored insurance programs, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.
31. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification.
32. c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for City contributions.

33. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
34. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.
35. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contribution amount deducted.
36. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedures, or it receives an order from a court administrative body directing the City to change or cancel the deductions for one or more employees.
37. h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.

2. Indemnification

38. 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**

39. 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.
40. 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.
41. 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**

42. 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**

43. 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**

44. 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 the employee 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 the employee is being released and the pay in the underlying permanent civil service position to which the employee reverts.

45. 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, the Chief 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
46. 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.
47. 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**

48. 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.
49. Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used as the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or the Association, materials related to disciplinary actions which are three (3) or more years shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings, or as otherwise required by federal, state, or local law. An employee or MEA may request sealing prior to the end of the three (3) year period.
50. Other than employees and their representatives authorized under paragraph 48 above, only persons authorized by the Chief of Police or their designee may review an employee's master personnel file.
51. 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.
52. 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. PERFORMANCE APPRAISALS**

53. An employee shall be afforded thirty (30) days from the date of receipt to respond to a performance appraisal in writing. The City shall attach any written response to the performance appraisal and maintain it in the employee's personnel file.

## **II.G. DEPARTMENT OF POLICE ACCOUNTABILITY RECORDS**

54. It is agreed that a complainant's Department of Police Accountability ("DPA") complaint form shall be released to the complainant upon request.
55. 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.
56. Review and receipt of evidence shall be permitted only after the requesting party and their 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.
57. 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.
58. 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.
59. 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**

60. 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.
61. The City shall continue to implement a merit pay based recognition program. Subject to the recommendation and approval of the Mayor 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.
62. Employees shall receive the following base wage increases:
- Effective July 1, 2023, represented employees will receive a base wage increase of 2.50%.
- Effective January 6, 2024, represented employees will receive a base wage increase of 2.25%.
- Effective January 4, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2024 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 2024-2025 that exceeds \$300 million, then the base wage adjustment due on January 4, 2025, will be deferred to July 1, 2025.
- Effective July 1, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2025 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 2025-2026 that exceeds \$300 million, then the base wage adjustment due on July 1, 2025, will be deferred to close of business June 30, 2026.

#### **Compaction Adjustments**

63. Effective July 1, 2024, employees in classifications 0488 Commander, 0489 Commander II and 0490 Commander III will receive an additional base wage increase of 2.00%. Regardless of whether the base wages are deferred or not, the Commanders will receive the base wage increase as provided in this section.
64. Effective July 1, 2024, the City shall add an additional 3.00% salary step to classification 0395 Assistant Chief. Incumbents in this class who have been in this classification for two (2) years or more of service as of July 1, 2024 shall advance to

the new step on July 1, 2024. Incumbents in class 0395 who have been in this class for less than two (2) years of service as of July 1, 2024 shall advance to the additional salary step on their anniversary date upon two (2) years of service.

65. Effective January 3, 2026, employees in classifications 0488 Commander, 0489 Commander II and 0490 Commander III will receive a base wage increase of 3.00%. Regardless of whether the base wages are deferred or not, the Commanders will receive the base wage increase as provided in this section.

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

66. 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.

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

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

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

68. 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.

69. 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.

70. 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.

71. 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.
72. 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 the employee 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

73. 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:
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. Effective July 1, 2024, employees who have completed twenty-four (24) months or more of continuous service appointed to and/or acting in the job codes (ranks) covered by this agreement shall receive a one percent (1%) Retention Pay. Employees who have completed

thirty (30) months or more of continuous service appointed to and/or acting in the job codes (ranks) covered by this agreement shall receive an additional one percent (1%) Retention Pay.

76. 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.
77. 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**

78. 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:
79. 1. The assignment shall be in writing.
  80. 2. The position to which the employee is assigned must be a budgeted position.
  81. 3. The employee is assigned to perform the duties of a higher job-code (rank) for longer than five (5) consecutive working days. The additional pay shall be retroactive to the first day of the assignment.
  82. 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.
83. Requests for classification or reclassification review shall not be governed by this provision.
84. The provisions of this section shall be administered in accordance with Department of Human Resources policies and procedures.

#### **III.E. METHOD OF CALCULATION**

85. Bi-Weekly. An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for their 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

86. 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

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

#### Alternate Work Schedule

88. By mutual agreement the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

### **III.G. EXECUTIVE LEAVE**

89. Employees covered by this Agreement shall not be eligible to accrue compensatory time-off.
90. 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.
91. 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

92. 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

93. 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)
  - June 19 (Juneteenth)
  - 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)
94. Provided further, if January 1, June 19, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
95. 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.
96. The City shall accommodate religious belief or observance of employees as required by law.
97. 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**

98. 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**

99. 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**

100. 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**

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

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

102. 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.
103. 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**

104. 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**

105. Award and accrual of sick leave benefits shall be provided as specified in Civil Service Commission Rule 220.
106. 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**

107. 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:
108. 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.
109. 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.
110. 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.
111. 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

112. 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.

113. The amount of this payment shall be equal to two percent (2%) of sick leave balances earned but unused at the time of separation times the number of whole years of continuous employment times an employee’s salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave hours, as described by CSC rules, shall not be included in this computation.

Example of calculation:

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

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

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

40% x 500 hours=200 hours

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

114. 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.

115. 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

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

117. 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

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

### Annual Tuberculosis Screening

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

### **III.S. RETIREMENT BENEFITS**

120. 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

121. 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.

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

123. 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**

124. 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.

125. 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.

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

127. 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.
128. This provision will satisfy any and all obligations to provide employees with uniform clothing and maintenance.

### **III.U. THIRD PARTY FUNDED CRIME LABORATORY WORK**

129. Subject to the approval of the Chief of Police or their 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**

130. 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.
131. In order to qualify for Parental Leave, the employee must give reasonable notice to their immediate supervisor prior to taking the time off. The employee must provide written verification from the school or licensed child day care facility that they participated in school/child care related activities on a specific date and at a particular time, if requested by management.
132. 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.
133. 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**

134. The City will contribute sixteen thousand dollars (\$16,000) 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.
135. This section shall not be subject to the grievance procedure.

#### Paid Status During Training

136. 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**

137. 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.
138. 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.
139. 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.
140. Nothing in this section shall be subject to the grievance procedure.

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

141. 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.
142. 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.
143. 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.
144. 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.
145. 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;
146. 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.
147. 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.

148. The City will work with the vendor to evaluate options to provide no-cost ATMs available at large worksites and remote worksites.
149. 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**

150. 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.
151. 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.
152. 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.
153. 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).
154. 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.
155. 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.

156. 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**

157. 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**

158. This Agreement shall be effective July 1, 2023, and shall remain in full force and effect through June 30, 2026.

**V.D. SIGNATURE PAGE**

In Witness Hereof, the parties have executed this AGREEMENT this 12<sup>th</sup> day of May, 2023.

FOR THE CITY



Ardis Graham  
Employee Relations Director


5/12/2023

Date

FOR THE UNION

Criss Romero  
Executive Director  
Municipal Executives' Association

Date

 5/12/2023

Carol Isen  
Human Resources Director

Date

APPROVED AS TO FORM:  
DAVID CHIU  
City Attorney



Jonathan Rolnick  
Chief Labor Attorney

5/12/23  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CITY AND COUNTY OF SAN FRANCISCO**

**And**

**MUNICIPAL EXECUTIVES' ASSOCIATION  
POLICE**

**July 1, 2017~~23~~ – June 30, 2023~~26~~**

**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**

1. Authorization for Deductions

30. **a. The Union shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Union. "Contributions" as used in this Section I.F. means Union membership dues, initiation fees, premiums for Union-sponsored insurance programs, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Union.** ~~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. **b. The City shall deduct Contributions from a represented employee's pay upon submission by the Union of a request, in accordance with the Procedure. The Procedure shall include, and the Union must provide with each request, a certification by an authorized representative of the Union, confirming that for each employee for whom the Union has requested deduction of Contributions, the Union has and will maintain a voluntary written authorization signed by that**

employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Union, and make the requested deduction changes only upon receipt of a proper certification. 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.

c. The Procedure is the exclusive method for the Union to request the City to initiate, change, or cancel deductions for City contributions.

d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Union, but only if the Union submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.

e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Union to obtain the Union authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Union form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

32. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Union, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Union a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contribution amount deducted. 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.~~

**g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Union in accordance with the Procedures, or it receives an order from a court administrative body directing the City to change or cancel the deductions for one or more employees.**

**h. With the exception of subsection (e) above, the Union is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Union on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Union. The City shall not resolve disputes between the Union represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Union. The Union shall respond to such employee inquiries within no less than 10 business days.**

## **2. Indemnification**

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~~ **the employee** 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~~ **the employee** 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~~ **the Chief** 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.

**Materials relating to disciplinary actions for conduct which is three (3) or more years old shall not be used as the basis of future discipline, provided there has been no reoccurrence of the same or similar conduct upon which the discipline was based. At the request of the employee or the Association, materials related to disciplinary actions which are three (3) or more years shall be sealed to the extent permissible by law, provided that there has been no reoccurrence of the conduct on which the discipline was based during that period. The envelope containing the sealed documents will be retained in the employee's personnel file and may only be opened for the purpose of assisting the City in defending itself in legal or administrative proceedings, or as otherwise required by federal, state, or local law. An employee or MEA may request sealing prior to the end of the three (3) year period.**

46. Other than employees and their representatives authorized under paragraph 45 above, only persons authorized by the Chief of Police of ~~his/her~~ **or their** 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.

## **XX. PERFORMANCE APPRAISALS**



**An employee shall be afforded thirty (30) days from the date of receipt to respond to a performance appraisal in writing. The City shall attach any written response to the performance appraisal and maintain it in the employee's personnel file.**

## **II.G. 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~~ **their** 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~~ **Mayor** for the Police Chief and subject to the approval of the Police Chief for the other represented job-codes (ranks), merit pay base annual adjustments may be awarded to an employee ranging from 0% to 5% of an employee's base annual salary.
57. Employees shall receive the following base wage increases:

~~July 1, 2018 — 3%~~

~~July 1, 2019 — 3%~~

**Effective July 1, 2023, represented employees will receive a base wage increase of 2.50%.**

**Effective January 6, 2024, represented employees will receive a base wage increase of 2.25%.**

**Effective January 4, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2024 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 2024-2025 that exceeds \$300 million, then the base wage adjustment due on January 4, 2025, will be deferred to July 1, 2025.**

**Effective July 1, 2025, represented employees will receive a base wage increase of 3.00%, except that if the March 2025 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 2025-2026 that exceeds \$300 million, then the base wage adjustment due on July 1, 2025, will be deferred to close of business June 30, 2026.**

**Compaction Adjustments**

**Effective July 1, 2024, employees in classifications 0488 Commander, 0489 Commander II and 0490 Commander III will receive an additional base wage increase of 2.00%. Regardless of whether the base wages are deferred or not, the Commanders will receive the base wage increase as provided in this section.**

**Effective July 1, 2024, the City shall add an additional 3.00% salary step to classification 0395 Assistant Chief. Incumbents in this class who have been in this classification for two (2) years or more of service as of July 1, 2024 shall advance to the new step on July 1, 2024. Incumbents in class 0395 who have been in this class for less than two (2) years of service as of July 1, 2024 shall advance to the additional salary step on their anniversary date upon two (2) years of service.**

**Effective January 3, 2026, employees in classifications 0488 Commander, 0489 Commander II and 0490 Commander III will receive a base wage increase of 3.00%. Regardless of whether the base wages are deferred or not, the Commanders will receive the base wage increase as provided in this section.**

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
Deputy Chief	0400	0401	0402

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~~ the employee 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)

**Effective July 1, 2024, employees who have completed twenty-four (24) months or more of continuous service appointed to and/or acting in the job codes (ranks) covered by this agreement shall receive a one percent (1%) Retention Pay. Employees who have completed thirty (30) months or more of continuous service appointed to and/or acting in the job codes (ranks) covered by this agreement shall receive an additional one percent (1%) Retention Pay.**

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)~~ **five (5)** 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~~ **their** 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~~ **their** department. A regular work week is a tour of duty of five (5) worked days within a seven day period.

Alternate Work Schedule

**By mutual agreement the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.**

**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)

**June 19 (Juneteenth)**

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, **June 19**, 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~~ **their** 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 ½ % for each year of service x 20 years of service=40%  
40% x 500 hours=200 hours  
200 hours x \$25.00 (base salary rate at time of separation)=\$5,000

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~~ **their** 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~~ their 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~~ they 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~~ sixteen thousand dollars (\$106,000) 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-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.
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~~23~~23, and shall remain in full force and effect through June 30, 2023~~26~~26.

**V.D. SIGNATURE PAGE**

In Witness Hereof, the parties have executed this AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 20223.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
Ardis Graham                      Date  
Employee Relations Director

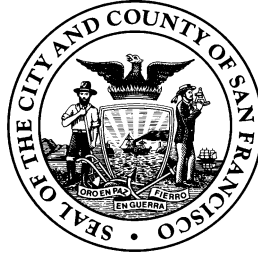
\_\_\_\_\_  
Raquel Silva                      Date  
Municipal Executives' Association

\_\_\_\_\_  
Carol Isen                              Date  
Human Resources Director

APPROVED AS TO FORM:  
DAVID CHIU  
City Attorney

\_\_\_\_\_  
Jonathan Rolnick                      Date  
Chief Labor Attorney,  
City Attorney

BOARD of SUPERVISORS



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

## MEMORANDUM

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

FROM: Stephanie Cabrera, Assistant Committee Clerk  
Government Audit and Oversight Committee, Board of Supervisors

DATE: May 22, 2023

SUBJECT: LEGISLATION INTRODUCED

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced Mayor London Breed on May 16, 2023:

1. File No. [230561](#) **Municipal Executives' Association, Fire Successor MOU (July 1, 2023, through June 30, 2026)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Fire, to be effective July 1, 2023, through June 30, 2026.
2. File No. [230562](#) **Municipal Executives' Association, Police Successor MOU (July 1, 2023, through June 30, 2026)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association - Police, to be effective July 1, 2023, through June 30, 2026.
3. File No. [230563](#) **Unrepresented Employees Ordinance (July 1, 2023, through June 30, 2024)**  
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, 2023.
4. File No. [230448](#) **San Francisco Fire Fighters, Local 798 Unit 1 – MOU Amendment #1 (Overtime)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, Unit 1, to be effective July 1, 2023, through June 30, 2026.

5. File No. [230449](#) **San Francisco Fire Fighters, Local 798 Unit 2 – MOU Amendment #1 (Overtime)**  
Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and San Francisco Fire Fighters Union Local 798, IAFF, AFL-CIO, Unit 2, to be effective July 1, 2023, through June 30, 2026.
6. File No. [230564](#) **SEIU, Local 1021, Miscellaneous – MOU Amendment #2 (Classification Studies And Equity Adjustments Side Letter)**  
Ordinance adopting and implementing the Second Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, effective July 1, 2023, to adopt a side letter agreement to undertake classification studies and equity adjustments for certain represented classifications.
7. File No. [230565](#) **SEIU, Local 1021, Miscellaneous – MOU Amendment #3 (Dispatchers Step Adjustment)**  
Ordinance adopting and implementing the Third Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union Local 1021, effective July 1, 2023, to amend  
the compensation provision for 8238 Public Safety Communications Dispatcher and 8239 Senior Police Communications Dispatcher to provide an additional sixth salary step to both classifications.
8. File No. [230566](#) **SEIU, Local 1021, Miscellaneous – MOU Amendment #4 (ER Retention Payment)**  
Ordinance adopting and implementing the Fourth Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and Service Employees International Union, Local 1021, effective July 1, 2023, to adopt a side letter agreement for a retention payment program for certain Human Services Agency employees who provide child welfare emergency response services.
9. File No. [230567](#) **Municipal Executives' Association – MOU Amendment #1 (ER Retention Payment)**  
Ordinance adopting and implementing the First Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, effective July 1, 2023, to adopt a side letter agreement for a retention payment program for certain Human Services Agency employees who provide child welfare emergency response services.
10. File No. [230568](#) **Municipal Executives' Association – MOU Amendment #2 (Airport Parking)**  
Ordinance adopting and implementing the Second Amendment to the 2022-2024 Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, effective July 1, 2023, to adopt a side letter agreement to reinstate the Airport Employee Transit Pilot Program at San Francisco International Airport.

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 by email at: [Stephanie.Cabrera@sfgov.org](mailto:Stephanie.Cabrera@sfgov.org).

2023 MOU Referral

May 22, 2023

Monday, May 22, 2023

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cc: Todd Rystrom, Office of the Controller  
Michelle Allersma, Office of the Controller  
Carol Lu, Office of the Controller

Member, Board of Supervisors  
District 5



City and County of San Francisco

## DEAN PRESTON

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DATE: May 24, 2023

TO: Angela Calvillo  
Clerk of the Board of Supervisors

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

RE: Government Audit and Oversight Committee  
COMMITTEE REPORT

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Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee, I have deemed the following matters of an urgent nature and request they be considered by the full Board on Tuesday, June 6, 2023, as Committee Reports:

1. [230537](#) Contract Amendment - HealthRIGHT 360 - Check-Writing Services - Not to Exceed \$107,416,172
2. [230448](#) San Francisco Fire Fighters, Local 798 Unit 1 – MOU Amendment #1 (Overtime)
3. [230449](#) San Francisco Fire Fighters, Local 798 Unit 2 – MOU Amendment #1 (Overtime)
4. [230561](#) Municipal Executives' Association, Fire Successor MOU (July 1, 2023, through June 30, 2026)
5. [230564](#) SEIU, Local 1021, Miscellaneous – MOU Amendment #2 (Classification Studies And Equity Adjustments Side Letter)
6. [230565](#) SEIU, Local 1021, Miscellaneous – MOU Amendment #3 (Dispatchers Step Adjustment)
7. [230566](#) SEIU, Local 1021, Miscellaneous – MOU Amendment #4 (ER Retention Payment)
8. [230567](#) Municipal Executives' Association – MOU Amendment #1 (ER Retention Payment)
9. [230568](#) Municipal Executives' Association – MOU Amendment #2 (Airport Parking)
10. [230563](#) Unrepresented Employees Ordinance (July 1, 2023, through June 30, 2024)
11. [230562](#) Municipal Executives' Association, Police Successor MOU (July 1, 2023, through June 30, 2026)
12. [230432](#) Authorization to Expend Funds for Yosemite Slough Sediment Site Studies

These matters will be heard in the Government Audit and Oversight Committee at a Regular Meeting on Thursday, June 1, 2023, at 10:00 a.m.

A handwritten signature in blue ink, appearing to read "Dean Preston".