

AMENDMENT No. 1

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

THE CITY AND COUNTY OF SAN FRANCISCO

AND

OPERATING ENGINEERS LOCAL UNION NO. 3
OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

SUPERVISING PROBATION OFFICERS

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

6. FIREARMS INSTRUCTOR

~~132. — By no later than September 30, 2019, the Humans Services Agency and the Union will meet and confer on the issue of whether a 2966 Welfare Fraud Investigator performing the duties of Firearms Instructor should receive a premium for the hours spent performing these duties. The Union shall elect two (2) Union staff or members to participate in the meet and confer process. The meet and confer process shall conclude after four (4) months from the date the parties first meet. At the conclusion of that four-month period, if the parties have not reached an agreement, either party may avail itself of the impasse resolution procedures in Charter Section A8.409-4. Arbitrator Christopher Burdick shall retain jurisdiction as neutral arbitrator and Chairperson to resolve such an impasse, through and until June 30, 2020.~~

132. Effective July 1, 2020, employees in classification 2966 Welfare Fraud Investigator who are assigned to perform Firearms Instructor duties shall be paid an additional five percent (5%) per hour when such duties are actually performed. Such duties are limited to one (1) employee per pay period and ten (10) hours per pay period. To perform Firearms Instructor duties, the employee must be certified by the California Commission on Peace Officer Standards and Training (POST) as a law enforcement instructor. The City shall reimburse one (1) employee per fiscal year for training costs needed to obtain or maintain the Firearms Instructor certification.

Included in the pay issued on August 18, 2020, employees in classification 2966 Welfare Fraud Investigator who performed Firearms Instructor duties in fiscal year 2019-20 and who met the POST certification requirement shall receive a one-time lump sum payment of five percent (5%) per hour, calculated off the hours in fiscal year 2019-20 in which they actually performed Firearms Instructor duties, not to exceed one employee and ten (10) hours per pay period. This lump sum payment shall not be included in retirement calculations.

FOR THE CITY



5/7/2020

Victoria Carson

Date

FOR THE UNION



4/30/2020

David Tuttle

Date

Approved as to Form:



5/12/2020

Katharine Hobin Porter
Chief Labor Attorney

Date