

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNIT P-2B

July 1, 2007 - June 30, 2013

Per Amendment # 2

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DEFINITIONS

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|-------------------------|--|
| City | The City and County of San Francisco. |
| Association | The San Francisco Police Officers' Association. |
| Commission | The Police Commission of the City and County of San Francisco. |
| Day | Calendar day, unless otherwise specified. |
| Department | The San Francisco Police Department. |
| Charter | The Charter of the City and County of San Francisco. |
| Immediate Supervisor | The individual who immediately assigns, reviews, or directs the work of an employee. |
| Intermediate Supervisor | The next higher supervisor based on the organization pattern of the Department. |
| Employee | A full time peace officer within each classification listed in paragraph 1 herein, and used interchangeably with the word "officer." |
| Memorandum | This Memorandum of Understanding. |
| Watch | The period of time an employee is scheduled to be on duty. |
| Working Conditions | Wages, hours, benefits and other terms and conditions of employment, i.e., those matters within the scope of representation under the Meyers-Milias-Brown Act. |

The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will read as if they accurately referenced the same sections in their codified form as of July 1, 2007.

PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the San Francisco Police Officers' Association (hereinafter referred to as the "Association") and the City and County of San Francisco (hereinafter referred to as the "City"), through the Office of the Mayor acting on behalf of the City and County of San Francisco, arrived at through good faith meeting and conferring pursuant to the Meyers-Milias-Brown Act and Charter Section A8.590-1, et. seq.

ARTICLE I. REPRESENTATION

Section 1. Recognition.

1. Pursuant to Government Code Section 3500, et. seq., the City recognizes the Association as the majority bargaining agent for sworn personnel of the San Francisco Police Department in the following bargaining unit and classifications:

P-2B Police Management Supervisory

0400 Deputy Chief
0401 Deputy Chief II
0402 Deputy Chief III
0488 Commander
0489 Commander II
0490 Commander III

2. Active officers 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.
3. 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 and/or 0400 within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.
4. 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 SFPOA shall fully support the defense of such claims by the City and County, and shall take appropriate legal steps to intervene in, and become party to, such litigation and in such litigation will fully support the mutual intention of the parties as described in this Agreement.
5. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by superior court or 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 which 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 Memorandum of Understanding prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such officers as if this agreement had never been in effect. Provided, however, that if such a

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recalculation should occur, no bargaining unit employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies which they had received between the effective date of their appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meeting and conferring in order to reach agreement on alternative benefits.

Section 2. No Work Stoppages.

6. During the time this MOU is in force and effect, the Association and each member of its bargaining unit covenant and agree that she/he/it will not authorize, engage or participate in any strike, work slowdown or any form of work stoppage including but not limited to absenteeism, observing picket lines or any other form of sympathy strike.

Section 3. Management Authorities.

7. The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the Police Department and its employees. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

Section 4. Negotiation Responsibility.

8. A. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in general orders or other 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.
9. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
10. B. If the Association does not respond within thirty (30) calendar days from the date of receipt of written notification of a proposed change as described in subsection A. hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
11. C. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes, within thirty (30) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

ARTICLE I - REPRESENTATION

12. D. If no agreement is reached, the matter shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7. Staffing matters, except for current safety practices pertaining to two-officer vehicles, shall be excluded from the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7.
13. E. Except as provided in subsection C. hereof, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration of this Memorandum.
14. F. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

Section 5. Grievance Procedure.

15. The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.
16. Grievances or disputes regarding the application or interpretation of this Agreement or relating to working conditions arising out of this Agreement, or relating to General Orders 3.08, 3.15, 11.01, 11.03, 11.05, 11.06 and 11.10, including the arbitrability thereof, shall be settled in conformity with the following procedure. Except, however, actions taken by the City that are necessary to ensure compliance with federal, state or local laws, ordinances or regulations, or that are mandated by the terms of a consent decree, shall not be grievable hereunder. After notice of such intended action by the City, the Association may however, offer in writing its view on compliance and possible alternative solutions, within ten (10) days to the Chief of Police who shall respond in writing to the Association within ten (10) business days. In addition, in the event the City acts on a matter it has reasonably determined to be mandated by or necessary to ensure compliance with a consent decree or with federal, state, or local laws, ordinances or regulations, that action shall not be grievable hereunder. In the event a grievance is filed relating to such actions, arbitrability shall be determined by a court of competent jurisdiction.

Step I

17. Where an employee initiates the grievance, the employee shall submit the grievance in writing to the employee's immediate supervisor within thirty (30) days of the facts or event giving rise to the grievance. The supervisor shall attempt to adjust the grievance at the time and render a written decision within seven (7) calendar days.

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Step II

18. If the grievance is not resolved in Step I, the grievant or the Association representative shall submit the grievance in writing to the commanding officer. The grievance must be filed with the commanding officer not later than seven (7) calendar days after receipt of the decision by the employee from the immediate supervisor, stating the reasons why the Step I answer was not satisfactory.
19. After review and discussion, the commanding officer shall notify the grievant(s) and the Association representative within seven (7) calendar days of receipt of the grievance, in writing, of the decision and the reasons.

Step III

20. If the grievance is not resolved in Step II, the Association representative shall submit the grievance to the Chief of Police within seven (7) calendar days after receipt of the commanding officer's decision stating the reasons why the Step II answer is not satisfactory.
21. The Chief will review the material submitted and shall hold a meeting on the grievance at the request of the Association representative on behalf of the grievant, unless the Chief is not empowered to act. The Chief shall respond in writing to the grievant, and the Association, within ten (10) working days.

Step IV

22. If the grievance is not resolved at Step III, the Association has the right to appeal the decision of the Chief of Police to arbitration. Prior to doing so and within seven (7) calendar days, the Association shall notify the Chief of Police and the Director, Employee Relations Division or his/her designee of the Association's decision to so appeal, and shall forward the relevant materials to the Director, Employee Relations. The Director, Employee Relations shall have twelve (12) calendar days after receipt of the written grievance to review and seek resolution of the grievance.
23. If the Director, Employee Relations is unable to resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the grievance may then be submitted only by the Association to arbitration.
24. The arbitrator shall be an impartial person selected by mutual consent of the parties. If the parties cannot agree on an arbitrator within seven (7) calendar days from the date of receipt of the Employee Relations Division's response, the parties shall select an arbitrator from a list of seven (7) names from the California State Mediation and Conciliation Service.
25. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

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26. Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section 8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.
27. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, the Administrative Code or the Federal Consent Decree.
28. The parties shall share the jointly-incurred costs of the arbitration proceedings. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.
29. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, only Steps III and IV shall be applicable prior to the determination to proceed to arbitration.

Expedited Arbitration

30. Notwithstanding the above provisions, the parties may by mutual agreement agree to submit a particular grievance to expedited arbitration. Expedited arbitration may include, by the agreement of the parties:
 1. time-limited argument;
 2. waiver of court reporter and/or transcript;
 3. closing arguments in lieu of briefs;
 4. bench decision by the arbitrator; and
 5. such other expedited procedures as the parties deem advisable for the case at hand.

Section 6. Association.

A. Payroll Deductions.

31. The Association shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this section represented by the Association, a statement of the membership dues for employees in each classification, and a list of employees in said classification who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make required membership dues payroll deductions for the Association as designated from the list submitted by the Association. The Association shall pay the reasonable costs of this service. Such costs shall be established by the Controller of the City and County of San Francisco.
32. Effective the first complete pay period commencing after the receipt of dues authorization deduction forms by the Controller and each pay period thereafter, the Controller shall make

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membership dues deductions, as appropriate, from the regular periodic payroll warrant of each POA member described above.

B. Maintenance of Membership.

33. Employees covered by this MOU who have voluntarily joined the Association, and have authorized payroll deduction of dues, initiation fees, premiums for insurance programs and political action fund contributions, shall, for the administrative convenience of the parties, be permitted to revoke authorization for the deduction of Association dues only during the month of May for any year. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. mail to the Controller, whose current address is 875 Stevenson Street, San Francisco, CA 94103. The City shall deliver a copy of any revocation notice to the Association not later than July 1.

C. Agency Shop.

34. 1. Application. The provisions of this section shall apply to all police officers of bargaining unit P-1.

35. 2. Implementation. An agency shop shall be implemented within representation units or subunits when:

a. Election

36. The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor implementation of an agency shop, or

b. 2/3 Membership

37. The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or

c. New Employees

38. The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

39. 3. Service Fee. All police officers of bargaining unit P-1 except as set forth below, shall, as a condition of continued employment, become and remain a member of the Association, or in lieu thereof, shall pay a service fee to the Association. The fair share service fee payment shall be established annually by the Association, provided that such fair share agency shop service fee will be used by the Association only for the purposes permitted by law. The Association shall give all non-member employees of affected bargaining units written notice of their obligation to either join or pay an agency shop fee as a condition of employment. After such notice and a time period agreed to by the parties, service fees from non-members

ARTICLE I - REPRESENTATION

shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this section shall be grounds for termination. The Association, at its option, may elect to waive its rights to demand termination and instead utilize judicial process to compel payment.

40. 4. Financial Reporting. Annually, the Association will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Association will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker, not chosen by the Association, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.
41. 5. Religious Exemption. Any employee covered by this provision who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to labor union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Association shall be informed in writing of any such requests.
42. 6. Payment of Sums Withheld. Nine (9) working days following payday, the City will promptly pay over to the Association, less the fee for making such deductions, all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying such service fees.
43. 7. Indemnification. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.
44. 8. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.

Section 7. Bulletin Boards and Distribution of Materials.

45. A reasonable amount of space on bulletin boards within police buildings shall be made available for the dissemination of Association literature. All literature shall be dated, shall be identified by affiliation and author, and shall be neatly displayed, and removed from said bulletin board when no longer timely. The Department agrees that Association literature shall not be removed from said bulletin boards without first consulting with the station, bureau, or unit representative of the Association to determine if the literature should remain for an additional period of time. The Department is authorized to remove any literature not posted within the specific limits of this section upon notifying the affected Association representative.
46. Distribution of Association literature by any Association member shall be done so as not to interfere with or interrupt the performance of official police duties.

ARTICLE II. EMPLOYMENT CONDITIONS

Section 1. Non-Discrimination.

47. The City and the Association agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, gender identity or sexual orientation, nor shall such a person be the subject of sexual or racial harassment. This paragraph shall not be construed to restrict or proscribe voluntary affirmative action efforts by the Department; nor shall any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with the purpose, goals, or requirements of a consent decree be restricted by the provisions of this paragraph.
48. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. Provided, however, the parties agree that an employee may elect only one administrative remedy, except as provided in paragraph 51. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
49. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the police department, the City does not represent individual police officers. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to POA members who are complainants in discrimination cases, as well as to POA members who may be accused of discriminatory conduct.
50. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.
51. An employee who elects an administrative remedy other than the grievance procedure contained in this MOU for discrimination proscribed herein, and whose complaint is not resolved within thirty (30) days, shall have the right to seek relief in accord with the grievance procedure. In such instances, the employee may initiate his/her grievance at Step III.
52. 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 5 of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of the Department or the Police Commission.

Section 2. Disabilities.

53. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans With Disabilities Act (“ADA”),

ARTICLE II - EMPLOYMENT CONDITIONS

the Fair Employment and Housing Act (“FEHA”) and all other applicable federal, state and local disability anti-discrimination statutes and further agree that this Memorandum will not be interpreted, administered or applied in any manner which is inconsistent with said statutes. The City reserves the right to take any action necessary to comply therewith.

Section 3. Personnel Files.

54. 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 maintained by the Personnel Division during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the employees’ master personnel files without the employees’ having acknowledged notice of the adverse comments on the face of the document prior to placement of the comments in the files. 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 originating from other sources directly related to their job performance may be placed in employees’ master personnel files.
55. Only persons authorized by the Commanding Officer of the Personnel Division may review an employee’s master personnel file.
56. This section regarding employee access and authorized review applies to materials contained in files of cases classified as improper conduct in the Management Control Division and EEO Unit after the Chief determines to proceed with disciplinary action. All other access to the files at the Management Control Division and EEO Unit must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction except as provided in subsection D. below regarding sealed reprimands except where access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.
57. Formal reprimands without further penalty will not be considered for purposes of promotion, transfer or special assignments after the formal reprimand has been in the employee’s personnel file for two (2) years or after the earlier of the two time periods listed below has elapsed:
 58. 1. not later than three (3) years from the date the complaint against the officer is filed, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under Public Safety Officers Procedural Bill of Rights Act (POBR); or
 59. 2. not later than two (2) years from the notice of the intent to reprimand, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under POBR
60. Formal reprimands with additional penalty more than five (5) years old will not be considered for purposes of promotion, transfer or special assignments.

ARTICLE II - EMPLOYMENT CONDITIONS

61. All officers shall have the right to review their master personnel file and identify all such documents. Upon concurrence of the Commanding Officer of Personnel that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the officer. The envelope will be placed in the officer's personnel file and will be opened only in the event that the officer is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

Section 4. Rights of Individual Employees.

62. An employee may not be disciplined or subjected to punitive action without written notice of the disciplinary action. The employee is entitled to receive a copy of the charges and material upon which the disciplinary action is based. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
63. The Employer agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The Employer is not precluded from imposing suspension and/or termination if the facts so indicate without first imposing lesser forms of punitive action. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
64. The Department shall not subject an employee to examination by the Police Physician without informing the employee of the underlying reasons for the examination. Employees are entitled to have a person of the same sex designated by the Chief of Police present during any examination by the Police Physician. An employee may seek an opinion of another physician of his/her choice and at his/her own expense and this supplemental report of such physician is to be submitted to the Police Physician. The Police Physician must consider the supplemental information in making his recommendation to the Chief. The employee is entitled to receive a copy of the recommendation of the Police Physician's final report. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician.

Section 5. Access to Records of Office of Citizen Complaints.

65. It is agreed that a complainant's Office of Citizen Complaints (OCC) complaint form shall be released to the complainant upon request.
66. Notwithstanding any other provision of this Memorandum of Understanding, in the event an OCC investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to said 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. Such access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.
67. Review and receipt of evidence shall be permitted only upon the execution by the requesting party and his or her representative of 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.

ARTICLE II - EMPLOYMENT CONDITIONS

68. 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 OCC 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. Such 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.
69. The OCC, 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 OCC for the complainant or the affected employee.
70. 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 Memorandum of Understanding.

Section 6. Physical Fitness Program.

71. The physical fitness program as set forth in General Order 11.10 and as outlined in the Physical Fitness Program Information Booklet (revised July, 1993) shall remain in effect, and shall be available to all employees covered under this MOU.

Section 7. Pregnancy, Maternity and Family Care Leaves.

A. Pregnancy Policy.

72. The medical opinion of the employee's attending physician as to the length of time the employee can perform full duty without danger due to pregnancy will be honored subject to Civil Service Commission Rules.
73. At the time the attending physician notifies the Department in writing requesting limited duty status for the pregnant employee, the employee will be released to limited duty consistent with Department policy.
74. Pregnant employees may wear their civilian clothing or, with the approval of the Department, a uniform modified for pregnancy. There is no official Department maternity wear.
75. Vacation and sick leave with pay may be taken by the pregnant officer at any time up to amount accumulated and consistent with Department and Civil Service Rules governing the use of such time.

ARTICLE II - EMPLOYMENT CONDITIONS

B. Maternity Policy.

76. Maternity leave is the right of every employee in accordance with Civil Service Commission Rules. Attached for informational purposes only as Appendix A is Civil Service Rule 220 (in part) dealing with leaves of absence (general requirements) and sick leave (sick leave - maternity).
77. The starting date for maternity leave is a decision of the employee and her doctor.
78. The return date from maternity is a decision of the employee and her doctor.
79. The employee has the right to include vacation time in maternity leave.
80. When an employee returns to work from her maternity leave, she will be reinstated to her original job (same location and shift) as assigned to her on the start date of her maternity leave.

C. Family Care Leave.

81. Family care leave shall be granted to employees in accordance with Civil Service Commission Rule 220.
82. An employee's return to work from family care leave shall be governed by the existing practices of the Department with respect to all other leaves of absence.

Section 8. Temporary Modified Duty Assignments.

83. Temporary modified duty assignments shall be administered in accordance with the revised General Order 11.12. The parties agree that, except for matters related to compensation while engaged in temporary modified duty assignments, decisions made pursuant to General Order 11.12 shall not be grievable under the parties' MOU.

For reference, General Order 11.12 is incorporated herein as Appendix B.

Section 9. Seniority List.

84. The Department shall establish a master seniority list comprised of all employees by Civil Service rank, which shall be maintained on a current basis, and which shall be posted each year from January 1 until December 31 in each district station, bureau and unit, in conspicuous places, and a copy thereof shall be delivered to the Secretary of the Association. Objections to the seniority list shall be reported to the Chief on or before January 15 of each year.
85. All objections shall be considered on their merits and appropriate actions shall be promptly taken.

ARTICLE II - EMPLOYMENT CONDITIONS

Section 10. Courtesy Parking System for Court Attendance.

86. The Department agrees to maintain the current courtesy parking system for employees while attending court as a result of a subpoena on behalf of or in defense of the City or the Department when attendance is in the Hall of Justice.

Section 11. District Station Parking.

87. The City will make a reasonable effort to provide adequate parking to employees at the district stations.

Section 12. Employee Training Reimbursement Program.

88. Employees covered by this MOU shall have access to the Employee Tuition Reimbursement Program provided under POA Units P-1 and P-2A MOU.
89. Subject to available monies, an employee may submit a request for tuition reimbursement up to five-hundred dollars (\$500) during each fiscal year.

Section 13. Medal of Valor Awards Ceremony.

90. The City acknowledges the authority of the Police Commission to honor bargaining unit members with formal awards for outstanding service, above and beyond the call of duty. Such awards shall include, but are not limited to, Medals of Valor, Meritorious Conduct and Police Commission Commendations. Such awards shall be presented at an awards ceremony. The cost of each ceremony shall not exceed \$3,000 and the cost per Fiscal Year shall not exceed \$6,000.

Section 14. Recruitment.

91. An officer who refers a new applicant to the department shall receive a referral bonus of \$1,000 (\$500 upon that candidate's successful completion of the Police Academy and an additional \$500 upon that candidate's successful completion of field training). To qualify, the referring officer must verify that he/she has made at least three contacts with the applicant prior to the start date of the Academy. Officers assigned to recruitment on a full or part-time basis will not be eligible for the referral bonus. For purposes of this provision, a "new applicant" is an individual who has not previously applied to be a Cadet or a Police Officer in San Francisco.
92. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

Section 15. Substance Abuse Testing.

93. It is the policy of the City and County of San Francisco to maintain a safe, healthful and productive work environment for all employees. To that end, the City will act to eliminate any substance abuse. Substance abuse may include abuse of alcohol, illegal drugs, prescription drugs or any other

ARTICLE II - EMPLOYMENT CONDITIONS

substance which could impair an employee's ability to safely and effectively perform the functions of the particular job.

94. This provision will be administered consistent with any General Orders regarding substance abuse. Nothing in this provision is intended to make discipline related to substance abuse subject to the grievance procedure.

A. Mandatory Testing

95. Mandatory physical examinations for sworn employees shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. Analysis and screening for drugs and alcohol is required for sworn employees in the following circumstances:

1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.
2. For employees being promoted to a higher rank, prior to the effective date of promotion.
3. Prior to return from:
 - a.) medical leaves of absence in excess of thirty (30) calendar days, and
 - b.) unpaid leaves of absence in excess of ninety (90) calendar days.
4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening.

B. Reasonable Suspicion

96. Reasonable suspicion as used within this section is defined as a belief based on objective and articulable facts sufficient to lead a reasonable supervisor to suspect that an employee is under the influence of drugs or alcohol, such that the employee's ability to perform the functions of the job safely and effectively is impaired or reduced.

97. Reasonable suspicion as used within this section is defined as a belief based on objective and articulable facts sufficient to lead a reasonable supervisor to suspect that an employee is under the influence of drugs or alcohol, such that the employee's ability to perform the functions of the job

ARTICLE II - EMPLOYMENT CONDITIONS

safely and effectively is impaired or reduced.

1. Examples of situations in which there may be reasonable suspicion include but are not limited to:
 - a. A pattern of documented abnormal or erratic behavior;
 - b. The direct observation of drug or alcohol use; or a report by a reliable and credible source that an employee has engaged in drug or alcohol use, the identity of which source shall be available to the employee and the Union;
 - c. The presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, etc.); or
 - d. A work-related incident in conjunction with other facts which together support reasonable cause.

C. Employee Responsibilities

98. An employee must not:

1. report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
2. possess or use, or have the odor of alcohol or drugs on his/her breath during working hours; or
3. directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee is on duty or on paid stand-by.

99. An employee must:

1. submit immediately to requests for alcohol and/or drugs analysis when requested by an authorized representative of the department director, or designee, and may request union representation;
2. notify his/her supervisor before operating City equipment when taking any medications or drugs, prescription or non-prescription, which may create an unsafe or dangerous situation for the public or the employee's co-workers, including but not limited to Valium, muscle relaxants, and painkillers; and
3. provide, within 24 hours of request, a current valid prescription in the employee's name for any drug or medication identified when a drug screen/analysis is positive.

ARTICLE II - EMPLOYMENT CONDITIONS

100. D. Management Responsibilities and Guidelines

1. Managers and supervisors are responsible for consistent enforcement of this provision.
2. The Department may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.
3. Managers and supervisors shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.
4. Managers and supervisors shall not physically search employees without consent or a valid warrant.
5. Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.
6. One of the supervisory employees who made the reasonable suspicion determination shall inform the employee of the requirement that he/she undergo testing in a confidential manner.

Section 16. Severance Pay

101. 1. The City agrees that when involuntarily removing or releasing from employment a represented, exempt employee, the Appointing Officer will endeavor to inform the employee at least thirty (30) calendar days before his/her final day of work. Where the Appointing Officer fails or declines to inform the employee a full thirty (30) days in advance, the member shall receive pay in lieu of the number of days less than thirty (30) upon which she/he was informed.
102. 2. In addition to paragraph (1), the City agrees that when involuntarily removing or releasing from employment a represented, exempt employee with ten (10) or more years of City Service, the employee shall also receive one month's severance pay in exchange for a release signed by the employee and POA of any and all claims arising under this Agreement that the employee or POA may have against the City including any officer or employee thereof. This release shall also include a waiver of any rights the employee may have to return to City employment, e.g., holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.
103. 3. In the event a represented, exempt employee is involuntarily returned to a permanent job code (rank), that employee may elect to separate from City Service and shall receive one month's severance pay in exchange for a release signed by the employee and POA of any and all claims arising under this Agreement that the employee or POA may have against the City including any officer or employee thereof. This release shall also include a waiver of

ARTICLE II - EMPLOYMENT CONDITIONS

any rights the employee may have to return to City employment e.g. holdover roster. This release does not affect claims or rights an employee may have independent of this Agreement such as those rights arising under state or federal law.

ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

104. Employees shall receive the following base wage increases:

| | |
|---------------------|------------------------|
| July 1, 2007 - 3% | December 29, 2007 - 5% |
| July 1, 2008 - 4% | December 27, 2008 - 3% |
| July 1, 2010 - 2% | |
| March 31, 2012 - 2% | |

105. The parties acknowledge that covered employees previously deferred to January 8, 2011 a 2% wage increase that was originally scheduled to be effective on July 1, 2009.

106. In the event that a City Charter amendment (other than an amendment adopted in the June 2010 election) or State ballot measure or State legislation is implemented by the City during any economic concession period set forth in paragraph 107, resulting in any reduction in represented employee wages or fringe benefits, the economic concessions described in paragraphs 104 and 129, shall terminate at the close of business on the last day of the economic concession period during which the Charter amendment, State ballot measure or State legislation is implemented, and no subsequent economic concessions shall become effective during the term of this Agreement. The parties will thereafter meet and confer in good faith regarding the impact of any such Charter amendment, State ballot measure or State legislation, pursuant to Government Code section 3505 and Charter section A8.590 et seq.

107. Economic Concession periods are as follows:

- (1) July 1, 2010 to December 24, 2010.
- (2) December 25, 2010 to June 30, 2011.
- (3) July 1, 2011 to December 23, 2011.
- (4) December 24, 2011 to June 30, 2012.

108. In the event that the City's FY 2011-2012 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-2012 to be less than \$261 million dollars, then the parties shall reopen the contract to determine whether the economic concession for FY 2011-12 should be adjusted and, if so, by what amount.

109. Effective July 1, 2011, employees shall receive a base wage increase in an amount equal to 100% of the difference between the average total amount of all survey data points and the comparable total amount for San Francisco Police Officers. However, this base wage increase shall be no lower than 3% and no higher than 5%.

ARTICLE III - PAY, HOURS AND BENEFITS

110. A survey shall be conducted by the City of the following cities: Berkeley, Concord, Daly City, Fairfield, Fremont, Hayward, Oakland, Richmond, San Jose, Santa Clara and Santa Rosa.
111. The salary survey shall measure total compensation for the rank of Q2 Police Officer based on the following data points:
- Maximum monthly salary for the rank of Q2 Police Officer;
 - Maximum educational incentive premiums (e.g., Adv. POST);
 - Employer payment of mandatory employee retirement contributions and retirement supplements;
 - Uniform Pay
112. The salary survey shall be completed no later than May 15, 2011 for the base wage adjustment effective on July 1, 2011. The rates reported for the cities listed above shall be those known and officially authorized for payment as of May 15, 2011 for July 1, 2011. If rates are not known and authorized by May 15, 2011 for July 1, 2011, the rates reported shall be those in effect on May 15, 2011. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.
113. For memoranda of understanding or other authorizing salary instruments that provide for CPI adjustments, the minimum adjustment, if provided, shall be utilized as the rate effective on the date of the market wage adjustment. If no minimum adjustment is provided, the rates used shall be those in effect when the survey is conducted.
114. The parties shall consult regarding the survey results. Any disputes regarding the results of the survey or its methodology shall be submitted to Expedited Arbitration under the Grievance Procedure.
115. The surveyed data shall be reported by each city and for each category, and as an average. The difference between the average total amount of all survey data points and the total amount for San Francisco Police Officers for the identical data points shall be calculated as a percentage and the difference, if any, shall be the basis for the base wage adjustment.
116. The parties acknowledge and understand that the wage-setting process set forth herein was reached by mutual agreement and is intended to determine wages only during the term of this Agreement. The parties further acknowledge and understand that this wage setting process shall sunset upon expiration of this Agreement and that the terms and conditions of employment contained in successor MOUs, including wages, shall be determined pursuant to Charter Section A8.590, *et. seq.*

Section 2. Overtime and Compensatory Time-Off.

ARTICLE III - PAY, HOURS AND BENEFITS

A. Overtime

117. The parties acknowledge that deputy chiefs and commanders are exempt from the application of the FLSA as permitted by 29 USC Section 213.
118. Employees covered by this MOU are frequently required to work in excess of forty (40) hours per week to perform the job duties of their positions. In recognition of this work requirement, on July 1, 2007, employees will receive a four percent (4%) wage increase in lieu of earning overtime or compensatory time off. This provision shall not preclude employees from earning compensation as defined in Section 10B of the Administrative Code.
119. Employees shall not be eligible for 10B assignments during hours on SP, VA, FH, In-Lieu, or DP.

B. Compensatory Time-Off

120. 1. Deputy chiefs and commanders with existing compensatory time off balances in excess of 480 hours as of June 30, 2003 may continue to carry such balances provided that such balances may not exceed 1500 hours as of June 30, 2005, and 1300 hours as of June 30, 2007. For those occupying these ranks, compensatory time-off balances in excess of these amounts on the dates set forth shall be forfeited.
121. 2. The City has the right to pay-off accrued compensatory time off above 480 hours at its discretion, so long as such a pay off is uniform. Employees that involuntarily revert to a lower rank and do not elect severance pay as provided herein shall, at their request, have up to their entire compensatory time off bank paid out at the higher rank.

Section 3. Holidays.

122. A. Employees are entitled to the following holidays each year with pay:

| | |
|------------------------------------|---|
| New Year's Day | Fourth of July |
| Martin Luther King, Jr.'s Birthday | Labor Day |
| Columbus Day | Thanksgiving Day |
| Veteran's Day | The Day after Thanksgiving |
| Presidents' Day | Christmas Day |
| Memorial Day | Four (4) Floating Holidays each fiscal year |

123. In lieu of wage increases for Fiscal Year 2012-2013, officers shall receive four (4) additional (one-time) Floating Holidays on July 1, 2012 and four (4) additional (one-time) Floating Holidays close of business on June 30, 2013. Notwithstanding paragraph 120 below, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in FY 2012-13, FY 2013-14 and FY 2014-15.

ARTICLE III - PAY, HOURS AND BENEFITS

124. In addition, included shall be 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.
125. The above floating holidays are to be taken on days selected by the employee subject to the approval of the Department which shall not be unreasonably withheld. No compensation of any kind shall be earned or granted for floating holidays 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.
126. B. Employees working a 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. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.
127. C. If the provisions of this section deprive any employee of the same number of holidays that an employee receives who works Monday through Friday, he/she 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 supervisor with the approval of the appointing officer. 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.
128. D. This section shall not modify existing holiday compensation practice.
129. E. Mandatory Unpaid Floating Holidays
- a. Officers shall each receive six (6) mandatory floating holidays to be used in Fiscal Year 2010-2011 or thereafter; thus, officers shall contribute the value of six such floating holidays for Fiscal Year 2010-2011. The reduction in pay associated with these unpaid days will be "smoothed" over the course of the fiscal year. Six (6) unpaid days equates to a wage reduction of 2.31%.
 - b. Officers shall each receive four (4) mandatory floating holidays to be used in Fiscal Year 2011-2012 or thereafter; thus, officers shall contribute the value of four such floating holidays for Fiscal Year 2011-2012. The reduction in pay associated with these unpaid days will be "smoothed" over the course of the fiscal year. Four (4) unpaid days equates to a wage reduction of 1.54%.
 - c. All mandatory unpaid floating holidays for Fiscal Year 2010-2011 and Fiscal Year 2011-2012 must be used prior to any use of vacation time; provided, however, that this limitation (i.e. use of such floating holidays before vacation) will not apply to employees

ARTICLE III - PAY, HOURS AND BENEFITS

at the point at which they would otherwise cease to accrue vacation because they will reach the accrual maximums.

ARTICLE III - PAY, HOURS AND BENEFITS

Section 4. Special Pays.

130. Special pay shall be provided to employees as follows:

A. Retention Pay

131. Employees who have completed twenty-three (23) years or more of service as a sworn member of the Department or Airport Bureau shall receive 2% retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who have completed twenty-three (23) years or more of sworn service covered by this Agreement.

132. Eligible employees who have completed thirty (30) years or more of service as a sworn member of the Department or Airport Bureau shall receive an additional 4% (6% total) retention pay for each pay period during which they are eligible. Eligibility is subject to the following conditions and limitations:

1. employees must have worked and continue to work (regular paycode 'WK') not less than seventeen-hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period; and
2. employees that have been issued a suspension of thirty (30) or more days during the preceding twelve (12) months shall not be eligible.

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

134. Use of mandatory unpaid floating holidays under paragraph 129, will count as "time worked" for determining eligibility for retention pay under paragraph 126 (1).

B. Pyramiding

135. There shall be no pyramiding of premiums in this section.

C. Wage Adjustment

136. Effective July 1, 2007, a one-time adjustment of one percent (1%) shall be included in the base rate of pay, reflecting the provisions of Article III, Section 4(J) of the 2003-2007 MOU.

ARTICLE III - PAY, HOURS AND BENEFITS

Section 5. Acting Assignment Pay (Like Pay for Like Work).

137. Eligibility for acting assignment pay will be determined as follows:
138. A. Employees assigned by the Chief of Police or designee to perform the full range of essential functions of a position in a higher jobcode (rank) shall receive the compensation of the higher jobcode.
139. B. An employee entitled to receive acting assignment pay compensation must complete a "Compensation Request/Equal Pay" (SFPD 319) card for the hours actually worked and submit the card to Payroll by the end of the pay period.
140. C. The completed card must include the name and rank of the person replaced, if any, the beginning and ending dates and times of the acting assignment pay status and the actual dates circled on the back of the card- or in accordance with any automated or alternative procedures established by the Police Department.
141. D. Upon designation by the Chief of the Department that an assignment shall be for longer than thirty (30) calendar days, the employee performing the duties of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave).
142. All of the above conditions must be met before acting assignment compensation can be approved. In the normal absence of a superior officer, the senior ranking officer on duty will be in charge, but will not be expected to perform the duties of the higher rank.

Section 6. Uniform and Clothing Allowance.

143. Employees shall receive, as part of their regular rate of pay, eight-hundred and twenty dollars (\$820.00) per year as an annual uniform allowance. In exchange for this additional compensation, employees shall be responsible for the maintenance, care and replacement of the following standard uniform items: shirts, pants, shoes, jumpsuits, BDUs and regular raingear.
144. Newly hired recruit officers shall not be entitled to the annual uniform allowance for the first year of service. Such recruit officers shall continue to be supplied with an initial set of uniforms.
145. Other safety equipment and uniform items, including specialized raingear and boots worn by the Mounted Unit, Solo Motorcycles and Park and Beach Unit, shall continue to be issued by the Department. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department. The specifications for uniform items to be purchased by employees follows as Appendix D.
146. Also in exchange for the annual uniform allowance, employees shall assume all costs of maintenance, repair and damage to the standard uniform items, including damage or repair to normal business attire worn by inspectors and other non-uniformed sworn employees. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of

ARTICLE III - PAY, HOURS AND BENEFITS

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.

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

Section 7. Health and Dental Coverage.

A. Employee Health Coverage.

148. The City shall contribute annually for employee health benefits, the contribution required under the Charter.

149. In addition, except as otherwise provided in this section, the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).

150. Fiscal Year 2011-12 and Thereafter

It is understood that the City and the Public Employees Committee of the San Francisco Labor Council (PEC) have agreed to establish a labor-management committee to begin meeting no later than October 1, 2010, concluding before December 31, 2010, to identify changes to MOU-negotiated premium payments that would be anticipated to yield approximately \$3 million in savings annually in the City's employee health care cost, beginning Fiscal Year 2011-12.

151. Should the committee not reach mutual agreement on another option, the following goes into effect: for Fiscal Year 2011-12 and thereafter, for all employees enrolled in the City Plan in the medically single/Employee-Only category, the City's contribution will be capped at an amount equivalent to the cost of the second-highest cost plan for medically single/Employee-Only enrollees. Employees who elect to enroll in the City Plan in this category must pay the difference between the capped amount of the City Plan described above and the cost of City Plan coverage in the medically single/Employee-Only category.

152. If no mutual agreement on another option is reached as described in paragraph 151, and if an employee's work location reasonably requires him or her to reside in a county in which there is no City HMO available, then the City shall pay for medically single/Employee-Only coverage under the City Plan.

B. Dependent Health Coverage.

153. The City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

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154. C. The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purposes of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.
- D. Dental Coverage.
155. The City shall continue to provide dental benefits at the existing level.
156. E. Employees shall be permitted to choose which available City plan they wish to participate in.
157. F. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.
- G. Hepatitis B Vaccine.
158. The City shall provide, at its cost, Hepatitis B vaccine immunization for employees whose health plans do not provide the benefit.
- H. Annual Tuberculosis Screening.
159. The City will provide, at its cost, annual tuberculosis screening for employees.
- I. Employee Assistance Program.
160. The City shall continue to provide the existing or equivalent employee assistance benefits presently provided by United Behavioral Health.

Section 8. Retirement.

- A. Mandatory Employee Retirement Contribution.
161. For the duration of this Agreement, employees shall pay their own retirement contributions. Tier 1 employees will contribute an amount equal to 7% of covered gross salary; Tier 2 employees and Harbor Police Officers will contribute an amount equal to 7.5% of covered gross salary. The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.
162. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 *et seq.*
163. B. Employees with twenty (20) years' service who leave the Department, but who retain their

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membership in the retirement system, shall be deemed to be retired for purposes of Penal Code Section 12027.

164. C. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule changes, however, shall not be subject to the grievance and arbitration provisions of current Memorandum of Understanding or the impasse procedures of Charter Section A8.590-1, et. seq.

D. Pre-Retirement Planning Seminar and Retirement Ceremony.

165. The City shall continue to offer pre-retirement seminars and retirement ceremonies for bargaining unit members. These functions shall be administered by the Police Academy in consultation with the Police Officers Association. Bargaining unit members shall be offered the opportunity to attend the seminar in order of the number of years of service credit they have earned towards retirement. A preference shall be given to those members who have filed for retirement with the Retirement System. The City's cost for such services shall not exceed \$15,000 per fiscal year.

166. Effective July 1, 2010, for Tier I employees who retire prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the economic concessions described in paragraphs 104 and 129, said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no economic concessions for Fiscal Years 2010-2011 and 2011-2012.

167. Effective July 1, 2010, for Tier II employees who retire prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the pensionable economic concessions described in paragraphs 104 and 129 for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable economic concessions for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only pensionable economic concessions deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.

168. For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (non-deferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.

Section 9. Wellness Programs.

A. Wellness Program.

169. The City shall continue to provide a wellness program as follows:

ARTICLE III - PAY, HOURS AND BENEFITS

170. 1. Employees 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.
171. 2. Once an employee has established their core bank of sick leave hours (as provided in (a) above) they shall be entitled to an annual conversion of sick leave hours for cash out payment under the above conditions. If an employee 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 an employee 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.
172. 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.
173. 4. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.
174. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

B. Pilot "wellness incentive program" to promote workforce attendance:

175. A full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits 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.
176. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits 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 credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.
177. 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 = 2.5% for each year of service x 20 years of service = 50%

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50% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

178. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.
179. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits or retirement contributions.
180. The beneficiaries of employees who are killed in the line of duty, whose names are engraved on the Memorial Wall of the SFPD Hall of Justice, shall receive payments provided by the wellness incentive program.
181. The Pilot "wellness incentive program" to promote workforce attendance shall be in effect for the term of this Agreement.

Section 10. Paid Sick Leave Ordinance. .

182. San Francisco Administrative Code, Chapter 12W Paid Sick Leave Ordinance is expressly waived in its entirety with respect to employees covered by this Agreement.

ARTICLE IV. SCOPE

Section 1. Severability.

183. Should any provision of this Memorandum or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 2. Duration.

184. This Agreement shall be effective upon ratification and shall be effective from July 1, 2007 through June 30, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this

_____ day of _____, 2010.

FOR THE CITY

FOR THE ASSOCIATION

Micki Callahan Date
Director, Human Resources Department

Gary Delagnes Date
President, Police Officers' Association

Martin R. Gran Date
Employee Relations Director

APPROVED AS TO FORM:
Dennis Herrera, City Attorney

Elizabeth Salveson Date
Chief Labor Attorney