

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNITS P-1 AND P-2A

July 1, 2007 - June 30, 2012

**Per Amendment #1**

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## DEFINITIONS

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 units and classifications:

#### P-1 Police Rank and File

Q-2 Police Officer  
Q-3 Police Officer II  
Q-4 Police Officer III  
Q-35 Assistant Inspector  
Q-36 Assistant Inspector II  
Q-37 Assistant Inspector III  
Q-50 Sergeant  
Q-51 Sergeant II  
Q-52 Sergeant III  
0380 Inspector  
0381 Inspector II  
0382 Inspector III  
9350 Harbor Police Officer

#### P-2A Police Supervisory

Q-60 Lieutenant  
Q-61 Lieutenant II  
Q-62 Lieutenant III  
Q-80 Captain  
Q-81 Captain II  
Q-82 Captain 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 Q-2, Q-35, Q-50 and 0380, Q-60 and 0460, Q-80, 0488 and/or 0400, within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

## **ARTICLE I - REPRESENTATION**

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 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.

## **ARTICLE I - REPRESENTATION**

### **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.
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

## **ARTICLE I - REPRESENTATION**

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.

### 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



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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.
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.

## ARTICLE I - REPRESENTATION

### A. 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. Release Time for POA Representatives.

31. An employee may designate another employee below the rank of Commander to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.
32. A reasonable number of Association representatives may participate with management in mutually scheduled employer-employee relations meetings on their regularly scheduled duty time without loss of pay or benefits. One Association representative other than the President may be released from duty as necessary to attend public meetings of the Police Commission. This representative shall not appear before the Commission in uniform. This release from duty is subject to the operational needs of the department.
33. The City agrees to provide the POA President with eighty (80) hours of release time each pay period. Sixty (60) of these release time hours each pay period will be on City time. The POA will reimburse the Department for the remaining twenty (20) hours each pay period.
34. The POA agrees that the start of the term of office for a newly-elected POA President will coincide with the start of a City pay period. The President's pay rate shall include POST pay and any retention pay for which he/she is eligible. The President shall not be eligible for other pay premiums, other special pays, overtime assignments, or "10B" assignments during the period of release time. The POA President will be considered to be on a standard five (5) day workweek during such release time.
35. While on release time, the President will utilize accrued leave, as appropriate, for any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.
36. During the sixty (60) hours each pay period of City-paid release time, the POA President shall engage only in the following activities:

## **ARTICLE I - REPRESENTATION**

37. 1. preparing for and participating in meet and confer or consultation with representatives of the City or Police Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and
38. 2. investigating or processing grievances or appeals.
39. The POA President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The POA President shall provide documentation to the Chief certifying that during each pay period, the POA President used the sixty (60) hours of City-paid release time only for authorized purposes. The POA President shall provide this certification at the conclusion of each pay period.
40. The POA agrees to reimburse the City for the balance of the release time, which is twenty (20) hours of release time each pay period. The amount reimbursed to the City shall be 1.35 times the base hourly rate of pay for the permanent rank held by the POA President. The POA shall submit the required payment to the Police Department within 11 days after the close of each pay period.
41. It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the POA, the President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and any applicable departmental Statement of Incompatible Activities. The President will sign a statement to that effect at the commencement of the initial period of release time.
42. As a precondition to providing this release time, the POA agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the President during any period of release time. This agreement will be executed prior to the start of the release time.
43. The parties acknowledge that qualified POA officials utilizing unpaid union leave may be entitled to receive service credit consistent with Charter Section A8.519.

### Section 7. Association.

#### A. Payroll Deductions

44. 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

## ARTICLE I - REPRESENTATION

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.

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

### B. Maintenance of Membership

46. 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

47. 1. Application. The provisions of this section shall apply to all police officers of bargaining unit P-1.
48. 2. Implementation. An agency shop shall be implemented within representation units or subunits when:
- a. Election
49. 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
50. 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
51. 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.
52. 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

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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 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.

53. 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.
54. 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.
55. 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.
56. 7. Indemnification. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.
57. 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 8. Bulletin Boards and Distribution of Materials.

58. 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

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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.

59. 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.

60. 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.
61. 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 64. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
62. 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.
63. 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.
64. 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.
65. 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.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

### **Section 2. Disabilities.**

66. 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”), 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.**

67. 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.
68. Only persons authorized by the Commanding Officer of the Personnel Division may review an employee’s master personnel file.
69. 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.
70. 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 have elapsed:
71. 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
72. 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



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periods under POBR.

- 73. Formal reprimands with additional penalty more than five (5) years old will not be considered for purposes of promotion, transfer or special assignments.
- 74. 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.

- 75. 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.
- 76. 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.
- 77. 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.

- 78. It is agreed that a complainant's Office of Citizen Complaints (OCC) complaint form shall be released to the complainant upon request.
- 79. 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

## ARTICLE II - EMPLOYMENT CONDITIONS

access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.

80. 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.
81. 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.
82. 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.
83. 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.

84. 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

85. 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.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

- 86. 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.
- 87. 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.
- 88. 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.

### **B. Maternity Policy**

- 89. 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).
- 90. The starting date for maternity leave is a decision of the employee and her doctor.
- 91. The return date from maternity is a decision of the employee and her doctor.
- 92. The employee has the right to include vacation time in maternity leave.
- 93. 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**

- 94. Family care leave shall be granted to employees in accordance with Civil Service Commission Rule 220.
- 95. 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.**

- 96. 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.

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### **Section 9. Seniority List.**

97. 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.
98. Traffic Company Seniority. Notwithstanding the preceding paragraph, seniority within the Traffic Company shall first be based upon the date of assignment to the Traffic Company. Should officers be assigned on the same date, their seniority on the Department's DGO 11.06 list will be determinative. Unit seniority will be utilized for the term of this MOU only.
99. All objections shall be considered on their merits and appropriate actions shall be promptly taken.

### **Section 10. Trading Privileges.**

100. An employee may trade his or her tour of duty with another employee of the same rank within his/her unit with the approval of his/her Commanding Officer, provided said trade results in no net increase in cost to the City and further provided that employees shall not exceed one trade for every two pay periods. Such trades shall be paid back within 90 days.

### **Section 11. Watch Sign-Up.**

101. A. Employees assigned to a station or unit shall be assigned to watches according to a semi annual seniority sign-up.  
B. Rules of the Sign-Ups.
102. Each unit/station will conduct two (2) seniority sign-ups per year as follows:
103. 1. Commanding Officers will determine the size of each watch in advance of the sign-up.
104. 2. Employees will sign up for their choice of watch in order of seniority.
105. 3. The results of the Sign-Up will take effect on the first day of the first pay period in the months of March and September of each year of this MOU.
106. 4. The Sign-Up period will commence thirty (30) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

107. 5. The Sign-Up period will close no sooner than seven (7) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

108. 6. Each unit/station will publish and post the final results of the Sign-Up no later than five (5) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

### **C. Transfers Between Stations.**

109. If an employee is transferred from one station to another by Department action, the employee's current watch choice continues until the next station sign-up.

110. If an employee transfers to another station at his/her own request, he/she forfeits his/her right to a particular watch, and may have to wait for the next station sign-up. If more than one employee transfers to the same station, seniority shall apply to watch assignments for the interim period.

### **D. Applicability of the Watch Sign-Ups.**

111. 1. The seniority watch sign-up policy will apply to assignments to watches as determined by the Commanding Officer's analysis of deployment needs and to the Community/Neighborhood Policing Program.

112. 2. Employees who are reassigned to another watch as a result of the semiannual seniority watch sign-up shall be entitled to their original vacation selection based on prior sign-up.

113. E. The District Station Commanding Officer shall have the authority to assign up to seven (7) individual employees without regard to seniority at each station including the Airport Bureau, for purposes of filling specialized and staff positions (i.e., permit investigation officer, plain-clothes cars, special duty or community relations officer) but not limited to them, when it is necessary to have an individual assigned to a special unit which requires experience or other articulable qualifications possessed by the employee to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.

114. F. The District Commanding Officer may assign employees with the lowest qualifying seniority to another watch for the following reasons:

115. 1. Agreement of officer after conducting a canvass of employees of the station or unit.

116. 2. Need for non-probationary officers to work with probationary officers in order to field the platoon.

117. 3. Employees who have a special need may be reassigned to another watch during the year

## **ARTICLE II - EMPLOYMENT CONDITIONS**

based on need or unforeseen conditions which occurred after the semiannual watch sign-up.

### **G. Solo Motorcycle Officers.**

118. The following shall apply to Solo Motorcycle Officers in the ranks of "Police Officer."

119. 1. There shall be one Department-wide transfer list for Co. K Solos and the Airport Bureau Solos.

120. 2. For purpose of the bi-annual seniority sign-up, Solo Motorcycle Officers in Co. K and at the Airport Bureau will be treated as one unit.

121. 3. The Airport Bureau Solo Motorcycle Officers shall have a unit seniority date of January 1, 2001 for the purposes, only, of the bi-annual seniority sign-up. These Officers shall have this unit seniority date for watch-sign purposes so long as they remain at the Airport Bureau.

122. 4. In the event two Solo Motorcycle Officers from either Co. K or the Airport Bureau share the same unit seniority date, their departmental seniority date will be the tiebreaker for seniority sign-up purposes.

123. 5. During each bi-annual seniority sign-up, Co. K will post its bid positions; then Airport Bureau will post its bid positions. Solo Motorcycle Officers, from either unit, may then sign-up for open positions in either unit on the basis of their unit seniority.

124. 6. No employee of the Co. K Solo Motorcycle Unit or the Airport Bureau Solo Motorcycle Unit assigned to such unit prior to January 1, 2001, will be displaced from their unit as a result of the bi-annual seniority sign-up.

125. 7. Consistent with past practice, any Solo Motorcycle Officers assigned in the future to either Co. K or the Airport Bureau will commence their unit seniority on the first day of their assignment. Unit seniority will be utilized for the term of this MOU only.

126. 8. Any future Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-1 list. Any officer filling a vacancy from the P-1 list shall remain in that assignment until the next bi-annual seniority sign-up. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.

127. H. Watch sign-ups are not final until five (5) calendar days prior to adoption.

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### **Section 12. Vacation Sign-Up.**

128. When using discretionary time-off, employees shall use accrued EH (Equivalent Holiday), FH (Floating Holiday), and/or PE (Physical Fitness Time) prior to using accrued VA (Vacation) and/or OU (Overtime Use). Employees who have reached maximum vacation time accrual limits are exempted from the application of this section.
129. Employees at each station or unit shall, by watch, sign up by seniority for vacation on an annual basis prior to the first full pay period in March of each year but in all cases after the first watch sign-up in any calendar year. After the date of this vacation sign-up, no employee's scheduled vacation may be displaced by a subsequent request by a more senior employee. An appropriate and sufficient number of vacation slots shall be made available so that all employees on a given watch may exercise their vacation rights.
130. Additionally, time shall be provided on such vacation sign-up to allow employees, by reverse seniority, to sign up for one week of compensatory time-off.
131. If an employee is transferred from one station or unit to another by Department action, his or her vacation choice shall continue. If an employee transfers to another station or unit by his or her request, the employee's choice of vacation may be forfeited based on staffing needs at the new assignment.

### **Section 13. Filling Vacancies.**

132. When a vacancy occurs in a promotional rank, an eligible list exists for that rank, a position exists in the budget for the promotion and an appointment is made, the promotional appointment shall be made immediately on a permanent basis. Upon request, the City will provide the POA with the number of all available, authorized, budgeted positions for each promotive rank (i.e., sergeant, lieutenant, and captain) covered by this Agreement.

### **Section 14. Non-Emergency Special Event Assignments.**

133. This Department is frequently called upon to provide police services for one-time special events such as, but not limited to, parades, marathons, community festivals, and bicycle races. These events take place on City streets and usually require large numbers of police officers.
134. In order to minimize the impact on the Department's ability to provide police services at the district stations, it is necessary to utilize off-duty personnel to augment the normal complement of officers assigned for duty on the day of the event.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

135. The Department shall determine the number of officers that are needed to police the special event and utilize the following:
136. 1. On-duty personnel working their regular watch who can be spared from normal police duties within the district.
137. 2. Officers Working EWW. This group will include officers working beyond their normal tour of duty and officers working their normal watch off.
138. An employee's regular watch shall not be changed more than three (3) hours to avoid the payment of overtime in the policing of an event of this sort except that management may adjust regular watches up to seven (7) hours for July 4<sup>th</sup>, October 31<sup>st</sup>, and December 31<sup>st</sup> without incurring overtime costs.
139. Specialized units in the Department (Tactical, Solos, Hondas, etc.) are an exception to this policy in that the very nature of their assignment requires flexible scheduling. EWW will be used for these units only if policing the event requires additional manpower beyond their normal operating complement.
140. Employees who are called in to work during their normal watch off pursuant to this Section shall be granted a minimum of four (4) hours' pay (or compensatory time-off pursuant to Article III., Section 2 of this Agreement) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. The Department will make every reasonable effort to call-in only those employees whose service is necessary for the special event, and shall release employees when their service is no longer reasonably required.
141. Before preparing any operations order, District Station Commanding Officers shall confer with the Chief's designee as to whether or not this Special Order covers a specific event scheduled to occur within their district.

### **Section 15. Meals and Breaks During Demonstrations.**

142. The Department shall provide meals or a reasonable meal break time for employees assigned to special events where active duty thereat continues for more than four (4) consecutive hours. If the Department fails to or is unable to provide such meals, the Association may do so and will be reimbursed for the reasonable cost thereof on such occasions by the Department. This provision is subject to the development of procedures by the Department for the reimbursement for the cost of meals provided by the Association.
143. The Department shall assure that employees have reasonable access to restroom facilities during special events where active duty thereat continues for more than four (4) consecutive hours.



## ***ARTICLE II - EMPLOYMENT CONDITIONS***

### **Section 16. Courtesy Parking System for Court Attendance.**

144. 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 17. District Station Parking.**

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

### **Section 18. Code Book.**

146. The Department shall make available to all units at least two (2) complete sets of Code Books and Department Orders which shall include, but not be limited to, the following: Penal Code, Police Code, Vehicle Code, Park Code, Health Code, Fire Code, Training Bulletins, Information Bulletins, Special Orders, General Orders. Of the two (2) complete sets, one (1) set shall be kept in the station equipment room which is accessible to the station keeper or his/her designee and made available to all employees.

### **Section 19. Employee Training Reimbursement Program.**

147. The City will contribute five thousand dollars (\$5,000) annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU.
148. Subject to available monies, an employee may submit a request for tuition reimbursement up to five-hundred dollars (\$500) during each fiscal year.

### **Section 20. Medal of Valor Awards Ceremony.**

149. 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.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

### **Section 21. Recruitment.**

#### **A. Referral bonus**

150. 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.
151. 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.

#### **B. Lateral Signing Bonus**

152. Laterally hired employees (i.e., employees that did not promote from the 8274 Police Cadet classification) shall receive a \$5,000 signing bonus that shall be paid within 30 days after the employee's successful completion of the FTO program, if the employee is still employed at the time the signing bonus is due to be paid.
153. 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.

#### **C. Recruitment Committee**

154. The City and the Union agree to form a joint labor-management committee to improve the City's recruitment of highly-qualified police officers. The committee will include representatives from Police Department management, the POA, and the Department of Human Resources. For fiscal year 2006-07 and thereafter, the Department of Human Resources will receive an annual allocation of \$250,000 to fund committee activities, programs and expenses. These funds may be used to develop enhanced recruitment and marketing programs, applicant preparation activities, and innovative new recruitment and hiring strategies. These funds may also be used for cultural competency and other training for new and experienced officers through City University or similar resources.

### **Section 22. Officer Rotation.**

155. The parties have agreed that employees hired after January 1, 2007 will be subject to a mandatory five-year rotation. The rotation will be implemented according to the provisions of the Mandatory Rotation Policy, incorporated herein as Appendix C.

## **ARTICLE II - EMPLOYMENT CONDITIONS**

156. The parties further agree to continue discussions regarding expansion of this program in the interest of promoting career development for all officers.

### Section 23. Substance Abuse Testing.

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

158. 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

159. 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:

160. 1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.
161. 2. For employees being promoted to a higher rank, prior to the effective date of promotion.
162. 3. Prior to return from:
163. a.) medical leaves of absence in excess of thirty (30) calendar days, and
164. b.) unpaid leaves of absence in excess of ninety (90) calendar days.
165. 4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
166. 5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
167. 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.

## ARTICLE II - EMPLOYMENT CONDITIONS

### B. Reasonable Suspicion

168. 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.
169. 1. Examples of situations in which there may be reasonable suspicion include but are not limited to:
170. a. A pattern of documented abnormal or erratic behavior;
171. 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;
172. 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
173. d. A work-related incident in conjunction with other facts which together support reasonable cause.

### C. Employee Responsibilities

174. An employee must not:
175. 1. report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
176. 2. possess or use, or have the odor of alcohol or drugs on his/her breath during working hours; or
177. 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.
178. An employee must:
179. 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;
180. 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

## ARTICLE II - EMPLOYMENT CONDITIONS

for the public or the employee's co-workers, including but not limited to Valium, muscle relaxants, and painkillers; and

181. 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.

### D. Management Responsibilities and Guidelines

182. 1. Managers and supervisors are responsible for consistent enforcement of this provision.

183. 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.

184. 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.

185. 4. Managers and supervisors shall not physically search employees without consent or a valid warrant.

186. 5. Managers and supervisors shall not confiscate, without consent, prescription drugs or medications from an employee who has a prescription.

187. 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.

## ARTICLE III. PAY, HOURS AND BENEFITS

### Section 1. Wages.

#### A. General Wage Increases:

188. Employees shall receive the following base wage increases:

July 1, 2007 - 4%	December 29, 2007 - 2%
July 1, 2008 - 4%	December 27, 2008 - 3%
July 1, 2009 - 2%	December 26, 2009 - 2%
July 1, 2010 - 4%	January 8, 2011 - 2%

189. Effective July 1, 2007, the entry step for Police Officer I (Q2, Q3, and Q4) shall be increased by four percent (4%) in order to decrease the differential between steps 1 and 2, and more effectively recruit Police Officers.

190. 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%.

191. 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.

192. 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

193. 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.

### **ARTICLE III - PAY, HOURS AND BENEFITS**

194. 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.
195. 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.
196. 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.
197. 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.

#### **B. Assistant Inspector Pay Parity**

198. Effective not later than July 1, 2007, assistant inspectors will receive a rate of pay equivalent to that of sergeants.

#### **C. Probationary Period and Step Advancement**

##### **1. Probationary Period**

199. A Class Q-2 officer shall be required to complete a 12-month full duty probationary period that shall begin the day following completion of the prescribed department field training officer program.
200. Except as specified in this section, the time to complete the required 12-month full duty probationary period shall be extended, for a period not to exceed 126 weeks from the date of appointment by: (1) the total time of absence for all periods of unpaid authorized leave; (2) all periods of disciplinary suspension; (3) all periods of sick leave, with or without pay; and (4) all periods of administrative assignments pending the results of administrative investigations.
201. The time to complete the required 12-month full duty probationary period shall be further extended for all periods of temporary modified duty or disability leave. Such extension may not exceed 52 weeks and, except as provided below, the total time to complete the required 12-month full duty probationary period shall not exceed 178 weeks from the date of appointment.

### **ARTICLE III - PAY, HOURS AND BENEFITS**

202. The time to complete the required 12-month full duty probationary period shall be extended, without any limitation, for all periods of time the officer is required to serve on active military duty or on jury duty.

203. Advancement to step 2 shall be made upon satisfactory completion of the probationary period.

204. The probationary period for all other ranks shall be 12 months.

#### **2. Subsequent Step Advancement**

205. a. Advancement to subsequent steps shall be made upon completion of one year of satisfactory service at that step. Salary adjustments shall be made effective the first full pay period following the effective date.

206. b. Satisfactory Performance: An employee's scheduled step increase may be denied if the employee's performance has been unsatisfactory to the City. The Chief shall provide an affected employee at least sixty (60) calendar days' notice of his/her intent to withhold a step increase. However, if the unsatisfactory performance occurs within that time period, the Chief shall provide reasonable notice of his/her intent to withhold a step increase at that time.

207. An employee's performance evaluation(s) may be used as evidence by the City and/or an affected employee for the purpose of determining whether a step advancement should be withheld.

208. If an employee's step advancement is withheld, that employee shall next be eligible for a step advancement upon his/her salary anniversary date in the following fiscal year. An employee's salary anniversary date shall be unaffected by this provision.

209. The denial of a step increase is subject to the grievance procedure; provided, however, that nothing in this section is intended to or shall make performance evaluations subject to the grievance procedure.

#### **D. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments**

210. Subject to the approval of the Police Chief, a current permanent City employee who has completed the probationary period and or a lateral new employee who is appointed to a Q-2, Q-3, or Q-4 rank shall enter at the salary step which is the same or closest to the salary which is immediately in excess of that received in their prior appointment provided that such salary shall not exceed the maximum of the salary schedule.

211. However, advancement to the next step in the Q-2, Q-3, or Q-4 rank shall not occur until the employee has served the satisfactory time as prescribed herein for an entry-level police officer to move to that step and satisfactory completion of the probationary period.



### **ARTICLE III - PAY, HOURS AND BENEFITS**

212. 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.

#### **Section 2. Overtime and Compensatory Time-Off.**

##### **A. Overtime**

213. The Chief of Police or designee may require employees to work longer than the normal work day or longer than the normal work week. Any time worked by an employee who holds a permanent rank below the rank of Captain under proper authorization of the Chief of Police or his/her designated representative or any hours suffered to be worked by an employee who holds a permanent rank below the rank of Captain in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate. Vacation leave and Legal Holidays shall be considered hours worked for overtime purposes. Mandatory, unscheduled overtime shall be calculated at the one-and-one-half (1.5) overtime rate.
214. The parties acknowledge that, for purposes of calculating overtime payable under the Fair Labor Standards Act (FLSA), 29 USC Section 207k, the work period for all sworn members is a 28-day period (171 hours). The implementation of the FLSA work period for all sworn members began at 0001 hours on Saturday, April 12th 1986 and continues to repeat each 28 days thereafter.
215. The parties further acknowledge that Captains are exempt from the application of the FLSA as permitted by 29 USC Section 213.
216. Captains 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, Captains will receive an eight percent (8%) wage increase in lieu of earning overtime or compensatory time off. Lieutenants on a "like work, like pay" Captain assignment will not be eligible for overtime. This provision shall not preclude Captains from compensation as defined in Section 10B of the Administrative Code.
217. Employees shall not be eligible for 10B overtime assignments during hours on SP, VA, FH, In-Lieu, or DP.

##### **B. Compensatory Time-Off**

218. 1. Employees who are required or suffered to work overtime shall receive paid overtime. However, employees may request to earn compensatory time-off at the rate of time-and-one-half in lieu of paid overtime, subject to the approval of the Chief of Police or designee and except as provided below:

**ARTICLE III - PAY, HOURS AND BENEFITS**

219. a. Employees may not accrue more than 480 hours of compensatory time-off. Employees with more than 480 hours of compensatory time-off as of July 1, 2003 may not accrue additional compensatory time-off until and unless their compensatory time-off balances fall below 480 hours.
220. b. Effective June 30, 2010, employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.
221. c. Captains 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 this rank, compensatory time-off balances in excess of these amounts on the dates set forth shall be forfeited. Captains newly hired or promoted into such ranks on or after July 1, 2003 may not accrue more than 480 hours of compensatory time-off.
222. d. Effective July 1, 2008, an employee that is promoted to a higher rank shall have his or her compensatory time balances paid out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.
223. e. 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, by percentage, as to all employees within one of the four bureaus (i.e., FOB, Admin., Investigations, Airport).
224. 2. Employees shall provide the Department with 72 hours notice when requesting use of compensatory time-off. Compensatory time-off requests shall not be denied, except in writing when use of compensatory time-off will unduly disrupt operations or when an employee fails to provide 72 hours notice.

Section 3. Holidays.

225. 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

### **ARTICLE III - PAY, HOURS AND BENEFITS**

226. 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.
227. 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.
228. B. Employees who are required to work on any of the above-listed holidays, except floating holidays, shall receive additional compensation at the rate of time-and-one-half, or compensatory time at the rate of time-and-one-half at the employee's option pursuant to Article III., Section 2 of this Agreement.
229. C. 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.
230. D. 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.
231. E. This section shall not modify existing holiday compensation practice.

#### Section 4. Special Pays.

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

##### A. Canine Duty

233. Employees assigned to canine duty shall receive additional compensation bi-weekly equal to 5% of base wage as compensation for off duty time authorized and expended in the care and maintenance of the assigned canine, including feeding, grooming, exercising and cleaning up after the canine. This amount has been calculated by the parties to represent approximately eight hours of overtime per week paid at one and one-half times the hourly rate of the federal minimum wage. This extra compensation is not to be considered base pay or premium pay, nor

**ARTICLE III - PAY, HOURS AND BENEFITS**

shall it be included for purposes of retirement benefit calculations or contributions.

234. In addition to the above referenced overtime compensation for the ordinary and extraordinary care of the canine and, as authorized by the Department, the City will provide for basic canine food and supplies and shall provide for all appropriate veterinary care through approved City vendors. The City will reimburse other expenses reasonably and customarily incurred in the maintenance and care of the dog. Employees assigned to the Airport Bureau who perform canine duties shall be provided with vehicles for transportation of canines from their home to work and back.

**B. Field Training and Training Unit Coordinator Pay**

**1. Field Training**

235. Employees assigned to Field Training Officer or Field Training Sergeant responsibilities shall receive the following premiums while training:

Officer (Q2-Q4)	\$550.00 Per Pay Period
Supervisor (Q50-Q52)	\$400.00 Per Pay Period
Station Coordinator (Q50-Q52)	\$125.00 Per Pay Period

236. Additionally, when a class is in the FTO program, certified FTO police officers and sergeants assigned to the FTO office shall be eligible for FTO premiums described above.

**2. Training Unit Coordinator Pay**

237. Effective July 1, 2007, employees assigned to Training Unit Coordinator responsibilities shall receive \$125.00 per pay period.
238. Employees shall no longer receive compensatory time-off for Training Unit Coordinator responsibilities. Field Training and Training Unit Coordinator Pay shall not be included for purposes of retirement benefit calculations or contributions.

**C. Bomb Squad/SWAT Team Pay**

239. Employees assigned to the Bomb Squad or the SWAT team shall receive a premium of 5% biweekly. Employees assigned to both the Bomb Squad and the Swat Team shall receive a premium of 5% for one of the two assignments, but not both. This premium shall not be included for purposes of retirement benefit calculations or contributions.

**D. Specialist Pay**

240. An employee designated as a Specialist and assigned to the Specialist Team shall receive a premium of three percent (3%) biweekly. This premium shall not be included for purposes of

### **ARTICLE III - PAY, HOURS AND BENEFITS**

retirement benefit calculations or contributions. Specialists are subject to changes in watches and assigned work locations for operational reasons. The number of Specialist positions available per shift or location shall be determined by the Chief or his/her designee.

#### **E. Motorcycle Pay**

241. Employees below the rank of captain assigned to Motorcycle and Honda units shall continue to receive a premium in an amount in accord with current practice pursuant to Charter Section A8.405(b). It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees below the rank of captain assigned to Motorcycle and Honda units covered by this Agreement and shall be included for purposes of retirement benefit calculations or contributions.

#### **F. Retention Pay**

242. 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.
243. 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:
244. 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
245. 2. employees that have been issued a suspension of thirty (30) or more days during the preceding twelve (12) months shall not be eligible.
246. 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.

#### **G. Experienced Officer Incentive Pay**

247. To ensure each district station is adequately staffed with senior officers at night, the most senior officer and the most senior sergeant (i.e., seniority in rank) at each district station and the Patrol Division of the Airport Bureau and on each watch with twenty-three (23) or more years of service shall receive a premium in the amount equal to 2% of base pay as additional incentive to

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work night duty assignments, subject to the following conditions and limitations:

248. 1. Night duty assignments are defined as 2100-0700 hours (9:00pm-7:00am);
249. 2. The premium shall be limited to the Patrol Division of the Airport Bureau and to night duty field assignments in FOB District Stations. (Station duty and station keeper assignments shall not be eligible for Experienced Officer Incentive Pay);
250. 3. Only the ranks of police officer (Q2-Q4) and sergeant (Q50-Q52) shall be eligible to receive Experienced Officer Incentive Pay;
251. 4. If the senior officer on a watch is off-duty, then the next senior officer with twenty-three years or more of service shall be eligible;
252. 5. Employees that have been issued a suspension (whether the suspension was served or held in abeyance) in the three years immediately preceding shall not be eligible;
253. 6. Experienced Officer assignments shall be for a minimum of twelve (12) months;
254. 7. Employees shall only receive Experienced Officer Incentive Pay for actual hours worked.
255. In accordance with the provisions of Charter Section A8.597-1, this premium shall be included for purposes of retirement benefit calculations and contributions. This amount is not considered "salary attached to the rank" as defined by Charter Sections A8.595-1, A8.559-1, A8.558 and A8.544.

#### **H. Standby Premium**

256. Employees, who as part of the duties of their positions are required by the Chief of the Department or designee to be on standby when normally off duty and to be instantly available to return to work to perform their duties, shall be paid a premium at the rate equivalent to two (2) hours of their regular rate of pay for each assignment that begins on a regularly assigned work day, and three (3) hours of their regular base rate of pay for each assignment that begins on a regularly scheduled day off. The duration of the assignments shall be determined by the Chief of the Department or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.
257. Standby pay shall not be allowed in the classes or positions whose duties are primarily administrative in nature, as designated by the Chief of the Department. Standby premiums shall not be included for purposes of retirement benefit calculations or contributions.

### **ARTICLE III - PAY, HOURS AND BENEFITS**

#### **I. Call-Back Pay**

258. An employee who is called back to work following the completion of his/her work day and departure from his/her place of employment shall be granted a minimum of three (3) hours of pay at the applicable rate, or shall be paid for all hours actually worked at the applicable rate, whichever is greater. If an employee on standby is called back to work, call-back pay shall be paid in lieu of the standby premium.

#### **J. Night Shift Differential**

259. Night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.
260. For Fiscal Years 2009-2010 and 2010-2011, night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 7:00 p.m. and 5:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.

#### **K. Bilingual Pay**

261. Bilingual pay, in the amount of thirty-five dollars (\$35.00) biweekly, shall be paid to employees who have been certified by the Department of Human Resources as having proficiency in the Spanish, Russian or Chinese languages. Employees certified by the Department of Human Resources as having proficiency in other languages, including sign language for the hearing impaired and Braille for the visually impaired, shall, upon the approval of their supervisor, receive such pay when they are required to utilize such skills, and subject to Department of Human Resources guidelines. Bilingual pay shall not be included for purposes of retirement benefit calculations or contributions.

#### **L. Pyramiding**

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

#### **Section 5. Court Appearance Premium Pay and Administrative Hearings.**

263. A. Watch-Off Status. Employees appearing for court on watch-off days will receive three (3) hours of court appearance premium pay (50% above base salary) for their first court appearance commencing with the time indicated on the subpoena. This also includes court preparation and conferences when accompanied by a same day court appearance. No court appearance premium

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pay will be allowed for an employee's meal period.

264. Employees appearing in court for more than three (3) hours will receive court appearance pay on an hour-for-hour basis when appearing on scheduled watch-off days.

**B. Scheduled-to-Work Status.**

265. 1. Employees appearing for court less than one hour prior to the beginning of their scheduled watches will receive one (1) hour of court appearance premium pay.
266. 2. Employees appearing for court more than one (1) but less than two (2) hours prior to the beginning of their scheduled watches will receive two hours of court appearance premium pay.
267. 3. Employees appearing for court more than two (2) hours, but less than three (3) hours prior to the beginning of their scheduled watches will receive three (3) hours of court appearance premium pay.
268. 4. Employees who appear for court during the morning session and are scheduled to start work at 1200 hours will be entitled to a minimum of three (3) hours of court appearance premium pay regardless of the time indicated on the subpoena. No court appearance premium pay will be allowed for an employee's meal period.
269. 5. Employees appearing for court for more than three (3) hours will receive court appearance premium pay on an hour for hour basis when off-duty during the entire period. No court appearance premium pay will be allowed for an employee's meal period.

270. C. Court Standby. Employees placed on court standby without appearing in court will receive (2) hours of court appearance premium pay only if they are off-duty the entire call-in period indicated on the subpoena. On-duty time includes any overtime for purposes of this section.

271. Employees on sick leave with pay or disability leave who appear in court or are placed on standby are not entitled to additional compensation. Employees are paid as though they were working during these leave periods.

272. Employees on suspension who are subpoenaed and appear in court or are on standby are entitled to compensation at their regular rate of pay, not at the court appearance premium pay rate.

273. D. District Attorney Conferences. An employee attending an attorney's conference but not appearing in court will receive court appearance premium pay on an hour-for-hour basis.

274. E. Civil Court. Compensation requests for civil court appearances in which neither the City nor the Department is a party will be processed, reviewed, and certified by the Accounting Section of the Fiscal Division. These requests must be sent to the Accounting Section along with a copy of the subpoena and the record of Civil Court Appearance (SFPD 203) approved by the



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requesting employee's commanding officer. Employees will receive a court appearance premium on a half-hour for half-hour basis.

275. The Legal Division will review and approve overtime requests for civil cases in which the City or Department is a party. If approved, compensation shall be awarded on a half-hour for half-hour basis.
276. F. Administration Hearings. Any employee who, as part of his/her assigned duties, is required to appear at any administrative hearing while off duty shall receive court appearance premium pay for time actually spent, or shall receive two (2) hours of court appearance premium pay whichever is greater.
277. G. Employees on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance premium only when their appearance occurs on a date(s) for which the employee had a previously approved vacation request for 40 hours or more that predated the service of the subpoena. In all other cases, employees will be compensated only as provided by the current Department Bulletin on the subject of court compensation.
278. H. Any court appearance premium pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

#### **Section 6. Acting Assignment Pay (Like Pay for Like Work).**

279. Eligibility for acting assignment pay will be determined as follows:
280. A. Unless otherwise authorized by the commanding officer, night supervising captain or weekend duty captain, the person whose position is being filled must be on paid leave for a full watch: VA, SP, OU, DP, EH or FH during the date and time period. If the commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by an employee in the next lower rank, the employee filling that position shall be compensated at the salary of the rank being filled for the time worked.
281. B. Commissioned officers who are required to perform duties of the next highest rank are not entitled to receive acting assignment pay compensation unless they receive prior approval from the Deputy Chief of the employee's respective bureau. If the deputy chief of the employee's respective bureau determines a position is to be filled temporarily by an employee in the next lower rank, the employee filling that position shall be compensated at the salary of the rank being filled for the time worked.
282. C. The employee filling a position must be permanent in the Police Officer or Sergeant ranks (or Inspector rank if the employee is filling a position in the Investigation Bureau). Absent the commanding officer being able to articulate specific reasons for not selecting the senior employee, seniority in rank shall control. The Chief of Police, however, may designate officers (including commissioned officers), to temporarily fill vacancies caused by officers in the next

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highest rank who are off on long term paid leave status or have retired.

283. The City and the Association agree, for all hours between 0200 and 0600 when no Lieutenant is scheduled to work, the Sergeant assigned to fill the Lieutenant position pursuant to subsection C. will be compensated at the Lieutenant rate. No Police Officer, however, will be permitted to fill the position of the Sergeant serving as a Lieutenant between the hours of 0200 and 0600.
284. D. The division commander or the deputy chief must approve filling the position in advance.
285. E. 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.
286. F. 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.
287. G. 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).
288. 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 7. Uniform and Clothing Allowance.**

289. 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.
290. 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.
291. 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.
292. 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

### **ARTICLE III - PAY, HOURS AND BENEFITS**

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 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.

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

#### **Section 8. Health and Dental Coverage.**

##### **A. Employee Health Coverage.**

294. The City shall contribute annually for employee health benefits, the contribution required under the Charter.
295. In addition, 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).

##### **B. Dependent Health Coverage.**

296. 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.
297. 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.**

298. The City shall continue to provide dental benefits at the existing level.
299. E. Employees shall be permitted to choose which available City plan they wish to participate in.
300. 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.**

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

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#### **H. Annual Tuberculosis Screening.**

302. The City will provide, at its cost, annual tuberculosis screening for employees.

#### **I. Employee Assistance Program.**

303. The City shall continue to provide the existing or equivalent employee assistance benefits presently provided by United Behavioral Health.

### **Section 9. Retirement.**

#### **A. Mandatory Employee Retirement Contribution.**

304. 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.

305. 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.

306. B. Employees with twenty (20) years' service who leave the Department, but who retain their membership in the retirement system, shall be deemed to be retired for purposes of Penal Code Section 12027.

307. 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.**

308. 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.

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**Section 10. Wellness Programs.**

**A. Wellness Program.**

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

310. 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.
311. 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.
312. 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.
313. 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.
314. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

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

315. 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.
316. 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.

### **ARTICLE III - PAY, HOURS AND BENEFITS**

#### **317. 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%  
50% x 500 hours = 250 hours.  
250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

318. 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.
319. 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.
320. 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.
321. The Pilot "wellness incentive program" to promote workforce attendance shall be in effect for the term of this Agreement.

#### **Section 11. Pilot Program for San Francisco Housing.**

322. The parties agree to establish a program intended to encourage San Francisco police officers to live in the City of San Francisco. Participants must be employed as San Francisco police officers for the duration of their participation in the housing program. The housing program will consist of two options: the Home Ownership Incentive Program, and the Rental and Relocation Assistance Program.
323. A. Home Ownership Incentive Program – San Francisco Police Officers who are first-time homebuyers within the geographic boundaries of the City of San Francisco may be eligible to receive up to \$20,000 in down payment and closing costs assistance.
324. 1. One forgivable loan is available per household, and may be used for down payment assistance or closing costs, including title insurance, credit reports, recording fees, appraisals, points, transfer stamps, third-party property inspection fees, first year's payment of mortgage insurance, and other customary bank-related closing charges. This loan will be fully forgiven if the officer resides in the home for at least five years.
325. 2. A maximum of \$225,000 annually is available for this program. Funds will be disbursed to eligible applicants on a first-come, first-served basis.

**ARTICLE III - PAY, HOURS AND BENEFITS**

326. B. Rental and Relocation Assistance Program – San Francisco police officers who wish to relocate to a rental unit within the City of San Francisco may be eligible for a forgivable loan of up to \$5,000 for relocation-related expenses.
327. 1. One forgivable loan is available per household, and may be used for the following: relocation expenses (including airfare or other transportation mode) movers, etc; initial fees associated with rentals (broker fees, security deposits, first month's rent); and other appropriate fees as determined by the Police Department.
328. 2. A maximum of \$70,000 annually is available for this program. Funds will be disbursed to eligible applicants on a first-come, first-served basis.
329. The program will expire as of June 30, 2011 unless renewed by the parties.

Section 12. Paid Sick Leave Ordinance.

330. 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.

331. 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.

332. This Agreement shall be effective upon ratification and shall be effective from July 1, 2007 through June 30, 2012.



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

\_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

\_\_\_\_\_  
John Tennant Date  
Counsel for Police Officers' Association

\_\_\_\_\_  
Steve Ponder Date  
Compensation Manager

APPROVED AS TO FORM:  
Dennis Herrera, City Attorney

\_\_\_\_\_  
Elizabeth Salveson Date  
Chief Labor Attorney