



COLLECTIVE BARGAINING AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

THE SAN FRANCISCO
DEPUTY SHERIFFS' ASSOCIATION

July 1, 2019 - June 30, 2022

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ARTICLE I - REPRESENTATION

PREAMBLE

1. This Collective Bargaining Agreement (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") acting through its designated representatives and the Deputy Sheriff's Association of San Francisco (hereinafter "DSA" or "Association").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The City acknowledges that the Association has been certified by the Civil Service Commission as the exclusive representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

8302 - Deputy Sheriff (Academy)
8304(CalPERS)/8504 (SFERS) - Deputy Sheriff
8306(CalPERS)/8506 (SFERS) - Senior Deputy Sheriff

3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to new bargaining units, added by affiliations or service agreements, unless mutually agreed in writing by the parties. Upon request of the Association, the City will meet and confer concerning proposed changes to bargaining units.

I.B. INTENT

4. It is the purpose of this Agreement to promote and provide for harmonious relations, cooperation and understanding between and among the City, the Sheriff and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise out of this Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby including those matters over which the Sheriff has jurisdiction.
5. It is agreed that the delivery of municipal and county services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

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I.C. NO STRIKE PROVISION

6. During the term of this Agreement, the City will not lock out the employees who are covered by this Agreement. The Association shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike (collectively “strike activity”) during the term of this Agreement. If the Association learns that bargaining unit employees intend to engage in strike activity, either through notice from the City or through other means, the Association will send a notice to all bargaining unit employees, with a copy to the Employee Relations Director, indicating (1) the strike activity is not authorized or supported by the Association; and (2) strike activity may violate City or Departmental rules and result in disciplinary action.

I.D. OBJECTIVE OF THE CITY

7. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding on the dates agreed to herein. It is the intent of the Mayor and the Board of Supervisors acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers and authority to act as defined by the Charter, State Law, California Constitution and other applicable bodies of the law. This Agreement shall be binding on any and all employees or parts of the City, including its Commissions, but shall in no way affect the powers and jurisdiction of the Civil Service Commission.

I.E. MANAGEMENT RIGHTS

8. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.
9. Except as otherwise provided by law, the City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the City's organization and operations. The City may also relieve City employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.F. EMPLOYEE REPRESENTATIVES

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10. The Association may select up to five (5) employees for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Association believes that more than five (5) employee members should be present at such meetings, and the City disagrees, the Association shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.
11. 1. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.
12. 2. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate employer representative.
13. 3. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.
14. *President Release Time.* The City agrees to provide the DSA President with 80 hours of release time each pay period. The DSA agrees that the start of the term of office for a newly elected DSA President will coincide with the start of a City pay period. The DSA President shall not be eligible for pay premiums or other special pays while on release time.
15. The City agrees that thirty-two (32) hours of the release time each pay period shall be paid release time. During this City paid release time, the DSA President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the City or Sheriff's Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and (2) investigating or processing grievances or appeals. The DSA President shall not participate in any other activity, including but not limited to political activity, during this City paid release time. The DSA President shall provide documentation to the Sheriff certifying that during each pay period, the DSA President used the thirty-two (32) hours of City paid release time only for authorized purposes. The DSA President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.
16. The DSA agrees to reimburse the City for the balance of the release time, which is 48 hours of release time each pay period. The amount reimbursed to the City shall be the base hourly rate of pay for the DSA President multiplied by the roll-up rate; the roll-up rate shall be established each fiscal year by utilizing the Controller's Office's annual "Payroll Data for Labor Negotiations" report by dividing the "Adjusted Total" by the "Adjusted

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Base.” The DSA shall submit the required payment to the Sheriff’s Department within 11 days after the close of each pay period. There are no restrictions on the activities of the DSA President during the 48 hours each pay period for which the DSA is reimbursing the City.

17. *Officers and Stewards Release Time.* The City shall provide an annual Association release time bank of one thousand (1000) hours for use by the Association Officers and Stewards. These employees may use these hours to perform their Union functions at meetings attended by representatives of the City regarding matters within the scope of representation, personnel management and employee-employer relations, to attend committees established pursuant to this Agreement or the orders of the Department, to negotiate or to undertake activities relating to grievance administration, attend seminars, meetings and conferences designated by the Association for the purpose of professional development, and/or leadership training. The released member(s) shall not participate in any other activity, including but not limited to political activity, during this release time. The president of the Association, or designee, shall notify the Department at least two (2) business days in advance of the members who will be utilizing the release time, the anticipated length of the release time, the location of the member during the release time, and the purpose of the release time.

I.G. NEGOTIATION RESPONSIBILITY

18. Except in cases of emergency, the Department shall give reasonable written notice to the Association of any proposed change by the Department in 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.
19. In cases of emergency when the Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
20. If the Association does not respond within twenty one (21) calendar days from the date of delivery of written notification of a proposed change as described above hereof, the Association shall be deemed to have waived its opportunity under this Agreement to meet and confer on the proposed change.
21. If the Association timely requests the opportunity to meet and confer as provided herein, the Department agrees to meet and confer with the Association over such proposed change or changes, within twenty (20) 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.

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22. If no agreement is reached, specifically limited to matters related to (1) the compensation provided to Association members (i.e., premiums, differential and overtime); (2) work schedules (i.e., regularly scheduled shift hours, regular days off [RDO]), daily work hour limit, and paid time off); or (3) benefits presently governed by seniority (i.e., RDO selection, vacation sign-up, holiday sign-up, and satellite sign-up), shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-5, unless an exception applies pursuant to Charter Section A8.590-1 through A8.590-9.

I.H. SHOP STEWARDS

23. 1. The Association shall have the right to appoint a Steward, who shall be under the direction of the Deputy Sheriff's Association president, for each facility where employees are employed under the terms of this Agreement. The Association shall provide the Sheriff with a written list of Stewards and their work locations, and shall notify the Sheriff of any changes in the designation of Stewards.
24. 2. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.
25. 3. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld, shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances. A steward shall not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.

I.I. GRIEVANCE PROCEDURE

26. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.
27. 1. *Definition.* A grievance is defined as an allegation by an employee, a group of employees or the Association that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement. A grievance does not include the following:

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28. a. All Civil Service Commission “carve-outs,” as described in Charter Section A8.409-3.
29. b. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Association representation at said conference.
30. 2. *Time Limits:* The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed in a timely manner it shall be deemed withdrawn. Failure of the City to timely reply shall authorize the Association to appeal the grievance to the next step in the Grievance Procedure.
31. 3. *Economic Claims.* Any claim for monetary relief shall not extend more than thirty (30) calendar days prior to the filing of a grievance. Though the resolution of disputes outside the Grievance Procedure is desired, it is understood by the Association that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the Grievance Procedure appear probable, request an abeyance of the Grievance Procedure time limits, as set forth in section 2, above. The City will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.
4. *Grievance Initiation.*
32. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over employees affected by the grievance.
33. b. Only the Association may file a grievance arising from a final disciplinary decision. These matters shall be initiated with the Sheriff or designee at Step 2.
34. c. All other grievances shall be initiated at Step 1.
35. 5. *Steps of the Procedure.* The grievant shall discuss the grievance informally with the grievant's immediate supervisor, provided the grievance is not a discrimination or

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retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than ten (10) calendar days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have an Association representative present.

36. a. *Step 1.* If the grievance is not resolved within seven (7) calendar days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the facility or division commander no later than seventeen (17) calendar days of the facts or event giving rise to the grievance. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of the Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant. The grievance must include the following:
37. 1. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and assigned post of the affected employee or employees;
38. 2. The section(s) of the Agreement the grievant has alleged to have been violated;
39. 3. The remedy or solution being sought by the grievant.
40. The City will return any grievance that does not include the information specified above. The grievant shall have fifteen (15) days from receiving the return of the grievance to resubmit a new grievance with the corrected information.
41. The facility or division commander shall respond in writing within fifteen (15) calendar days following receipt of the written grievance.
42. b. *Step 2.* A grievant dissatisfied with the facility or division commander's response at Step 1 may appeal to the Sheriff, or designee, in writing, within fifteen (15) calendar days of receipt of the Step 1 answer. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The Sheriff, or designee, may convene a meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. The

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Sheriff, or designee, shall respond in writing within fifteen (15) calendar days of the meeting or receipt of the grievance, whichever is later.

c. *Step 3.*

43. (1) *For Contract Interpretation grievances only.* The Association dissatisfied with the Sheriff's response at Step 2 may appeal to the Employee Relations Director, or designee ("ERD"), in writing, within fifteen (15) calendar days of receipt of the Step 2 response. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. ERD may convene a grievance meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. ERD shall have fifteen (15) calendar days after the receipt of the written grievance, or if a meeting is held, fifteen (15) calendar days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.
44. (2) *For Disciplinary Appeals.* The Association may appeal imposed discipline to binding arbitration under this Article.
45. 6. *Step 4 --- Arbitration.* If the Association is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within fifteen (15) calendar days of its receipt of the Step 3 response, that arbitration is being invoked. Only the Association may submit a grievance to arbitration under this Article.
46. 7. *Expedited Arbitration.* By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit any grievance to the Expedited Arbitration process.
47. a. *Selection of the Arbitrator for Expedited Arbitration.* The parties will first attempt to mutually agree on an arbitrator within seven (7) days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) days, either party may request a list of seven (7) appropriately experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). As a condition of appointment to the CSMCS panel, each of the panelists must certify that the panelist will be available to hear the Expedited Arbitration in not greater than thirty (30) days from selection.

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48. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken, until a panelist is selected who can preside over the Expedited Arbitration within thirty (30) days. Whether the Association or City strikes the first name in the alternating process shall be determined by lot.
49. b. *Proceeding.* No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.
50. c. *Costs.* Each party shall bear their own legal expenses and costs for grievances in connection with the presentation of its case. Fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
51. 8. *Selection of an Arbitrator (not Expedited Arbitration).* Each July, the parties agree to establish a list of at least seven (7) but not more than ten (10) arbitrators to serve as the panel for that fiscal year to hear grievances arising under the terms of this Agreement. If the parties do not establish such a panel, then the prior year panel continues.
52. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within ten (10) calendar days, the parties shall strike arbitrators alternately from the panel until one arbitrator remains to hear each particular case. The parties shall flip a coin to determine who strikes first.
53. *Authority of the Arbitrator.* The decision of the arbitrator (for both Arbitration and Expedited Arbitration) shall be final and binding, unless challenged under

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applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

54. *Costs of Arbitration.* The direct expenses of the arbitration including the fees and expenses of the arbitrator and any court reporter shall be borne and shared equally by the parties. In the event that an arbitration is canceled resulting in a cancellation fee from the arbitrator and/or the court reporter, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.
55. *Hearing Dates and Date of Award.* Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty (30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due forty-five (45) calendar days following the receipt of closing arguments. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

I.J. UNION SECURITY

1. Authorization for Payroll Deductions

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

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58. c. The Procedure is the exclusive method for the Association to request the City to initiate, change, or cancel deductions for Contributions.
59. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Association, but only if the Association submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
60. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Association authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Association form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Association a copy of any authorization form that it receives directly from a represented employee.
61. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Association, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Association a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
62. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Association in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
63. h. With the exception of subsection (e) above, the Association is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the

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Association and represented employees about Association membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Association. The Association shall respond to such employee inquiries within no less than 21 calendar days.

2. Indemnification

64. The Association shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Association shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Association; (ii) the City shall provide any assistance that the Association may reasonably request for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Association against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

I.K. BULLETIN BOARDS / UNION ACCESS / GENERAL INFORMATION

65. *Bulletin Boards.* The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the City agrees that identifiable Association literature shall not be removed from said bulletin boards without first consulting with the representative of the Association to determine if the literature should remain for an additional period of time. The Association shall not post literature that violates City policies prohibiting discrimination, harassment, retaliation, or mistreatment of persons, that involves any political candidate or ballot measure, or that

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violates the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.

66. *Union Access.* a. The City shall provide the Association reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.
67. b. The Association agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees, or involve any political activities.
68. c. Association representatives must identify themselves upon arrival at a City department. Association representatives may use City meeting space with a reasonable amount of advance notice and approval from the City department, subject to availability.
69. d. The City may require a department representative to escort Association representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees. This paragraph is not intended to restrict or limit the access rights of City employees who have access to work area where confidential or secure work is taking place.
70. e. Nothing in this Section is intended to disturb existing City departmental Association access policies. Further, City departments may implement additional rules and regulations after meeting and conferring with the Association.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A NON-DISCRIMINATION

71. a. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
72. b. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
73. c. Neither the City nor the Association shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.

II.B LAYOFFS

74. Any permanent employee laid off may have the selection of one of the two following options:
75. 1. Placement on the Civil Service Commission holdover roster pursuant to Civil Service Rule 112; or
76. 2. Severance pay of one (1) week's pay for every year of permanent service to a five (5) year maximum. The employee's decision concerning the preceding sentence shall be irrevocable and must be made within twenty-one (21) days from the employee's notice of layoff from the City.
77. Placement on the Civil Service Commission holdover roster falls within the jurisdiction of the Civil Service Commission pursuant to Charter Sections A8.409 *et seq.* and is not therefore subject to grievance or arbitration.

ARTICLE II – EMPLOYMENT CONDITIONS

78. When involuntarily removing or releasing from employment a represented employee, the employee shall receive the severance pay due under paragraph 78, in exchange for a release signed by the employee and DSA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or DSA may have against the City including any officer or employee thereof.
79. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of severance pay due under paragraph 78.

II.C ASSIGNMENT OF WORK

80. 1. *Probationary Period.* As defined and administered by the Civil Service Commission, the probationary period shall be as follows:
- | | |
|---|--|
| Class 8302 - Deputy Sheriff (Academy) | 1040 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP) |
| Class 8304/8504 - Deputy Sheriff | 2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP) |
| Class 8306/8506 - Senior Deputy Sheriff | 2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP) |
81. Except as provided by the City's Civil Service Rules (including automatic extensions due to absences), the duration of the probationary period may be extended by written mutual agreement of the employee and the Sheriff.
2. *Reclassification/Reorganization.*
82. a. *Effects of Reclassification.* Upon approval of the reclassification of an existing position by the Human Resources Director or the Civil Service Commission, the incumbent shall be laid off, and shall be eligible to exercise seniority to fill another position in the class occupied prior to the reclassification in accordance with the rules of the Civil Service Commission or provisions of the Agreement whichever governs.

ARTICLE II – EMPLOYMENT CONDITIONS

83. The exercise of seniority shall be the exclusive remedy available to the affected employee and employee organization. The subject matter of this provision shall not be subject to the grievance procedure, except claims based on the application of seniority.
84. b. *Reorganization.* Except as provided by law, the parties recognize and agree that the reorganization of departments and/or departmental units and divisions, and the work pertaining thereto, is the sole and exclusive prerogative of the City.
85. 3. *Staffing levels.* The Sheriff shall reasonably determine and adjust minimum staffing for the Custody Operations Division and Court Services in Appendix B. The minimum staffing levels, listed in Appendix B, reflect staff levels currently understood to be consistent with the post assignments the Department has determined will maintain safe and secure operations and comply with the Board of State and Community Corrections (BSCC) Minimum Jail Standards Title 15. In the event the Sheriff determines that adjustments must be made, the Department will notify the Deputy Sheriffs' Association of such change in advance of such adjustment, barring exigent circumstances. The decision to adjust minimum staffing levels shall not be capricious or arbitrary.
86. The above provision is subject to the grievance procedure and may be filed at an advanced step of the grievance procedure by appealing directly to the Employee Relations Director or designee.
87. 4. *Assignment of Function.*
88. a. *Assignment of functions.* Without limitation to the Sheriff's discretion to make out-of-class assignments, the City shall not allocate to any person not an appointee in any of the following classes:
- Deputy Sheriff (Academy)
Deputy Sheriff
Senior Deputy Sheriff
89. any of the functions now performed or to be performed by appointees within the aforesaid classes considered in the aggregate, as to the following:
90. (1) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail;
91. (2) the security of the San Francisco Municipal and Superior Courts; and,

ARTICLE II – EMPLOYMENT CONDITIONS

92. (3) the enforcement of civil processes within the City and County of San Francisco.
93. b. *Meet and Confer.* The City shall not undertake in any manner to allocate to any person not an appointee within any of the aforesaid classes any of the functions now performed by appointees within the aforesaid classes, as to the hiring, training, retention, promotion, compensation, discipline, or discharge of employees within said classes, without advance notice of intent to the Deputy Sheriff's Association and appropriate meet and confer in advance of such allocation having due regard for the following:
94. (1) the current practices of other local law enforcement agencies within the State of California;
95. (2) the availability of training in the aforesaid functions as certified by the Commission on Peace Officer Standards and Training of the State of California;
96. (3) the quality of service to be provided by the Sheriff's Department; and,
97. (4) bargaining unit work performed prior to 1986.
98. c. The parties incorporate by reference as if fully set forth Administration Code Sections 16.215(e)(1-4).
99. 5. Matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

II.D PERSONNEL FILES AND OTHER PERSONNEL MATTERS

100. Qualified employees covered by the Agreement shall be entitled to the protections afforded under the Peace Officers' Bill of Rights, Government Code Section 3309. The interpretation of Government Code Section 3309 shall not be subject to grievance or arbitration.
101. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisals, including documents attached to the appraisals, shall be placed in the employee's official personnel file, and shall be removed only upon written authorization of the Sheriff, subject to the approval of the Civil Service Commission.

ARTICLE III – PAY, HOURS AND BENEFITS

III.A. WAGES

102. Represented employees will receive the following base wage increases:
- | | | |
|------|------------------------------|-------|
| 103. | Effective July 1, 2019: | 3.0 % |
| | Effective December 28, 2019: | 1.0 % |
104. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
105. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.
106. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
107. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.
108. All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.
109. 1. Market Wage Adjustments
- Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.

ARTICLE III – PAY, HOURS AND BENEFITS

110. The Department will implement the June 25 market wage adjustments based on a survey to be conducted by the City of the following counties: Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.
111. The salary survey shall measure total compensation for the rank of Deputy Sheriff (8304/8504) based on the following data points:
- Maximum monthly salary for the rank of Deputy Sheriff (8304/8504);
 - Maximum educational incentive premiums (e.g., Adv. POST);
 - Employer payment of mandatory employee retirement contributions and retirement supplements;
 - Longevity/Retention premiums
112. The salary survey shall be completed no later than May 15 of each year of the Agreement for a market wage adjustment effective June 25 of each year of the Agreement. The rates reported for the counties listed above shall be those known and officially authorized for payment as of May 15 and to be in effect in those counties on or before June 25 of each year of the Agreement. If rates are not known and authorized by May 15 for June 25, the rates reported shall be those in effect on May 15 of each calendar year of the Agreement. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.
113. For memoranda of understanding or other authorizing salary instruments that provide for CPI adjustments, the minimum adjustment, if provided, shall be utilized as the rate effective on the date of the market wage adjustment. If no minimum adjustment is provided, the rates used shall be those in effect when the survey is conducted.
114. The parties shall consult regarding the survey results. Any disputes regarding the results of the survey or its methodology shall be submitted to Expedited Arbitration under the Grievance Procedure.
115. The surveyed data shall be reported by each county 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 Deputy Sheriffs for the identical data points shall be calculated as a percentage and the difference, if any, shall be the basis for market wage adjustments.
116. The parties acknowledge and understand that the market wage adjustment process set forth herein was reached by mutual agreement and is intended to determine market wage adjustments annually.

ARTICLE III – PAY, HOURS AND BENEFITS

117. The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2019 through June 30, 2022.

III.B. WORK SCHEDULES

118. 1. *Regular Work Day.* Unless agreed upon by the City and the Association as set forth below under the heading “Alternate Work Schedule”, a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours. There shall be no split shift.
119. 2. *Regular Work Week.* The Sheriff shall determine the work schedule for employees in their department. Unless agreed upon by the Association and the City as set forth below under the heading “Alternate Work Schedule,” a regular workweek is a tour of duty of five (5) consecutive days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) working days in conjunction with changes in their work shifts or schedules.
120. 3. *Alternate Work Schedule.* By mutual agreement, the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

III.C. ADDITIONAL COMPENSATION

121. Each premium or additional compensation set forth below shall be separately calculated based on an employee’s base rate of pay.
1. Shift Differential.
122. Swing Shift. Employees who, as part of their regularly scheduled work shift, are routinely and consistently required to work any hours between 4:00 p.m. and 11:00 p.m. shall receive a premium of eight and one-half percent (8.5%) of the employee’s base rate of pay for all hours worked between 4:00 p.m. and 11:00 p.m.
123. Graveyard Shift. Employees who, as part of their regularly scheduled work shift, are routinely and consistently required to work any hours between 11:00 p.m. and 6:00 a.m.

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shall receive a premium of ten percent (10%) of the employee's base rate of pay for all hours worked between 11:00 p.m. and 6:00 a.m.

124. Excluded from these provisions are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of 5:00 p.m. and 7:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium.

2. Stand-by Pay.

125. Employees who as part of the duties of their positions are required by the Sheriff in writing to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with a cellular telephone, pager, or other electronic communication device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes or positions whose duties are primarily administrative in nature, as designated by the Sheriff.

3. Call Back Pay.

126. Employees ordered back to work following the completion of their work day and departure from their place of employment shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. For employees covered by this Agreement, call-back means being ordered to work in an emergency, as a witness in a criminal matter, or when ordered for other reasons. Call-back does not mean continuing duty that does not have a substantial break, court appearances as a result of off-duty employment or personal reasons, voluntary prescheduled overtime, or employees called in to duty when on standby status.

4. Special Skills & Duties.

127. a. *Officer Training Duties.* Employees represented by the Association who are assigned training officer duties shall be paid an additional five dollars (\$5.00) per hour when such duties are actually performed.
128. b. *Honor/Color Guard.* Employees shall receive a premium of 0.5% of their base rate of pay when they are assigned to and remain a member in good standing in the Sheriff's Honor/Color Guard. To be a "member in good standing," the employee must (1) be assigned to the unit; and (2) meet Departmental service and training requirements (e.g., attend required

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trainings, maintain the employee's uniform according to Departmental Regulations, and serve as a member of the Honor/Color Guard at functions when reasonably requested to do so).

129. c. *Emergency Services Unit.* Employees shall receive a premium of three percent (3%) of their base rate of pay when assigned to the Emergency Services Unit. To be entitled to this premium, employees assigned to the Emergency Services Unit must agree to carry a cellular telephone or other electronic communication device, while off-duty and to respond immediately when contacted. While assigned to this Unit, employees are not eligible to receive standby pay under Article III.C. of this Agreement for any service related to the Emergency Services Unit. The Department will bear no burden for the cost of any electronic communication device.

5. Bilingual Premium.

130. Employees who have been certified by the Department of Human Resources as having proficiency in Spanish, Cantonese, Mandarin, Tagalog, Arabic, sign language for the hearing impaired and Braille for the visually impaired shall be paid bilingual pay in the amount of fifty dollars (\$50) bi-weekly for routinely and consistently using their bilingual skills during the performance of their duties. Members certified by the Department of Human Resources as having proficiency in other languages shall, upon the approval of the Sheriff, receive this bilingual premium.

Effective January 1, 2020, at the City's discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

6. Acting Assignment Pay.

131. a. Employees assigned by the Sheriff or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive acting assignment pay if all of the following conditions are met: (1) The assignment shall be in writing; (2) The position to which the employee is assigned must be a budgeted position; and (3) The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days.
132. Upon written approval by the Sheriff or designee, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid five percent (5%) above the employee's base salary but such pay shall not exceed the maximum step of the salary schedule of the class to which temporarily

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assigned. Premiums based on percent of salary shall be paid at a rate which includes acting assignment pay.

133. Requests for classification or reclassification review shall not be governed by this provision.

134. b. *Watch Commander Premium.* An 8304/8504 Deputy Sheriff or 8306/8506 Senior Deputy Sheriff when assigned to the duties of a higher ranking supervisor who is the Watch Commander during the absence of the Watch Commander during the employee's normal shift, at Jails #1, 2, 4, 5, Hall of Justice Courts (in the absence of an 8310), Community Programs, Station Transfer Unit, Sheriff's Patrol Unit, Civic Center Courts, Juvenile Justice Center, the General Hospital Security wing, Department of Emergency Management, the Central Records and Warrants Unit (CRWU), City Hall Security, Transportation, the Training Unit, the Internal Affairs Unit, Laguna Honda Hospital, Hall of Justice Security, Medical Examiner's Office, or the Classification Unit, shall receive seven and one-half percent (7.5%) of the employee's base rate of pay.

7. Supervisory Differential.

135. The Sheriff may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

136. a. The supervisor, as part of the regular responsibilities of their class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

137. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

138. c. The organization is a permanent one approved by the Sheriff, chief administrative officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Human Resources Department.

139. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

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140. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.
141. The adjustment of the compensation schedule of the supervisor shall not exceed five percent (5%) over the compensation exclusive of extra pay, of the employee supervised.
142. f. If the application of this section adjusts the compensation schedule of an employee in excess of their immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar (\$1) bi-weekly in excess of the base rate of the supervisor's highest paid subordinate, provided that the applicable conditions of this section are also met.
143. g. In no event will the Sheriff approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Sheriff may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).
144. h. The Sheriff shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.
8. Other Additional Compensation.
145. a. *Canine Pay.* Member(s) assigned to canine duty shall receive pay, as calculated below, as compensation for the average time authorized and expended in the exercise, care, feeding, grooming, and training of the assigned canine.
146. This amount has been calculated by the parties to represent approximately 52 minutes per day or approximately 6 hours of overtime per week. These hours will be compensated at the greater of the following:
- (1) one and one-half times the hourly rate of the federal minimum wage; or

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(2) one and one-half times the hourly rate achieved by the following calculation: $0.2222 \times \text{Employee's base rate}$

147. This extra compensation is for activities outside normal working hours and is not to be considered base pay, premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions, except as required by law. Members assigned to canine duty shall also be reimbursed for canine related expenses in the amount of \$150.00 per month, calculated by the parties to represent food and other expenses reasonably and customarily incurred in the maintenance and care of the dog. This reimbursement is non receipted.
148. b. *Professional Achievement/POST Premium.* Bargaining unit members who possess an intermediate POST certificate shall, upon presenting documentation to the Department, receive a premium of four (4.0%) percent of their base rate of pay. Professional achievement pay shall be paid commencing with the first pay period following said presentation. Employees who possess an advanced POST certificate shall, upon presentation to the Department, receive a premium of six and a half percent (6.5%) of their base rate of pay. Deputies hired prior to 1975 shall be entitled to receive either premium if they met the equivalent standard for either certificate. This payment shall not be considered "regular" pay for purposes of overtime.
149. c. *Longevity Pay.*
150. (i.) Members hired by the Department on or before June 30, 2014 shall receive two percent (2%) longevity pay upon completion of more than five (5) years of service as a sworn member of the Department.
151. (ii.) Members hired by the Department on or after July 1, 2014 who have completed fifteen (15) years of service as a sworn member of the Department shall receive two percent (2%) longevity pay.
152. (iii.) Longevity pay shall be included for purposes of retirement benefit calculations and contributions.

III.D. OVERTIME COMPENSATION

153. The Sheriff may require employees to work longer than the regular work day or the regular work week. Any time worked under proper authorization or suffered to be worked by an employee, exclusive of part-time employees, in excess of actual paid work on a regular

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work day or week shall be designated as overtime and shall be compensated at one-and-one-half (1-1/2) times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated as having a regular work day of less than eight (8) hours or a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours worked in a day and a week. For the purposes of this section, statutory holidays and in-lieu holidays shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

154. Notwithstanding the foregoing paragraph, overtime worked by employees required to participate in a regular daily briefing period shall be paid at a straight time rate for the first one-quarter hour in excess of eight hours per day.
155. Employees occupying Fair Labor Standards Act (FLSA) exempt (executive, administrative, or professional) positions shall not be paid for overtime worked but may be granted compensatory time off.
156. Employees covered by the FLSA who are required to work overtime shall be paid at a rate of one and one-half times (1-1/2) the regular rate, except by mutual agreement an employee may earn up to 160 hours of compensatory time each fiscal year.
157. Employees shall give the Department five (5) days advance written notice of a request to use compensatory time off. The Department shall grant permission to use the compensatory time off unless doing so would unduly disrupt the operation of the Department. The Department may grant an employee's request to use compensatory time off with less than the required five (5) days advance written notice at its sole discretion.
158. Employees may not accumulate a balance of compensatory time in excess of 160 hours.
159. Subject to the maximum number of compensatory time hours an employee may earn each fiscal year and subject to the maximum compensatory time balance an employee may accumulate, as set forth above, employees who work a 12-hour shift shall be able to elect, at the beginning of each fiscal year, to be paid in compensatory time for working hours 81 through 84 of their two week pay period. Implementation of this provision is subject to confirmation by the City that it complies with state and federal law.
160. A non-"Z" or "L" classified employee who is appointed to a position in a higher, non-"Z" or "L"-designated classification or who is appointed to a position in a "Z" designated

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classification shall have their entire compensatory time balances paid out at the rate of the lower classification prior to promotion or said non-“Z” or “L” classified employee, at their option, may carry over forty (40) hours of accrued compensatory time to the position in a higher classification within the department.

161. A non-“Z” or “L” classified employee who is appointed to a position in another department shall have their entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.
162. Upon transfer to another City department or upon separation of employment through resignation, retirement or termination, a bargaining unit member who is designated “non-Z” or whose “Z” symbol has been waived, shall be entitled to payout of all hours of compensatory time that the member has earned but not used at the time of transfer or separation, less any applicable deductions and withholdings. A bargaining unit member who transfers from Sheriff’s Department to another City department shall provide written notice to the Sheriff’s Department, prior to separation from the member’s classification, of the member’s desire to receive payout of all hours of compensatory time available under this section. At the direction of the Sheriff’s Department, an employee shall be required to use compensatory time before transferring from another Department.
163. The parties acknowledge that for purposes of calculating overtime under the Fair Labor Standards Act (FLSA), the work period now in effect for all sworn members, regardless of the member’s assignment or shift, is a 14-day period (86 hours) under 29 USC Section 207k (e.g., Saturday, July 2, 2005 at 0001 hours to Friday, July 15, 2005 at 2400 hours; Saturday, July 16, 2005 at 0001 hours to Friday, July 29, 2005 at 2400 hours).
164. The Department and DSA acknowledge that the San Francisco Administrative Code currently limits overtime worked by employees of the City and County of San Francisco to five hundred and twenty (520) hours. The parties agree that prior to the Sheriff submitting a formal written request for an exemption from the overtime limitation to the Director of the Department of Human Resources, the Sheriff, or their designee, will consult with the DSA.

Third Party Requests for Law Enforcement Services

165. The parties acknowledge that the provisions of Section 18.13-1(c) of the San Francisco Administrative Code, which is set forth below for informational purposes, apply to overtime worked by bargaining unit members:

Admin. Code Sec. 18.13-1(c): “The provisions of Subsection (a) [limiting overtime to 520 hours each year] shall not apply to overtime worked by any employee where the City and County of San Francisco incurs no direct or indirect additional costs and where the employee acquires no right to compensatory time off. For the purposes of this Section,

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"direct or indirect additional costs" includes any additional salary, wages, compensatory time or any other benefit provided at that time or deferred until a later date."

III.E. HOLIDAYS AND HOLIDAY PAY

166. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (New Year's Day)
 - the third Monday in January (Martin Luther King, Jr.'s Birthday)
 - the third Monday in February (President's Day)
 - the last Monday in May (Memorial Day)
 - July 4 (Independence Day)
 - the first Monday in September (Labor Day)
 - the second Monday in October (Columbus Day)
 - November 11 (Veteran's Day)
 - Thanksgiving Day
 - the day after Thanksgiving
 - December 25 (Christmas Day)
167. In addition, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.
168. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
169. The City shall accommodate religious belief or observance of employees as required by law.
170. Three additional floating days off to be taken on days selected by the employee, subject to prior scheduling approval of the Sheriff. Employees (both full-time and part-time) must complete three (3) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for floating days off not taken.
1. Holiday Pay For Employees Who Separate.
171. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be

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granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

2. Holidays That Fall On A Saturday.

172. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under their jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Sheriff in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

3. Holiday Compensation For Time Worked.

173. Employees required to work on any of the above-specified holidays excepting Fridays observed as holidays in-lieu of holidays falling on Saturday, shall be paid extra compensation at time and one-half (1-1/2) the usual rate; provided, however, that at an employee's request and with the approval of the Sheriff, an employee may be granted compensatory time off in-lieu of paid overtime.
174. Employees occupying positions which are exempt from the FLSA (executive, administrative and professional) shall not receive extra compensation for holiday work but may be granted time off.

4. Holidays For Employees On Work Schedules Other Than Monday Through Friday.

175. a. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.
176. b. 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.
177. c. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.

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178. d. Subsections b. and c., above, shall apply to part-time employees on a pro-rata basis. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, they shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.
5. Holiday Pay For Employees Laid Off.
179. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.
6. Employees Not Eligible For Holiday Compensation.
180. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.
7. Part-Time Employees Eligible For Holidays.
181. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.
182. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.
183. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

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8. In-Lieu Holidays.

184. a. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.
185. b. In-lieu days will be assigned by the Sheriff or designee if not scheduled in accordance with the procedures described herein.
186. c. A holiday can be carried over into the next fiscal year with the approval of the Sheriff. If the Sheriff fails to schedule an in-lieu holiday as provided herein, the holiday credit shall be carried over to the next fiscal year.

III.F. SALARY STEP PLAN AND SALARY ADJUSTMENTS

187. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein. Adjustments as outlined in this section shall take place on the first day of the pay period after the completion of the specified period.
188. 1. *Promotive Appointment in a Higher Class.* An employee following completion of the probationary period or six (6) months of service, and who is appointed to a position in a higher classification, deemed to be promotive shall have their salary adjusted to that step in the promotive class as follows:
189. a. If the employee is receiving a salary in their present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.
190. b. If the employee is receiving a salary in their present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.
191. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's class shall be deemed promotive.

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192. 2. *Non-promotive Appointment.* When an employee accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule.
193. 3. *Appointment Above Entrance Rate.* Subject to the Controller's certification of available funds and procedures to be established by the Department of Human Resources, appointments may be made by the Sheriff at any step in the compensation schedule under any of the following conditions:
194. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in their former classification.
195. b. Loss of compensation would result if appointee accepts a position at the normal step.
196. c. A severe, easily demonstrated and documented recruiting and retention problem exists.
197. d. The appointee possesses special experience, qualifications, and/or skills that, in the opinion of the Sheriff, warrant appointment above the entrance rate.
198. 4. *Compensation Upon Reemployment.*
199. a. *Reemployment in Same Classification Following Layoff.* An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.
200. b. *Reemployment in an Intermediate Classification.* An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments

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shall be based upon the increment anniversary date that would have applied in the higher classification.

201. c. *Reemployment in a Formerly Held Classification.* An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary schedule for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary schedule.

III.G. METHODS OF CALCULATION

202. 1. *Bi-Weekly.* An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for their position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
203. 2. *Per Diem or Hourly.* An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.
204. 3. *Conversion of Annual Rate to Bi-Weekly Rate.* When an annual rate of compensation is converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:
205. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
206. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

III.H. SENIORITY INCREMENTS

Advancement Through Salary Steps

1. *8302 and 8304/8504 Employees*
207. a. Effective July 1, 2019, the City shall establish a new Step 1 for the 8304/8504 salary range, which is equivalent to Step 1 of the 8302 salary range. The

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remaining steps will be re-numbered, making eleven (11) steps in the 8304/8504 salary range.

208. b. Upon promotion to Class 8304/8504, employees in classification 8302 shall move to Step 1 of the 8304/8504 salary range. This will result in no change in pay.

209. c. All employees in classification 8304/8504 will advance to each successive step upon completion of the six (6) months of required service with the following exception. If the Sheriff agrees that a performance appraisal should be marked lower than competent and effective, the increment may be withheld at the Sheriff's sole discretion.

2. *Supervisory Ranks (8306/8506 Employees)*

210. a. All employees in classifications 8306/8506 shall be paid at the top step of their salary range.

211. 3. *Date Increment Due.* Increments granted in accordance with this section become due and payable on the next day following completion of required service in the class, unless otherwise provided herein.

212. 4. *Exceptions.* An employee shall not receive a salary adjustment based upon service as herein provided if they have been absent by reason of suspension or on any type of leave without pay (excluding a military leave) for more than one-sixth (1/6) of the required service in the anniversary period, provided that such employee shall receive a salary increment when the aggregate time worked since their previous increment equals or exceeds the service required for the increment, and such increment date shall be their new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

III.I. WORKERS' COMPENSATION & RETURN TO WORK

213. 1. *Workers' Compensation.* An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.

214. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing

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officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

- 215. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.
- 216. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.
- 217. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.
- 218. The parties agree that this provision clarifies and supersedes any conflicting provision of the Civil Service Rules which are within the authority of the Board of Supervisors and subject to bargaining and arbitration pursuant to Charter Section A8.409 *et seq.*
- 219. Entitlements afforded represented employees under Labor Code Section 4850 and Article II.D.4. of this Agreement shall not be affected by this provision.

III.J. VACATION

- 220. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.
- 221. *Vacation Slots Formula*
- 222. The Department shall provide all represented members with an opportunity to utilize all vacation earned and accrued each year. The parties agree that the following is sufficient to ensure that the represented members have the opportunity to use vacation:
- 223.
 - 1. The Department shall establish sufficient vacation slots to ensure that all members' vacation accruals in the upcoming year shall be accommodated.

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224. 2. Vacation slots shall be established for all represented members regardless of whether they are on, or anticipated to be on, leaves or absent from their assigned facility or work site.
225. 3. Represented members who have been away from their assignment ninety (90) calendar days or more may participate in vacation sign up through the Sheriff's Department Personnel Unit.
226. 4. The following formula shall be used to determine the required number of vacation slots for a specific watch/team at a selected facility/unit during the annual vacation sign-up for that watch/team:

227.

Number of represented members assigned to the watch	Number of slots per day per watch/team
7 represented members and below	1 vacation slot
8 to 17 represented members	2 vacation slots
18 to 27 represented members	3 vacation slots
28 to 37 represented members	4 vacation slots January through May and September through November; 5 vacation slots June, July, August, and December.
38 to 47 represented members	5 vacation slots January through May and September through November; 6 vacation slots June, July, August, and December.
48 represented members or more	6 vacation slots January through May and September through November; 7 vacation slots June, July, August, and December.

228. In addition, there shall be one Paid Time Off ("PTO") slot (for vacation or compensatory time off) available at each level (e.g. for a watch of 19 employees, there shall be 3 vacation slots and one additional PTO slot). Employees shall give the Department five (5) days advance written notice of a request to use a PTO slot. The Department shall grant permission to use the PTO slot, if available, unless doing so would unduly disrupt the operation of the Department.

III.K. HEALTH AND WELFARE

1. Employee Health Care.
229. The contribution model for employee health insurance premiums will be based on the City's contribution of a percentage of those premiums and the employee's

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payment of the balance (Percentage-Based Contribution Model), as described below:

1) Employee Only:

230. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

2) Employee Plus One:

231. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City's contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

232. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City's contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

233. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

234. For purposes of this agreement, and any resulting agreements under paragraph 228, to ensure that all employees enrolled in health insurance through the City's Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the "average contribution," as established under Charter section A8.428(b), then, in addition to the City's

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contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

2. Dental Coverage.

235. The City agrees to maintain dental plan coverage at present levels for the term of this Agreement. Otherwise, effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

3. Contributions While On Unpaid Leave.

236. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

III.L. RETIREMENT

237. For the duration of this agreement, employees who are members of SFERS shall pay their own retirement contributions in an amount as required by the San Francisco Charter.

238. Employee payment of employee contribution to CalPERS

For the duration of this agreement, members of the bargaining unit who are members of CalPERS shall pay the employee share of mandatory retirement contributions, effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member’s compensation for the purpose of computing straight-time earning, compensation for overtime worked,

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premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of, salary; and

- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

239. Any City pickup of an employee's mandatory retirement contribution shall not be considered as a part of an employee's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of our percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

240. *Military Buy-Back Option.* Subject to meeting the PERS requirements for military buy-back, and in compliance with the City Charter, the parties agree that employees may buy-back up to four (4) years of active duty Federal Armed Services time under the following terms and conditions: (a) the employee shall pay the full employee share and the full employer share (expected to rise over the next few years) for the time the employee bought back based on a rate of compensation to be determined by PERS; in addition, (b) the employee shall pay interest on the contribution as determined by PERS.

241. 1. Prop. C Employee Cost-Sharing:

- A. The parties recognize the requirement under Charter Section A8.590-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.590-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.
- B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory payment described in paragraph 224 plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The Prop. C Contribution is determined, as set forth in the chart below, based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C. Contribution will be 3.5% of covered compensation for bargaining unit members in CalPERS.

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Employer Contribution Rate for Comparable SFERS Employees	Safety
0%	(6.0%)
0.01% - 1.0%	(5.0%)
1.01% - 2.5%	(4.75%)
2.51% - 4.0%	(4.5%)
4.01% - 5.5%	(3.5%)
5.51% - 7.0%	(3.0%)
7.01% - 8.5%	(2.0%)
8.51% - 10.0%	(1.5%)
10.01% - 11.0%	(0.5%)
11.01% - 12.0%	0%
12.01% - 13.0%	0.5%
13.01% - 15.0%	1.5%
15.01% - 17.5%	2.0%
17.51% - 20.0%	3.0%
20.01% - 22.5%	3.5%
22.51% - 25.0%	4.5%
25.01% - 27.5%	4.5%
27.51% - 30.0%	4.75%
30.01% - 32.5%	4.75%
32.51% - 35.0%	5.0%
35.01% +	6.0%

242.

C. The Prop. C Contribution:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;

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- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS accounts;
 - (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
 - (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of salary.
- D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under paragraph 224 to the extent of the Prop. C Contribution.

The City will work with the Association and the San Francisco Employees Retirement System and Board of Supervisors to determine whether it is feasible to amend the City's contract with CalPERS to expressly provide for an additional Member Contribution over and above Normal Contribution (the Prop. C Contribution) for classic members in an amount specified in Section III.M. Retirement, on a pre-tax basis.

Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase to the employee contribution to CalPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set for in Charter section A8.590-5, as applicable.

Retirement Seminar Release Time

243. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

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244. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.
245. This section shall not be subject to the grievance procedure.

III.M. LEAVES OF ABSENCE

246. Those portions of the current Civil Service Commission Rules applicable to Leaves that are negotiable and arbitrable pursuant to Charter Sections A8.409 *et seq.*, may not be changed during the term of this Agreement except by mutual consent. Those matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

III.N. CHAPTER 12W PAID SICK LEAVE ORDINANCE

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

III.O. VOLUNTEER / PARENTAL RELEASE TIME

248. Employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).
249. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. Subject to minimum staffing requirements, an employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

ARTICLE IV - WORKING CONDITIONS

IV.A. UNIFORMS AND EQUIPMENT

250. 1. Uniform Allowance. Employees shall receive forty-two dollars, thirty cents (\$42.30) per pay period for the purchase and maintenance of uniforms.
251. 2. *Ballistic Vests.* The City shall refurbish, repair or replace ballistic vests for each represented employee. The City shall provide employee's voucher for a replacement vest ninety days (90) days prior to the manufacturer's expiration date. Ballistic vests provided to employees remain the property of the City and must be returned to the City when an employee is issued a replacement vest.
252. 3. a. *Emergency Services Unit Personnel.* Upon initial assignment to the Emergency Services Unit, the Department *will* provide the following equipment to personnel:
- Equipment Bag
 - Safety Glasses/Goggles
 - Voucher for embroidering "ESU" onto two (2) BDU shirts
253. b. *Special Response Team Personnel.* Upon initial assignment to the Special Response Team, the Department will provide the following equipment to personnel:
- Balaclava
 - Class E Boonie Hat
 - Class E Holster
 - Class E Uniform (1)
 - Rifle Magazine Pouch
254. c. In the event that the equipment identified above is damaged or destroyed in the course and scope of employment, including equipment previously purchased by an ESU/SRT member at their own expense, the Department will bear the cost of replacement for the affected ESU/SRT member.
255. 4. *Personal Protective Equipment.* The Department will make available for common use reasonable forms of personal protective equipment at each facility, based on the Department's determination of what personal protective equipment is appropriate. Such equipment will be replaced on or before expiration.
256. 5. *Ammunition.* The City will provide an adequate amount of ammunition per month as determined by the Sheriff, for each employee to practice in order to qualify.

ARTICLE IV – WORKING CONDITIONS

IV.B. EMPLOYEE TUITION REIMBURSEMENT PROGRAM

257. The City will contribute \$5,000 annually to an “Employee Tuition Reimbursement Program” to provide reimbursement for the Employee Tuition Reimbursement benefit identified in this section. Unused annual Employee Tuition Reimbursement funds will not roll over. Reimbursement is subject to the following conditions and limitations:
258. 1. The subject matter of the course, training program, or degree relates to the employee’s work with the City and is designed to improve the employee’s job performance.
259. 2. The course is in a school accredited by the Western Association of Schools and Colleges, the National Home Study Council, California Commission on Peace Officers Standards and Training (“POST”) or by special permission as recommended by the Sheriff and approved by the Human Resources Department.
260. 3. The class and study time are outside the employee’s normal working hours.
261. 4. The course is completed with a grade better than C- or with a certificate of completion. In the event that the course is “pass-fail”; the employee must “pass” the course.
262. Reimbursement for books retained by the employee will be limited to 50% of the cost.
263. Employees may submit requests for benefits/reimbursement under this section up to a maximum of five hundred dollars (\$500) per fiscal year.
264. Reimbursement shall not be provided for costs incurred for graduation fees, deferred tuition payment fees, student body fees, binders, note papers, exam blue books, parking fees, or miscellaneous supplies, computer hardware or software, or battery operated or electric calculators.
265. Human Resources Department authorization must be obtained prior to incurring any otherwise reimbursable expenses. Reimbursement will be approved by the Human Resources Department upon satisfactory evidence of satisfactory completion of the authorized course.

IV.C. WORK ORDERS

266. The Department will route copies of all work orders submitted to the Department to the president of the DSA. The DSA may provide advisory recommendations to the Department concerning potential cost savings, enhanced efficiencies and revenue generation. The Department retains the sole right to accept, reject, and/or modify work order requests.

IV.D. PAPERLESS PAY POLICY

267. Employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
268. The pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
269. Employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
270. Employees shall possess the right to do the following with any frequency and without incurring any cost to the employee:
1. Change the account into which the direct deposit is made;
 2. Switch from the direct deposit option to the bank pay card option, or vice versa;
 3. Obtain a new bank pay card the first time the employee’s bank pay card is lost, stolen or misplaced.
271. The City assures that the bank pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.
272. The City shall make best efforts to provide no-cost ATMs available at large worksites and remote worksites.
273. Employees may print out pay advices during work hours.

ARTICLE V - SCOPE

V.A. SAVINGS CLAUSE

274. Any provision of this Agreement shall be held invalid by operation of the law or by any court of competent jurisdiction or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby. Upon such occurrence, and upon the request of either party, the parties agree to meet and confer regarding the affected provision.

V.B. AMENDMENT OR MODIFICATION

275. This Agreement may be amended or modified, but only in writing, upon the mutual consent of the parties.

V.C. ZIPPER CLAUSE

276. The parties agree that the current Memorandum of Understanding shall continue in full force and effect for its stated term, and that any successor Departmental Memorandum of Understanding negotiated during the term of this Agreement will be negotiated as provided in Section A8.590-5 of the Charter.
277. Except as may be amended through the procedure provided in Article V.B. above, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein.

V.D. DURATION OF AGREEMENT

278. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2019.

FOR THE CITY

FOR THE ASSOCIATION

Micki Callahan
Human Resources Director

Date _____

Ken Lomba
President

Date

Carol Isen
Employee Relations Director

Date _____

Charles Sakai
Chief Negotiator

APPROVED AS TO FORM
DENNIS J. HERRERA, CITY ATTORNEY

Katharine Hobin Porter
Chief Labor Attorney

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION
JULY 1, 2019 – JUNE 30, 2022**

APPENDIX A

SHERIFF'S DEPARTMENT POLICY

VIII. TRAINING COMMITTEE

The Sheriff has sanctioned, recognized and agreed to a joint Department/DSA Training Committee.

The joint Training Committee shall consist of two representatives designated by the DSA and two or more persons designated by the Sheriff.

The primary purpose of the Training Committee is to assist in identifying specific training needs and suggesting solutions to meet those needs.

XI. REPRESENTATION

A. The address of service of any and all notices to the Association shall be:

San Francisco Deputy Sheriffs' Association
P.O. Box 77590
San Francisco, CA 94107
Telephone: (415) 828-2428

B. The Union and its agent shall receive a roster, at the Union's request, showing all unit employees by name, rank, work location, shift, employees on leave (including type of leave and expected return date), and any and all changes thereto.

C. Any authorized representative of the Union shall have the right to contact individual unit employees in county facilities during, before, or after business hours on matters within the scope of representation without disrupting operations.

APPENDIX B MINIMUM STAFFING LEVELS

CUSTODY OPERATIONS DIVISION

<u>23:00 – 07:00</u>		<u>23:00 – 07:00</u>		<u>07:00 – 15:00</u>		<u>07:00 – 15:00</u>		<u>15:00 – 23:00</u>		<u>15:00 – 23:00</u>	
		<u>Sat,Sun&Hol</u>				<u>Sat,Sun&Hol</u>				<u>Sat,Sun&Hol</u>	
<u>Sup.</u>	<u>Dep.</u>	<u>Sup.</u>	<u>Dep.</u>	<u>Sup.</u>	<u>Dep.</u>	<u>Sup.</u>	<u>Dep.</u>	<u>Sup.</u>	<u>Dep.</u>	<u>Sup.</u>	<u>Dep.</u>
CJ#1	1 11	1 11	2 13	1 11	1 13	1 11	1 13	1 13	1 13	1 13	1 13
CJ#2	1 13	1 13	2 20	1 21	1 15	1 15	1 15	1 15	1 15	1 15	1 15
CJ#3	1 8	1 8	2 14	1 13	1 11	1 11	1 11	1 11	1 11	1 11	1 11
CJ#5	2 23	2 23	3 37	2 37	3 34	2 34	2 34	3 34	2 34	2 34	2 34
C.R.U.1	2	1 2	1 4	1 3	1 4	1 3	1 4	1 4	1 3	1 3	1 3
Wards0	2	0 2	1 5	0 3	0 3	0 3	0 3	0 3	0 3	0 3	0 3
Class	0 2	0 2	1 7	1 3	0 2	0 2	0 2	0 2	0 2	0 2	0 2
<u>19:00 – 07:00</u>		<u>19:00 – 07:00</u>		<u>07:00 – 19:00</u>		<u>07:00 – 19:00</u>					
		<u>Sat,Sun&Hol</u>				<u>Sat,Sun&Hol</u>					
CJ#4	1 11	1 11	2 19	2 19	2 19	2 19	2 19				

FIELD OPERATIONS DIVISION

<u>08:00 – 17:00</u>		<u>11:00 – 20:00</u>		<u>07:00 – 15:00</u>		<u>07:00 – 15:00</u>		<u>15:00 – 23:00</u>		<u>15:00 – 23:00</u>	
						<u>Sat,Sun&Hol.</u>				<u>Sat,Sun&Hol.</u>	
HOJC	1 37	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
HOJS	0 0	0 0	0 3	0 1	0 2	0 1	0 2	0 2	0 1	0 1	0 1
CCCH	1 19	0 2	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
JJC	0 6	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0

COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022

APPENDIX C

12-hour shifts

Summary

The parties agree to implement a Pilot Program to evaluate the transition of identified Custodial and Patrol functions to 12-hour shifts during the term of the 2019-22 MOU. The following elements are necessary for the Department to successfully transition to 12-hour shifts:

- Implementation of 12-hour shifts would occur on a phased-in basis, with each phase occurring on an annual basis prior to shift/vacation bid.
- Implementation of Phase 1 would be contingent on the implementation of the Sick Leave policy.
- Implementation of Phase 2 would be contingent on the implementation of the EWW, Overtime, and Assignment Policies.
- Continuation of the 12-hour shifts would be determined annually by a review of specific metrics with the options to continue with the next phase, maintain the status quo, or phase out the 12-hour shifts.

12-Hour Shifts

1. Implementation Timeline

- a. Immediately upon adoption of this agreement, the parties will begin negotiations over the Sick Leave Policy
- b. Phase I will be implemented after adoption of the Sick Leave Policy with a projected implementation of September 2019
- c. Phase II will be implemented after adoption of the EWW, Overtime, and Assignment policies, with a projected implementation of September 2020
- d. Phase III has a projected implementation of September 2021

2. Phase I

- a. Phase I will be implemented after adoption of the Sick Leave Policy with a projected implementation of September 2019; prior to the October Vacation/Shift Bid
- b. Phase I will include the following facilities:
 - i. Community Programs;
 - ii. City Hall Security; and
 - iii. County Jail # 2.
- c. The Department will provide quarterly evaluations of the impacts of the 12-Hour shifts at these facilities

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION**

JULY 1, 2019 – JUNE 30, 2022

APPENDIX C

- d. On or about February 28, 2020, the Department will provide to the Association a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
 - i. Continue the 12-hour shifts with no change and proceed to Phase II, projected to be in September 2020;
 - ii. Continue the 12-hour shift with specific recommended changes and proceed to Phase II, projected to be in September 2020;
 - iii. Continue the 12-hour shift with specific recommended changes and delay implementation of Phase II; or
 - iv. End the Pilot Program.
- e. The parties will meet in March of 2020 to confer over any changes in the Pilot Program which fall within the scope of representation and (if applicable) to determine the appropriate facilities to participate in Phase II.

3. Phase II

- a. Phase II will be implemented after adoption of the EWW, Overtime, and Assignment policies, with a projected implementation of September 2020; prior to the October Vacation/Shift Bid.
- b. The Department will provide to the Association quarterly evaluations of the impacts of the 12-Hour shifts at facilities which are part of Phase I and Phase II
- c. On or about February 28, 2021, the Department will provide a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
 - i. Continue the 12-hour shifts with no change and proceed to Phase III, projected to be in September 2021;
 - ii. Continue the 12-hour shift with specific recommended changes and proceed to Phase III, projected to be in September 2021;
 - iii. Continue the 12-hour shift with specific recommended changes and delay implementation of Phase III; or
 - iv. End the Pilot Program.
- d. The parties will meet in March of 2021 to confer over any changes in the Pilot Program which fall within the scope of representation and (if applicable) to determine the appropriate facilities to participate in Phase III.

4. Phase III

- a. Phase III has a projected implementation of September 2021, prior to the October Vacation/Shift Bid.
- b. The Department will provide to the Association quarterly evaluations of the impacts of the 12-Hour shifts at facilities which are part of Phase I, Phase II, and Phase III.
- c. On or about February 28, 2022, the Department will provide a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
 - i. Continue the 12-hour shifts with no change;
 - ii. Continue the 12-hour shift with specific recommended changes;
 - iii. Continue the 12-hour shift with specific recommended changes; or
 - iv. End the Pilot Program.
- d. The parties will meet in March of 2022 to confer over any changes in the Pilot Program which fall within the scope of representation.

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION**

JULY 1, 2019 – JUNE 30, 2022

5. Quarterly Evaluations

- a. The Department, and other City departments as appropriate, will evaluate the below metrics during the term of the Pilot Program to determine favorable and/or unfavorable changes that may be attributable to the Pilot Program.
- b. Overtime Costs
- c. FLSA Compensation
- d. Overtime Hours Worked
- e. Mandatory “Draft” Overtime as a proportion of all Overtime
- f. Sick Leave Usage
- g. Vehicle Accidents
- h. Employee Injuries

6. Impasse Resolution

- a. Should the parties fail to reach agreement over the implementation of the 12-hour shift schedule, upon the request of either party, as the exclusive impasse resolution procedure, the parties shall submit any issues remaining in dispute to a mediation/arbitration board convened in accordance with the procedures set forth in Charter Section A8.590-5, unless an exception applies pursuant to Charter Sections A8.590.1-A8.590-9, except that with respect to A8.590-5(b), the parties shall select and appoint board members, including the neutral chair, within ten (10) days of declaration of impasse by either party and with respect to A8.5095(h), the decision of the mediation/arbitration board, if any, shall be in accordance with the procedures and criteria set forth in A8.509-5(d). In all other respects, A8.509-5(h) shall apply.
- b. This includes resolution of impasses involving the following:
 - i. Implementation of Departmental Policies on Sick Leave, Extended Work Week, Overtime, and Assignment on the timeline identified above;
 - ii. Impacts of changes to the Pilot Program based on Annual Evaluations, including decisions to phase out 12-hour shift.



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2019

Deputy Sheriffs' Association

TENTATIVE AGREEMENT

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2019. The parties further agree that this tentative agreement is subject to approval as to form by the City Attorney's Office and is subject to approval by the Board of Supervisors.

By signing below, the parties agree to recommend approval of this tentative agreement.

SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND DEPUTY SHERIFF'S ASSOCIATION OF SAN FRANCISCO

Section III.M. Retirement of the Agreement between the City and the Association provides that in addition to paying any required employee retirement contribution, bargaining unit members in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The City has notified the Association and employees represented by the Association that from July 1, 2017 to April 19, 2019, the City under-deducted employees' Prop. C Contributions by 1.0%. The City has calculated that employees represented by the Association owe a total of One Million, One Hundred and Nine Thousand, Four Hundred Dollars, and Seventy-Nine Cents (\$1,109,400.79) (the "Unpaid Prop. C Contributions"). As part of the economic terms reached by the parties in negotiating the successor Agreement to be effective July 1, 2019, the City has agreed to waive collection of the Unpaid Prop. C Contributions. This Unpaid Prop. C Contribution is recognized as a cost to the City in the successor Agreement.

Tentative Agreement:

FOR THE CITY

Carol Isen

5/13/19
Date

FOR THE ASSOCIATION

Michael Jarvis

5/11/19
Date

Approved As To Form:

COLLECTIVE BARGAINING AGREEMENT SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

Katharine Hobin Porter

~~July 1, 2014~~ – ~~JUNE 30, 2019~~