# MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

UNITS P-1 AND P-2A

July 1, 2018 – June 30, 2021

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DEFINITIONS

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

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

PREAMBLE

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

# ARTICLE I. REPRESENTATION

Section 1. Recognition.

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

P-1 Police Rank and File

- Q-2 Police Officer
- Q-3 Police Officer II
- Q-4 Police Officer III
- Q-35 Assistant Inspector
- Q-36 Assistant Inspector II
- Q-37 Assistant Inspector III
- Q-50 Sergeant
- Q-51 Sergeant II
- Q-52 Sergeant III
- 0380 Inspector
- 0381 Inspector II
- 0382 Inspector III
- 0385 Crime Scene Investigations Manager
- 0386 Crime Scene Investigations Manager 2
- 0387 Crime Scene Investigations Manager 3

P-2A Police Supervisory

- Q-60 Lieutenant
- Q-61 Lieutenant II
- Q-62 Lieutenant III
- Q-80 Captain
- Q-81 Captain II
- Q-82 Captain III

2. The City's Employee Relations Director agrees not to implement under Administrative Code Section 16.210 any bargaining unit reassignment of the above listed classifications during the term of this Agreement.

Section 2. No Work Stoppages.

3. During the time this MOU is in force and effect, the Association and each member of its bargaining unit covenant and agree that she/he/it will not authorize, engage or participate in any strike, work

slowdown or any form of work stoppage including but not limited to absenteeism, observing picket lines or any other form of sympathy strike.

Section 3. Management Authorities.

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

Section 4. Negotiation Responsibility.

5. A. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in general orders or other matters within the scope of representation as specified in Government Code Section 3504.5. The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.

6. In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.

7. B. If the Association does not respond within thirty (30) calendar days from the date of receipt of written notification of a proposed change as described in subsection A. hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.

8. C. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes, within thirty (30) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

9. D. If no agreement is reached, the matter shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7. Staffing matters, except for current safety practices pertaining to two-officer vehicles, shall be excluded from the impasse procedures set forth in Charter Sections A8.590-1 through A8.590-7.

10. E. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or

terminated in their entirety. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

Section 5. Grievance Procedure.

11. The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Definition

12. A grievance is defined as any dispute that involves the interpretation or application of a specific provision of this Agreement, or relating to General Orders 3.08, 3.15, 11.01, 11.03, 11.05, 11.06 and 11.10.

Grievance Description

13. A grievance must include the following:

    a. The basis and date of the grievance as known at the time of submission;
    b. The section(s) of the Agreement allegedly violated;
    c. The remedy or solution sought.

14. If the grievance does not contain the information described in (a) – (c), the City may request such information, at any step in the process, and defer processing until the information is provided. If the information is not provided within 30 days of request, the grievance, or that portion of it as to which the requested information is not supplied, is deemed withdrawn.

Time Limits

15. The parties have agreed upon this grievance procedure in order to ensure the swift resolution of all grievances. The parties must follow each step within the applicable timelines. No steps of the grievance procedure may be skipped without mutual agreement.

16. For purposes of this grievance procedure, a business day is Monday through Friday, 8am to 5pm, excluding legal holidays.

17. Grievances shall be settled in conformity with the following procedure. Except, however, actions taken by the City that are necessary to ensure compliance with federal, state or local laws, ordinances or regulations shall not be grievable hereunder. After notice of such intended action by the City, the Association may however, offer in writing its view on compliance and possible alternative solutions, within ten (10) business days to the Chief of Police who shall respond in

writing to the Association within ten (10) business days. The arbitrability of all grievances shall be determined by a court of competent jurisdiction.

Informal Discussion with Immediate Supervisor

18. An employee with a grievance may first discuss it with his or her immediate supervisor, or the next level in management, to try to work out a satisfactory solution in an informal manner.

Step I

19. If the employee does not obtain a solution to the grievance by informal discussion, the employee or the Association shall submit the grievance in writing to his or her commanding officer ten (10) business days of the facts or event giving rise to the grievance

20. After review and discussion, the commanding officer shall notify the grievant(s) and the Association representative, if any, within seven (7) business days of receipt of the grievance, in writing, of the decision and the reasons.

Step II

21. If the grievance is not resolved in Step I, the Association shall submit the grievance to the Chief of Police within seven (7) business days after receipt of the commanding officer's decision stating the reasons why the Step I answer is not satisfactory.

22. The Chief, or designee, will review the material submitted and shall hold a meeting on the grievance at the request of the Association on behalf of the grievant, unless the Chief is not empowered to act. The Chief shall respond in writing and render a decision to the grievant, and the Association, within ten (10) business days.

Step III

23. If the grievance is not resolved at Step II, the Association has the right to appeal the decision of the Chief of Police to the Employee Relations Director within ten (10) business days after the date of the Chief's response. The Association shall state the reason why the Step II response is not satisfactory.

24. The Employee Relations Director shall have ten (10) business days to issue a written response. In lieu of a response, the Employee Relations Director may request a meeting to seek to resolve the grievance. If any such meeting is unsuccessful to resolve the grievance, the Employee Relations Director shall issue a written response within fifteen (15) business days of the meeting.

25. If the Employee Relations Director is unable to resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the Association may submit the grievance to arbitration within fifteen (15) business days of receipt of the Step III response. Only the Association may submit a grievance to arbitration. The Employee Relations Director shall acknowledge receipt of the Association's letter moving the grievance to arbitration.

26. The arbitrator shall be an impartial person selected by mutual consent of the parties or by the parties alternately striking arbitrators from the standing panel. The first party to strike will be determined by lot, coin flip or other comparable method.

Arbitrator Panel

27. By September 1, 2018, the City and the Association shall select a standing panel of arbitrators to hear grievances. The parties shall establish the panel in the following fashion: by not later than July 20, 2018, each party shall submit to the other, the names of seven (7) arbitrators and prepare a list with all arbitrators submitted by the parties. The parties shall then, beginning by lot, alternately strike names from the list until seven (7) names remain. The seven (7) remaining persons shall constitute the standing arbitration panel for the term of the Agreement.

28. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

29. Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter Section A8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

30. An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, or the Administrative Code.

31. The parties shall share the jointly-incurred costs of the arbitration proceedings. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.

32. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, the City or the Department shall file the grievance with the Association. The Association shall have ten (10) business days to issue a written response. If the grievance is not resolved, the City or the Department may submit the grievance to arbitration within fifteen (15) business days of receipt of the Association's response.

A. Expedited Arbitration

33. Notwithstanding the above provisions, the parties may by mutual agreement agree to submit a particular grievance to expedited arbitration. Expedited arbitration may include, by the agreement of the parties:

1. time-limited argument;
2. waiver of court reporter and/or transcript;
3. closing arguments in lieu of briefs;
4. bench decision by the arbitrator; and
5. such other expedited procedures as the parties deem advisable for the case at hand.

Section 6. Release Time for POA Representatives.

34. An employee may designate a representative of his/her choice to represent him/her in grievance meetings or investigative interviews mutually scheduled with Department management and in scheduled appeals hearings. Where a formal written statement of charges has been filed against the employee or where the employee is subjected to an interrogation focusing on matters that are likely to result in punitive action, the employee may choose any representative not subject to the same investigation. In all other matters, if an employee chooses a sworn employee as his/her representative, that employee must be below the rank of Commander. The sworn employee representative shall serve without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

35. A reasonable number of Association representatives may participate with management in mutually scheduled employer-employee relations meetings on their regularly scheduled duty time without loss of pay or benefits. One Association representative other than the President may be released from duty as necessary to attend public meetings of the Police Commission. This representative shall not appear before the Commission in uniform. This release from duty is subject to the operational needs of the department.

36. The City agrees to provide the POA President with eighty (80) hours of release time each pay period. Sixty (60) of these release time hours each pay period will be on City time. The POA will reimburse the Department for the remaining twenty (20) hours each pay period.

37. The POA agrees that the start of the term of office for a newly-elected POA President will coincide with the start of a City pay period. The President's pay rate shall include POST pay and any retention pay for which he/she is eligible. The President shall not be eligible for other pay premiums, other special pays, overtime assignments, or "10B" assignments during the period of release time. The POA President will be considered to be on a standard five (5) day workweek during such release time.

38. While on release time, the President will utilize accrued leave, as appropriate, for any absences. The use of such leave time will be reported to the Departmental Human Resources Officer for accounting purposes.

39. During the sixty (60) hours each pay period of City-paid release time, the POA President shall engage only in the following activities:

40. 1. preparing for and participating in meet and confer or consultation with representatives of the City or Police Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and

41. 2. investigating or processing grievances or appeals.

42. The POA President shall not participate in any other activities, including but not limited to political activities, during this City-paid release time. The POA President shall provide documentation to the

Chief certifying that during each pay period, the POA President used the sixty (60) hours of City-paid release time only for authorized purposes. The POA President shall provide this certification at the conclusion of each pay period.

43. The POA agrees to reimburse the City for the balance of the release time, which is twenty (20) hours of release time each pay period. The amount reimbursed to the City shall be 1.35 times the base hourly rate of pay for the permanent rank held by the POA President. The POA shall submit the required payment to the Police Department within 11 days after the close of each pay period.

44. It is understood and agreed that during all release time hours, including those for which the City is reimbursed by the POA, the President is required to comply with all applicable departmental and City rules and policies for active duty officers, including attendance at training, maintenance of certifications, and compliance with the substance abuse policy and any applicable departmental Statement of Incompatible Activities. The President will sign a statement to that effect at the commencement of the initial period of release time.

45. As a precondition to providing this release time, the POA agrees to execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the President during any period of release time. This agreement will be executed prior to the start of the release time.

46. The parties acknowledge that qualified POA officials utilizing unpaid union leave may be entitled to receive service credit consistent with Charter Section A8.519.

Section 7. Association.

A. Payroll Deductions

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

48. Effective the first complete pay period commencing after the receipt of dues authorization deduction forms by the Controller and each pay period thereafter, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each POA member described above.

B. Maintenance of Membership

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

C. Agency Fees

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

51. 2. Implementation. An agency fee shall be implemented within representation units or subunits when:

a. Election

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

b. 2/3 Membership

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

c. New Employees

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

55. 3. Service Fee. All police officers of bargaining unit P-1 except as set forth below, shall, as a condition of continued employment, become and remain a member of the Association, or in lieu thereof, shall pay a service fee to the Association. The fair share service fee payment shall be established annually by the Association, provided that such fair share agency service fee will be used by the Association only for the purposes permitted by law. The Association shall give all non-member employees of affected bargaining units written notice of their obligation to either join or pay an agency fee as a condition of employment. After such notice and a time period agreed to by the parties, service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this section shall be grounds for termination. The Association, at its option,

may elect to waive its rights to demand termination and instead utilize judicial process to compel payment.

56. 4. Financial Reporting. Annually, the Association will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Association will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker, not chosen by the Association, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

57. 5. Religious Exemption. Any employee covered by this provision who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to labor union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Association shall be informed in writing of any such requests.

58. 6. Payment of Sums Withheld. Nine (9) working days following payday, the City will promptly pay over to the Association, less the fee for making such deductions, all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying such service fees.

59. 7. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.

60. 8. The provisions above pertaining to agency fee shall be eliminated if and when the United States Supreme Court issues a decision invalidating any right to collect agency fees from public employees.

D. Indemnification

61. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.

Section 8. Bulletin Boards and Distribution of Materials.

62. The Department shall reserve a reasonable amount of space on bulletin boards within police buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation and author, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the Department agrees that identifiable Association literature shall not be removed from said bulletin boards without first consulting with the station, bureau, or unit representative of the Association to determine if the literature should remain for an additional period of time. The Association shall not post literature that is

discriminatory, harassing, or violates City policy or the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.

63. Distribution of Association literature by any Association member shall be done so as not to interfere with or interrupt the performance of official police duties.

Section 9. Lineups.

64. The Association's access to its members following lineups is governed by Appendix A.

# ARTICLE II. EMPLOYMENT CONDITIONS

Section 1. Non-Discrimination.

65. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract, including sworn and non-sworn employees, 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 law.

66. This section is not intended to affect the right of an 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.

67. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the Police Department, the City does not represent individual police officers. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to POA members who are complainants in discrimination cases, as well as to POA members who may be accused of discriminatory conduct.

68. Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.

69. It is understood and agreed that any disciplinary action against an employee that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of Article I, Section 5 of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of the Department or the Police Commission.

70. Paragraphs 65-69 shall be non-grievable except with respect to an asserted violation of paragraph 68.

Section 2. Disabilities.

71. The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans With Disabilities Act ("ADA"), the Fair Employment and Housing Act ("FEHA") and all other applicable federal, state and local

disability anti-discrimination statutes and further agree that this Memorandum will not be interpreted, administered or applied in any manner which is inconsistent with said statutes. The City reserves the right to take any action necessary to comply therewith.

Section 3. Personnel Files.

72. The City shall maintain personnel files for each employee. Employees or their authorized representatives have the right to examine the contents of their master personnel files maintained by the Personnel Division during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the employees' master personnel files without the employees' having acknowledged notice of the adverse comments on the face of the document prior to placement of the comments in the files. Employees may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Chief originating from other sources directly related to their job performance may be placed in employees' master personnel files.

73. Only persons authorized by the Commanding Officer of the Personnel Division may review an employee's master personnel file.

74. This section regarding employee access and authorized review applies to materials contained in files of cases classified as improper conduct in the Management Control Division and EEO Unit after the Chief determines to proceed with disciplinary action. All other access to the files at the Management Control Division and EEO Unit must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction except as provided in subsection D. below regarding sealed reprimands except where access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

75. Formal reprimands without further penalty will not be considered for purposes of promotion, transfer or special assignments after the formal reprimand has been in the employee's personnel file for two (2) years or after the earlier of the two time periods listed below have elapsed:

76. 1. not later than three (3) years from the date the complaint against the officer is filed, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under Public Safety Officers Procedural Bill of Rights Act (POBR); or

77. 2. not later than two (2) years from the notice of the intent to reprimand, absent requests for hearing, appeals, delays requested by the employee or the Union, and the tolling of time periods under POBR.

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

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

Section 4. Rights of Individual Employees.

80. An employee may not be disciplined or subjected to punitive action without written notice of the disciplinary action. The employee is entitled to receive a copy of the charges and material upon which the disciplinary action is based. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

81. The City agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The City is not precluded from imposing suspension and/or termination if the facts so indicate without first imposing lesser forms of punitive action. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

82. The Department shall not subject an employee to examination by the Police Physician without informing the employee of the underlying reasons for the examination. An employee may seek an opinion of another physician of his/her choice and at his/her own expense and submit this supplemental report to the Police Physician. The Police Physician must consider the supplemental information in making a recommendation to the Chief of Police. The employee is entitled to receive a copy of the Police Physician's final recommendation. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician.

Section 5. Access to Records of Department of Police Accountability

83. It is agreed that a complainant's Department of Police Accountability (DPA) complaint form shall be released to the complainant upon request.

84. Notwithstanding any other provision of this Memorandum of Understanding, in the event a DPA investigative hearing is determined to be appropriate and is scheduled, the affected employee and the complainant, prior to said hearing and upon seventy-two (72) hours' advance notice, shall have access to all evidence not deemed to be confidential pursuant to the Police Commission rules. Such access shall consist of inspection of materials and, upon request, copies of materials for use by the employee and the complainant.

85. Review and receipt of evidence shall be permitted only upon the execution by the requesting party and his or her representative of a confidentiality statement approved by the Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.

86. Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the DPA in matters that are not sustained, as well as in those matters which are disposed of by the Chief of Police and do not result in a Police Commission hearing. These reports shall be available for public review and disclosure. Such reports shall not contain the name(s) of the complainant(s) nor of the charged officer(s) nor contain any information which would (a) deprive a person of the right to a fair trial or an impartial adjudication; (b) disclose investigative techniques and procedures deemed confidential by the Police Commission; (c) disclose confidential information when disclosure is prohibited by any law; (d) endanger the life or physical safety of any person, including but not limited to, law enforcement personnel; or (e) result in an unnecessary invasion of the personal privacy of an individual.

87. The DPA, in conjunction with the Police Commission, shall develop procedures which may utilize face-to-face dispute resolution in appropriate cases. Use of these procedures will be voluntary and subject to the veto power of the DPA for the complainant or the affected employee.

88. Disputes regarding this section shall be resolved by utilization of existing rules and regulations and shall not be subject to the grievance and arbitration procedure contained in this Memorandum of Understanding.

Section 6. Physical Fitness Program.

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

Section 7. Temporary Modified Duty Assignments.

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

Section 8. Seniority List.

91. The Department of Human Resources will generate a master seniority list by Civil Service rank and provide it to the Association by January 1st of each year. The Association shall submit objections or requests for adjustments to the seniority list to the Department of Human Resources within ten (10) business days of receipt of the master seniority list.

92. The Department of Human Resources shall consider any objections or requests on their merits and take any appropriate action. An employee's failure to challenge the accuracy of the master seniority list in January does not preclude the employee from making such a challenge at the time the list is being applied to the watch sign-up.

Section 9. Trading Privileges.

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

Section 10. Watch Sign-Up.

94. A. Employees assigned to a station or unit shall be assigned to watches according to a semi annual seniority sign-up.

B. Rules of the Sign-Ups.

95. Each unit/station will conduct two (2) seniority sign-ups per year as follows:

96. 1. The Chief of Police, or designee, will determine the size of each watch in advance of the sign-up.

97. 2. Employees will sign up for their choice of watch in order of seniority. The Commanding Officer, or designee, shall determine assignments.

98. 3. The results of the Sign-Up will take effect on the first day of the first pay period in the months of March and September of each year of this MOU.

99. 4. The Sign-Up period will commence thirty (30) calendar days prior to the first day of the first pay period in the months of March and September of each year of this MOU.

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

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

C. Transfers Between Stations.

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

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

D. Applicability of the Watch Sign-Ups.

104. 1. The seniority watch sign-up process will apply to assignments and watches as determined by the Chief of Police, or designee.

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

106. E. The District Station Commanding Officers, with the approval of their Deputy Chief, shall have the authority to assign up to fifteen percent (15%) of sworn personnel under their command to meet operational needs, without regard to seniority at each station including the Airport Patrol Division, for purposes of filling specialized and staff positions (i.e., permit investigation officer, plain-clothes cars, special duty or community relations officer) but not limited to them, when it is necessary to have an individual assigned to a special unit which requires experience or other articulable qualifications possessed by the employee to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.

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

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

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

110. 3. At the request of an employee impacted by unforeseen conditions requiring a change in his/her watch occurring after one of the two watch sign-ups per year, the Commanding Officer may reassign the employee to another watch based on the needs of the Department.

111. G. For shift bidding and vacation bidding Departmental seniority will be utilized. Departmental seniority is the employee's original start date (i.e., beginning of employment with the Department or date of promotion to new rank).

H. Solo Motorcycle Officers.

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

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

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

115. 3. Any Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-2 list. Any officer filling a vacancy from the P-2 list shall remain in that assignment until the next seniority sign-up, when he/she shall participate in the seniority sign-up process. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.

116. 4. Employees shall not be on the Solo Motorcycle transfer list while currently assigned to a Solo Motorcycle Unit.

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

Section 11. Vacation Sign-Up.

118. When using discretionary time-off, employees shall use accrued EH (Equivalent Holiday), FH (Floating Holiday), and/or PE (Physical Fitness Time) prior to using accrued VA (Vacation) and/or OU (Overtime Use). Employees who have reached maximum vacation time accrual limits are exempted from the application of this section.

119. Employees at each station or unit shall, by watch, sign up by seniority for vacation on an annual basis prior to the first full pay period in March of each year but in all cases after the first watch sign-up in any calendar year. After the date of this vacation sign-up, no employee's scheduled vacation may be displaced by a subsequent request by a more senior employee. An appropriate and sufficient number of vacation slots shall be made available so that all employees on a given watch may exercise their vacation rights.

120. Additionally, time shall be provided on such vacation sign-up to allow employees, by reverse seniority, to sign up for one week of compensatory time-off.

121. If an employee is transferred from one station or unit to another by Department action, his or her vacation choice shall continue. If an employee transfers to another station or unit by his or her request, the employee's choice of vacation may be forfeited based on staffing needs at the new assignment.

Section 12. Filling Vacancies.

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

Section 13. Non-Emergency Special Event Assignments.

123. This Department is frequently called upon to provide police services for one-time special events such as, but not limited to, parades, marathons, community festivals, and bicycle races. These events take place on City streets and usually require large numbers of police officers.

124. In order to minimize the impact on the Department's ability to provide police services at the district stations, it is necessary to utilize off-duty personnel to augment the normal complement of officers assigned for duty on the day of the event.

125. The Department shall determine the number of officers that are needed to police the special event and utilize the following:

126. 1. On-duty personnel working their regular watch who can be spared from normal police duties within the district.

127. 2. Officers Working EWW. This group will include officers working beyond their normal tour of duty and officers working their normal watch off.

128. An employee's regular watch shall not be changed more than three (3) hours to avoid the payment of overtime in the policing of an event of this sort except that management may adjust regular watches up to seven (7) hours for July 4th, October 31st, and December 31st without incurring overtime costs.

129. Specialized units in the Department (Tactical, Solos, Hondas, etc.) are an exception to this policy in that the very nature of their assignment requires flexible scheduling. EWW will be used for these units only if policing the event requires additional manpower beyond their normal operating complement.

130. Employees who are called in to work during their normal watch off pursuant to this Section shall be granted a minimum of four (4) hours' pay (or compensatory time-off pursuant to Article III., Section 2 of this Agreement) at the applicable rate or shall be compensated for all hours actually worked at the applicable rate, whichever is greater. The Department will make every reasonable effort to call-in only those employees whose service is necessary for the special event, and shall release employees when their service is no longer reasonably required.

131. Before preparing any operations order, District Station Commanding Officers shall confer with the Chief's designee as to whether or not this Special Order covers a specific event scheduled to occur within their district.

Section 14. Meals and Breaks During Demonstrations.

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

133. The Department shall assure that employees have reasonable access to restroom facilities during special events where active duty thereat continues for more than four (4) consecutive hours.

Section 15. Courtesy Parking System for Court Attendance.

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

Section 16. District Station Parking.

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

Section 17. Code Book.

136. The Department shall post a complete set of Code Books and Department Orders on the Department's intranet. The posting shall include, but not be limited to, the following: Penal Code, Police Code, Vehicle Code, Park Code, Health Code, Fire Code, Training Bulletins, Information Bulletins, Special Orders, and General Orders. The Department shall also keep one complete set of Code Books and Department Orders in each station's equipment room for use by all employees through the station keeper or his/her designee.

Section 18. Employee Training Reimbursement Program.

137. The City will contribute five thousand dollars ($5,000) annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU.

138. Subject to available monies, an employee may submit a request for tuition reimbursement up to five-hundred dollars ($500) during each fiscal year.

Section 19. Canine Ownership.

139. The officer/handler of a canine that will be retired from duty may submit a request for ownership to the Department where all of the following conditions are met:

1. The Department owns the canine;
2. The officer/handler informs the Department of his/her interest in owning the canine in writing at least 14 business days before the canine's retirement; unless the canine is retired on shorter notice, in which case the officer/handler shall provide notice as soon as reasonably possible.
3. The officer/handler signs a waiver and hold harmless agreement provided by the Department and approved by the City Attorney's Office;
4. The officer/handler agrees to accept immediate and complete ownership and control of and financial and other responsibility for the retired canine effective the retirement date;
5. The officer/handler agrees to cooperate with the Department in effecting the transfer.

140. Notwithstanding the above, the Chief of Police, at his/her sole discretion, may prohibit the transfer of ownership of any retired canine.

Section 20. Recruitment.

A. Lateral Signing Bonus

141. Laterally hired employees (i.e., fully sworn peace officers hired through the Lateral Entry Program) shall receive a $2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of the FTO program, and a $2,500 signing bonus that shall be paid within 30 days after the employee's successful completion of his/her probationary period as a Police Officer, if the employee is still employed at the time the signing bonus is due to be paid.

142. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

B. Recruitment Committee

143. The City and the Union agree to form a joint labor-management committee to improve the City's recruitment of highly-qualified police officers. The committee will include representatives from Police Department management, the POA, and the Department of Human Resources. For fiscal

year 2006-07 and thereafter, the Police Department will receive an annual allocation of $250,000 to fund committee activities, programs and expenses. These funds may be used to develop enhanced recruitment and marketing programs, applicant preparation activities, and innovative new recruitment and hiring strategies. These funds may also be used for cultural competency and other training for new and experienced officers through City University or similar resources.

Section 21. Sergeants Rotation Pilot Program.

144. The parties have agreed to discuss the creation of a Sergeants Rotation Pilot Program.

145. The parties further agree to discuss this program in the interest of promoting career development for all sergeants. The City will only implement the program upon the mutual agreement of the parties.

Section 22. Health & Safety Committee.

146. The parties agree to convene a Health & Safety Committee bi-annually to discuss health and safety issues and potential updates to the Department's "Injury and Illness Prevention Program."

Section 23. Substance Abuse Testing.

147. It is the policy of the City and County of San Francisco to maintain a safe, healthful and productive work environment for all employees. To that end, the City will act to eliminate any substance abuse. Substance abuse may include abuse of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job.

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

A. Mandatory Testing

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

150. 1. Prior to the expiration of a newly hired employee's twelve (12) month probationary period.

151. 2. For employees being promoted to a higher rank, prior to the effective date of promotion.

152. 3. Prior to return from:

153. a.) medical leaves of absence in excess of thirty (30) calendar days, and

154. b.) unpaid leaves of absence in excess of ninety (90) calendar days.

155. 4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.

156. 5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.

157. 6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening. An "injury requiring transport for medical treatment" is an injury that results in the medical transport by ambulance of any person involved in the accident from the accident scene; or an injury to any person involved in the accident where that person declines transport by ambulance from the accident scene against medical advice (also known as "AMA"). If testing is required under this section, the SFPD shall direct the involved SFPD vehicle operator to undergo testing within twelve (12) hours of the time of the accident, and shall conduct testing of the involved SFPD vehicle operator within twenty four (24) hours of the time of the accident. If testing is not directed and conducted within these time periods (assuming no interference by the SFPD vehicle operator that delays the SFPD's directive or testing), testing of the involved SFPD operator is not required or permitted under this paragraph.

B. Reasonable Suspicion

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

159. 1. Examples of situations in which there may be reasonable suspicion include but are not limited to:

160. a. A pattern of documented abnormal or erratic behavior;

161. b. The direct observation of drug or alcohol use; or a report by a reliable and credible source that an employee has engaged in drug or alcohol use, the identity of which source shall be available to the employee and the Union;

162. c. The presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes, etc.); or

163. d. A work-related incident in conjunction with other facts which together support reasonable cause.

C. Employee Responsibilities

164. An employee must not:

165. 1. report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;

166. 2. possess or use, or have the odor of alcohol or drugs on his/her breath during working hours; or

167. 3. directly or through a third party sell or provide drugs or alcohol to any person or to any other employee while either employee is on duty or on paid stand-by.

168. An employee must:

169. 1. submit immediately to requests for alcohol and/or drugs analysis when requested by an authorized representative of the department director, or designee, and may request union representation;

170. 2. notify his/her supervisor before operating City equipment when taking any medications or drugs, prescription or non-prescription, which may create an unsafe or dangerous situation for the public or the employee's co-workers, including but not limited to Valium, muscle relaxants, and painkillers; and

171. 3. provide, within 24 hours of request, a current valid prescription in the employee's name for any drug or medication identified when a drug screen/analysis is positive.

D. Management Responsibilities and Guidelines

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

173. 2. The Department may request that an employee submit to a drug and/or alcohol analysis when a manager or supervisor has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol.

174. 3. Managers and supervisors shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

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

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

177. 6. One of the supervisory employees who made the reasonable suspicion determination shall inform the employee of the requirement that he/she undergo testing in a confidential manner.

# ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

178. Employees shall receive the following base wage increases:

July 1, 2018 – 3%
July 1, 2019 – 3%

Effective July 1, 2020, represented employees will receive a base wage increase of 2%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds $200 million, then the base wage adjustment due on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021.

Effective January 1, 2021, represented employees will receive a base wage increase of 1%, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds $200 million, then the base wage adjustment due on January 1, 2021, will be delayed by six (6) months and be effective close of business June 30, 2021.

B. Probationary Period and Step Advancement

1. Probationary Period

179. A Class Q-2 officer shall be required to complete a 12-month full duty probationary period that shall begin the day following completion of the prescribed department field training officer program.

180. Except as specified in this section, the time to complete the required 12-month full duty probationary period shall be extended, for a period not to exceed 126 weeks from the date of appointment by: (1) the total time of absence for all periods of unpaid authorized leave; (2) all periods of disciplinary suspension; (3) all periods of sick leave, with or without pay; and (4) all periods of administrative assignments pending the results of administrative investigations.

181. The time to complete the required 12-month full duty probationary period shall be further extended for all periods of temporary modified duty or disability leave. Such extension may not exceed 52 weeks and, except as provided below, the total time to complete the required 12-month full duty probationary period shall not exceed 178 weeks from the date of appointment.

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

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

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

2. Subsequent Step Advancement

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

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

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

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

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

C. <u>Lateral and Current Permanent City Employees Step Plan and Salary Adjustments</u>

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

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

Section 2. Overtime and Compensatory Time-Off.

A. Overtime

192. The Chief of Police or designee may require employees to work longer than the normal work day or longer than the normal work week. Any time worked by an employee who holds a permanent rank below the rank of Captain under proper authorization of the Chief of Police or his/her designated representative or any hours suffered to be worked by an employee who holds a permanent rank below the rank of Captain in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate. Vacation leave and Legal Holidays shall be considered hours worked for overtime purposes. Mandatory, unscheduled overtime shall be calculated at the one-and-one-half (1.5) overtime rate.

193. The parties acknowledge that, for purposes of calculating overtime payable under the Fair Labor Standards Act (FLSA), 29 USC Section 207k, the work period for all sworn members is a 28-day period (171 hours). The implementation of the FLSA work period for all sworn members began at 0001 hours on Saturday, April 12th 1986 and continues to repeat each 28 days thereafter.

194. The parties further acknowledge that Captains are exempt from the application of the FLSA as permitted by 29 USC Section 213.

195. Captains are frequently required to work in excess of forty (40) hours per week to perform the job duties of their positions. In recognition of this work requirement, Captains will receive an eight percent (8%) wage increase in lieu of earning overtime or compensatory time off. Lieutenants on a "like work, like pay" Captain assignment will not be eligible for overtime. This provision shall not preclude Captains from compensation as defined in Section 10B of the Administrative Code.

196. Employees shall not be eligible for 10B overtime assignments during hours on SP, VA, FH, In-Lieu, or DP.

B. Compensatory Time-Off

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

198. a. Employees may not accrue more than 480 hours of compensatory time-off. Employees with more than 480 hours of compensatory time-off as of July 1, 2003 may not accrue additional compensatory time-off until and unless their compensatory time-off balances fall below 480 hours.

199. b. Effective June 30, 2010, employees may not accumulate a balance of compensatory time in excess of 300 hours. Any employee who has a compensatory time balance in excess of 300 hours on June 30, 2010, may maintain his or her compensatory time balance, but will not accrue any additional compensatory time until the balance drops below 300 hours.

200. c. Captains with existing compensatory time off balances in excess of 480 hours as of June 30, 2003 may continue to carry such balances provided that such balances may not exceed 1500 hours as of June 30, 2005, and 1300 hours as of June 30, 2007. For those occupying this rank, compensatory time-off balances in excess of these amounts on the dates set forth shall be forfeited. Captains newly hired or promoted into such ranks on or after July 1, 2003 may not accrue more than 480 hours of compensatory time-off.

201. d. Effective July 1, 2008, an employee that is promoted to a higher rank shall have his or her compensatory time balances paid out at the lower rank prior to promotion; however, at his/her option, he/she may maintain up to 80 hours accrual.

202. e. The City has the right to pay off accrued compensatory time off above 480 hours at its discretion, so long as such a pay off is uniform, by percentage, as to all employees within one of the four bureaus (i.e., FOB, Admin., Investigations, Airport).

203. 2. Employees shall provide the Department with 72 hours notice when requesting use of compensatory time-off. Compensatory time-off requests shall not be denied, except in writing when use of compensatory time-off will unduly disrupt operations or when an employee fails to provide 72 hours notice.

Section 3. Holidays.

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

| | |
|---|---|
| New Year's Day | Fourth of July |
| Martin Luther King, Jr.'s Birthday | Labor Day |
| Indigenous Peoples Day & Italian American Heritage Day | Thanksgiving Day |
| Veteran's Day | The Day after Thanksgiving |
| Presidents' Day | Christmas Day |
| Veteran's Day | Four (4) floating holidays each |
| Memorial Day | fiscal year |

205. In addition, included shall be any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States.

206. The above floating holidays are to be taken on days selected by the employee subject to the approval of the Department which shall not be unreasonably withheld. No compensation of any kind shall be earned or granted for floating holidays not taken. Floating holidays received in one fiscal year but not used may be carried forward to the next succeeding fiscal year. The number of floating holidays carried forward to a succeeding fiscal year may not exceed the total number of floating holidays received in the previous fiscal year. Floating holidays may be taken in hourly increments up to and including the number of hours contained in the employee's regular shift.

207. B. Employees who are required to work on any of the above-listed holidays, except floating holidays, shall receive additional compensation at the rate of time-and-one-half, or compensatory time at the rate of time-and-one-half at the employee's option pursuant to Article III., Section 2 of this Agreement.

208. C. Employees working a work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

209. D. If the provisions of this section deprive any employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

210. E. This section shall not modify existing holiday compensation practice.

Section 4. Premiums.

211. There shall be no pyramiding of premiums in this section (i.e., each premium shall be calculated against the base rate of pay). Premiums shall be provided to employees as follows:

A. Acting Assignment Pay (Like Pay for Like Work)

212. Eligibility for acting assignment pay will be determined as follows:

213. a. If the senior ranking member on duty, commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by an employee in the next lower rank, the employee temporarily filling that position shall be compensated at the salary of the rank being filled for the time worked in that temporary position, provided that no member holding the temporarily filled rank is working in the assigned unit on the same watch (i.e., double day). The employee beginning the acting assignment cannot be displaced

by a more senior employee of the same rank who begins their shift after the acting assignment has begun.

214. b. Captains who are required to perform duties of the next highest rank are not entitled to receive acting assignment pay compensation unless they receive prior approval from the Deputy Chief of the employee's respective bureau. If the Deputy Chief of the employee's respective bureau determines a position is to be filled temporarily by an employee in the next lower rank, the employee filling that position shall be compensated at the salary of the rank being filled for the time worked.

215. c. The employee filling a position must be permanent. Absent the commanding officer being able to articulate specific reasons for not selecting the senior employee, seniority in rank shall control. The Chief of Police, or designee, however, may designate officers (including commissioned officers), to temporarily fill vacancies caused by officers in the next highest rank who are off on long term leave status or have retired.

216. d. For the midnight hours (i.e., 0100 and 0500 or 0200 and 0600) when no Lieutenant is scheduled to work, the Sergeant assigned to fill the Lieutenant position pursuant to subsection a will be compensated at the Lieutenant rate. No Police Officer, however, will be permitted to fill the position of the Sergeant serving as a Lieutenant.

217. e. An employee entitled to receive acting assignment pay compensation must complete a "Compensation Request/Equal Pay" (SFPD 319) card for the hours actually worked and submit the card to Payroll by the end of the pay period.

218. f. The completed card must include the name and rank of the person replaced, if any, the beginning and ending dates and times of the acting assignment pay status and the actual dates circled on the back of the card or in accordance with any automated or alternative procedures established by the Police Department.

219. g. Upon designation by the Chief of the Department that an assignment shall be for longer than thirty (30) calendar days, the employee performing the duties of a higher rank shall receive the compensation of the higher rank for the duration of the assignment (including paid leave).

220. All of the above conditions must be met before acting assignment compensation can be approved. In the normal absence of a superior officer, the senior ranking officer on duty will be in charge, but will not be expected to perform the duties of the higher rank.

B. Field Training and Training Unit Coordinator Pay

1. Field Training

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

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

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

2. Training Unit Coordinator Pay

223. Employees assigned to Training Unit Coordinator responsibilities shall receive $125.00 per pay period.

224. Employees shall no longer receive compensatory time-off for Training Unit Coordinator responsibilities. Field Training and Training Unit Coordinator Pay shall not be included for purposes of retirement benefit calculations or contributions.

C. Bomb Squad/SWAT Team Pay

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

D. Specialist Pay

226. An employee designated as a Specialist and assigned to the Specialist Team shall receive a premium of three percent (3%) biweekly. This premium shall not be included for purposes of retirement benefit calculations or contributions. Specialists are subject to changes in watches and assigned work locations for operational reasons. The number of Specialist positions available per shift or location shall be determined by the Chief or his/her designee.

E. Motorcycle Pay

227. Employees below the rank of captain assigned to Motorcycle and Honda units shall continue to receive a premium in an amount in accord with current practice pursuant to Charter

Section A8.405(b). It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees below the rank of captain assigned to Motorcycle and Honda units covered by this Agreement and shall be included for purposes of retirement benefit calculations or contributions.

F. Peace Officer Standards Training (POST) Certificate Pay

228. 1. Active officers who obtain sufficient education and experience to meet the minimum qualifications of the ranks containing a POST certificate requirement shall be appointed to such ranks within thirty (30) days after they present to the Appointing Officer evidence that they possess the POST certification required for the rank as follows:

| Rank | Basic | Intermediate | Advanced |
|---|---|---|---|
| Police Officer | Q-2 | Q-3 | Q-4 |
| Assistant Inspector | Q-35 | Q-36 | Q-37 |
| Sergeant | Q-50 | Q-51 | Q-52 |
| Inspector | 0380 | 0381 | 0382 |
| Lieutenant | Q-60 | Q-61 | Q-62 |
| Captain | Q-80 | Q-81 | Q-82 |

229. A. Effective July 1, 2018, the rate of pay for the rank requiring intermediate POST shall be 5% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 7% higher than the rate of pay for the rank requiring basic POST.

230. B. Effective July 1, 2019, the rate of pay for the rank requiring intermediate POST shall be 6% higher than the rate of pay for the rank requiring basic POST. The rate of pay for the rank requiring advanced POST shall be 8% higher than the rate of pay for the rank requiring basic POST.

231. 2. It is the mutual understanding of the City and the Association that the compensation attached to those ranks for which a POST certificate is required is not an increase in the general rate of remuneration for the ranks or positions of Q-2, Q-35, Q-50, 0380, Q-60 and Q-80, within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

232. Should any retiree or other party initiate litigation challenging this mutual interpretation, and the mutual intent of these parties, and seek to obtain an adjustment of allowances for any Police Department retirees pursuant to the Charter of the City and County based upon this Agreement, the SFPOA shall fully support the defense of such claims by the City and County, and shall take appropriate legal steps to intervene in, and become party to, such litigation and in such litigation will fully support the mutual intention of the parties as described in this Agreement.

233. The parties and each and every individual employee specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by superior court or court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an adjustment of their allowances as a result of the establishment of these ranks, then the Agreement which created these ranks and set a new base rate for such ranks to be included within the rate of remuneration for pension calculation purposes shall be null and void, and shall cease immediately. If such a judgment issues, the parties further hereby agree that the base pay rate and premium of each appointee to these ranks shall retroactively revert to the then current base rate of pay and to the premium eligibility provided by the Memorandum of Understanding prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such officers as if this agreement had never been in effect. Provided, however, that if such a recalculation should occur, no bargaining unit employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies which they had received between the effective date of their appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meeting and conferring in order to reach agreement on alternative benefits

G. Retention Pay

234. Employees who possess an intermediate POST certificate or higher and have completed the requisite years of service as a sworn member of the Department or Airport Bureau shall receive the following retention pay:

235. Effective July 1, 2018, eligible employees shall receive:

| Years of Service | Premium Incremental (Cumulative) |
|---|---|
| 23 | 2% |
| 30 | additional 4% (6% total) |

236. Effective July 1, 2020, eligible employees shall receive the following retention pay, except that if the March 2020 Joint Report, prepared by the Controller, the Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2020-2021 that exceeds $200 million, then the increase in retention pay on July 1, 2020, will be delayed by six (6) months and be effective the pay period including January 1, 2021:

| Years of Service | Premium Incremental (Cumulative) |
|---|---|
| 10 | 1% |
| 15 | additional 2% (3% total) |
| 20 | additional 2% (5% total) |
| 25 | additional 2% (7% total) |

237. Eligibility for retention pay is subject to the following conditions and limitations:

238. a. employees must have worked and continue to work (regular paycode 'WK') not less than seventeen-hundred (1,700) hours in an on-going, consecutive (rolling) twelve (12) month period;

239. b. employees that have been issued a suspension of eleven (11) or more days during the preceding twelve (12) months shall not be eligible; and

c. employees must have a POST intermediate certificate or higher.

240. Retention pay shall be included for purposes of retirement benefit calculations and contributions as permitted by the Charter. It is the parties' understanding that this benefit is part of the salary attached to all ranks for employees who completed the above defined conditions.

H. Experienced Officer Incentive Pay

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

242. 1. Night duty assignments are defined as 2100-0700 hours (9:00pm-7:00am);

243. 2. The premium shall be limited to the Patrol Division of the Airport Bureau and to night duty field assignments in FOB District Stations. (Station duty and station keeper assignments shall not be eligible for Experienced Officer Incentive Pay);

244. 3. Only the ranks of police officer (Q2-Q4) and sergeant (Q50-Q52) shall be eligible to receive Experienced Officer Incentive Pay;

245. 4. If the senior officer on a watch is off-duty, then the next senior officer with twenty-three years or more of service shall be eligible;

246. 5. Employees that have been issued a suspension (whether the suspension was served or held in abeyance) in the three years immediately preceding shall not be eligible;

247. 6. Experienced Officer assignments shall be for a minimum of twelve (12) months;

248. 7. Employees shall only receive Experienced Officer Incentive Pay for actual hours worked.

249. In accordance with the provisions of Charter Section A8.597-1, this premium shall be included for purposes of retirement benefit calculations and contributions. This amount is not considered

"salary attached to the rank" as defined by Charter Sections A8.595-1, A8.559-1, A8.558 and A8.544.

I. Night Shift Differential

250. Night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.

J. Bilingual Pay

251. Bilingual pay, in the amount of eighty dollars ($80) biweekly, shall be paid to employees who have been certified by the Department of Human Resources as having proficiency in translating to and from one or more foreign languages, as designated by the City, including sign language for the hearing impaired and Braille for the visually impaired. Upon the approval of his/her supervisor, and subject to Department of Human Resources guidelines, the employee shall receive such pay when they are required to utilize such skills. Bilingual pay shall not be included for purposes of retirement benefit calculations or contributions. Effective January 1, 2019, at the City's discretion, an employee may be required to recertify not more than once annually in order to continue receiving the pay.

Section 5. Other Pays.

A. Canine Duty

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

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

B. Standby Pay

254. Employees, who as part of the duties of their positions are required by the Chief of Police or designee to be on standby when normally off duty and to be instantly available to return to work to perform their duties, shall receive pay at the rate equivalent to two (2) hours of their regular rate of pay for each assignment that begins on a regularly assigned work day, and three (3) hours of their regular base rate of pay for each assignment that begins on a regularly scheduled day off. The duration of the assignments shall be determined by the Chief of Police or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.

255. Standby pay shall not be allowed in the classes or positions whose duties are primarily administrative in nature, as designated by the Chief of the Department. Standby premiums shall not be included for purposes of retirement benefit calculations or contributions.

C. Call-Back Pay

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

D. Court Appearance Pay and Administrative Hearings.

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

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

b. Scheduled-to-Work Status.

259. 1. Employees appearing for court less than one hour prior to the beginning of their scheduled watches will receive one (1) hour of court appearance premium pay.

260. 2. Employees appearing for court more than one (1) but less than two (2) hours prior to the beginning of their scheduled watches will receive two hours of court appearance premium pay.

261. 3. Employees appearing for court more than two (2) hours, but less than three (3) hours prior to the beginning of their scheduled watches will receive three (3) hours of court appearance premium pay.

262. 4. Employees who appear for court during the morning session and are scheduled to start work at 1200 hours will be entitled to a minimum of three (3) hours of court appearance premium pay regardless of the time indicated on the subpoena. No court appearance premium pay will be allowed for an employee's meal period.

263. 5. Employees appearing for court for more than three (3) hours will receive court appearance premium pay on an hour for hour basis when off-duty during the entire period. No court appearance premium pay will be allowed for an employee's meal period.

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

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

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

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

268. e. Civil Court. Compensation requests for civil court appearances in which neither the City nor the Department is a party will be processed, reviewed, and certified by the Accounting Section of the Fiscal Division. These requests must be sent to the Accounting Section along with a copy of the subpoena and the record of Civil Court Appearance (SFPD 203) approved by the requesting employee's commanding officer. Employees will receive a court appearance pay on a half-hour for half-hour basis.

269. The Legal Division will review and approve overtime requests for civil cases in which the City or Department is a party. If approved, compensation shall be awarded on a half-hour for half-hour basis.

270. f. Administration Hearings. Any employee who, as part of his/her assigned duties, is required to appear at any administrative hearing while off duty shall receive court appearance pay for time actually spent, or shall receive two (2) hours of court appearance pay whichever is greater.

271. g. Employees on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance pay only when their appearance occurs on a date(s) for which the employee had a previously approved vacation request for 40 hours or more that predated the

service of the subpoena. In all other cases, employees will be compensated only as provided by the current Department Bulletin on the subject of court compensation.

272. h. Any court appearance pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

Section 6. Uniform and Clothing Allowance.

273. Employees shall receive, as part of their regular rate of pay, one thousand one hundred dollars ($1,100) per year as an annual uniform allowance.

274. In exchange for this additional compensation, employees shall be responsible for the maintenance, care and replacement of the following standard uniform items: shirts, pants, shoes, BDUs and regular raingear.

275. Newly hired recruit officers shall not be entitled to the annual uniform allowance for the first year of service. Such recruit officers shall continue to be supplied with an initial set of uniforms.

276. Other safety equipment and uniform items, including specialized raingear and boots worn by the Mounted Unit, Solo Motorcycles and Park and Beach Unit, shall continue to be issued by the Department. Uniform items purchased by employees shall meet all specifications as provided by the San Francisco Police Department. The specifications for uniform items to be purchased by employees follows as Appendix B.

277. Also in exchange for the annual uniform allowance, employees shall assume all costs of maintenance, repair and damage to the standard uniform items, including damage or repair to normal business attire worn by inspectors and other non-uniformed sworn employees. Employees shall be prohibited from filing personal property claims under General Order 3.15 for these items of clothing. The annual uniform allowance is provided specifically for employees to purchase the above listed standard uniform items. Employees shall, at all times, maintain a sufficient quantity and quality of uniform items to meet uniform and grooming standards at all times.

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

Section 7. Health and Dental Coverage.

279. If fifty percent plus one (50%+1) of the employees covered under the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a change to their contribution model for employee dental premiums or health insurance premiums, with the change to be effective July 1, 2019, for calendar year 2020, then the City and the POA will reopen the MOU on dental or health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. The parties will complete reopener negotiations and

impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), by no later than August 15, 2019.

A. Employee Health Coverage.

280. Except as provided below, the City shall contribute annually for employee health benefits, the contribution required under the Charter.

281. Except as provided below, in addition, the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).

B. Dependent Health Coverage.

282. Except as provided below, the City shall contribute the greater amount of $225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

C. Health Coverage Effective January 1, 2015

283. 1. If, by July 1, 2014, the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a contribution model for employee health insurance premiums based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), to be effective January 1, 2015 (for calendar year 2015 and thereafter), then effective January 1, 2015 the City shall contribute toward the health premiums for enrolled POA members the same percentage described in the PEC Percentage-Based Contribution Model, for the applicable health insurance plan, unless the City and the POA mutually agree to a different Percentage-Based Contribution Model. If the PEC and the City do not agree by July 1, 2014 to a new Percentage-Based Contribution Model to be effective January 1, 2015, then the City and the POA will reopen the MOU on health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. Reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), will be completed by no later than August 15, 2014.

284. 2. To ensure that all employees enrolled in health insurance through the City's Health Service System (HSS) are making premium contributions under a 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 a Percentage-Based Contribution Model is less than the "average contribution" for the City's HSS members, as established under Charter section A8.428(b) (Average Contribution), then, in addition to the City's contribution, the employee's health insurance premium contribution shall be deemed to apply to the annual Average Contribution. The parties intend that the City's contribution toward premiums for members' health care should not exceed the amount established under Percentage-Based Contribution Model.

285. 3. Upon implementation of new contribution rates effective on January 1, 2015, Article III., section 8.C shall supersede Article III., sections 8.A and 8.B, and those sections will no longer be effective.

286. D. The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purposes of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

E. Dental Coverage.

287. The City shall continue to provide dental benefits at the existing level.

287a. Effective July 1, 2011, 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.

288. F. Employees shall be permitted to choose which available City plan they wish to participate in.

289. G. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.

H. Hepatitis B Vaccine.

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

I. Annual Tuberculosis Screening.

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

J. Employee Assistance Program.

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

Section 8. Retirement.

A. Mandatory Employee Retirement Contribution.

293. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. The parties acknowledge that said contributions satisfy the

requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.

294. Notwithstanding paragraph 293. above, the parties agree to further extend employee cost sharing by increasing the retirement contribution for all employees by three percent (3%) for the two-year period beginning July 1, 2011 and ending June 30, 2013. As of July 1, 2013, the parties agree to effectuate any applicable cost sharing provisions of a Charter amendment initiated by the Mayor, approved by the Board of Supervisors, and approved by the voters in the November 2011 election.

295. If the majority of City & County of San Francisco employees agree to an employee contribution to fund retiree health benefits, the parties agree to reopen the MOU on the subject of an employee contribution to fund retiree health benefits. This reopener is subject to the impasse resolution procedures as set forth in Charter Section A8.590-1 et seq.

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

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

D. Pre-Retirement Planning Seminar and Retirement Ceremony.

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

Section 9. Wellness Programs.

A. Wellness Program.

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

300. 1. Employees must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours.

301. 2. Once an employee has established their core bank of sick leave hours (as provided in (a) above) they shall be entitled to an annual conversion of sick leave hours for cash out payment under the above conditions. If an employee utilizes thirty (30) hours or less of sick leave in a fiscal year, they shall be entitled to cash out up to fifty (50) hours accrued during that fiscal year. If an employee utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

302. 3. Payment of the cash out shall take place on annual basis on the pay period closest to June 1 for each remaining fiscal year of this Agreement.

303. 4. The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.

304. 5. This program shall be suspended for Fiscal Years 2009-2010 and 2010-2011.

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

305. A full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation. To be eligible, an employee must have utilized one hundred and sixty (160) hours or less of sick leave during the final two-year period prior to retirement. Sick leave hours donated to catastrophic sick leave bank(s) or used for authorized bereavement leave according to the Civil Service Rules shall not be considered sick leave utilization for purposes of this paragraph.

306. The amount of this payment shall be equal to two percent (2%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation and shall be compensated pursuant to those Rules.

307. Example of Calculation

Employee A retires with 20 years of service.
Employee A has a sick leave balance of 500 hours.
Employee A has a base salary rate of $25.00 per hour at the time of separation.

Wellness Incentive = 2% for each year of service x 20 years of service = 40%
40% x 500 hours = 200 hours.
200 hours x $25 (base salary at time of separation) = $5,000

308. The number of hours for which an employee may receive cash payments shall not exceed one thousand forty (1040) hours, including any vested sick leave.

309. A wellness incentive bonus payment shall not be considered as part of an employee's compensation for the purpose of computing retirement benefits or retirement contributions.

310. The beneficiaries of employees who are killed in the line of duty, whose names are engraved on the Memorial Wall of the SFPD Hall of Justice, shall receive payments provided by the wellness incentive program.

311. The Pilot "wellness incentive program" to promote workforce attendance shall sunset on June 30, 2019.

Section 10. Paid Sick Leave Ordinance.

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

Section 11. Emergency Child Care Reimbursement Pilot Program

313. The Department will allocate up to fifty thousand dollars ($50,000) annually for an Emergency Child Care Reimbursement fund. Under this policy, a child is defined as a natural or adopted child of the member under the age of 18. Employees who are held over for mandatory overtime, called back to work, or held over beyond their scheduled watch will be eligible to receive reimbursement up to twenty-five dollars ($25) per each 30 minutes up to a maximum of one hundred dollars ($100) per incident based on the employee's certification verifying the dates, times, and expense incurred. Reimbursement shall not exceed six incidents per employee. This pilot program will sunset on June 30, 2021.

Section 12. Parental Release Time

314. An employee who is a parent of or has unpaid child rearing responsibility for one or more children attending K-12 school or a licensed child care facility shall be granted up to two (2) hours of paid Parental Release Time per six (6) month period (i.e. July 1 to December 31; January 1 to June 30) to participate in parent-teacher conferences.

315. In addition, employees are allowed up to forty (40) hours of unpaid Parental Release Time per fiscal year, not exceeding ten (10) hours in any calendar month, to participate in the K-12 school or licensed child care facility activities of any child of the employee or for whom the employee has unpaid child rearing responsibilities. Employees may use accrued vacation, compensatory time off, or floating holidays for this unpaid Parental Release Time.

316. Unused Parental Release Time hours do not roll over.

317. To qualify for either paid or unpaid Parental Release Time, the employee must follow the Department's time off approval process and give reasonable notice to his/her immediate supervisor before taking the time off. The employee must provide written verification from the school or licensed child care facility that he/she participated in a parent teacher conference (for paid Parental Release Time) or school/child care related activities (for unpaid Parental Release Time) on a specific date and at a particular time, corresponding to the time off.

318. The Department may deny a request for Parental Release Time if the request is untimely or for operational needs. Request will not be unreasonably denied. Denials of requests for Parental Release Time under this section are not subject to the grievance procedure under this Agreement.

Section 13. Flexible Watch Assignment Committee

319. The City shall establish a Joint Labor-Management Committee to study a Flexible Watch Assignment Pilot Program. The Committee shall convene no later than November 1, 2018. The Committee shall discuss the possibility of establishing a Flexible Watch Pilot Program. The Committee shall be comprised of up to ten members: five Department representatives and five Association representatives. A Department representative and an Association representative shall jointly chair the Committee. The Committee shall conclude its research and issue a written report with recommendations on the feasibility of creating a Flexible Watch Assignment Program to the Chief of Police by May 30, 2019. The City will provide release time to the Association members to attend Committee meetings.

# ARTICLE IV. SCOPE

Section 1. Severability.

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

Section 2. Duration.

321. This Agreement shall be effective upon ratification and shall be effective from July 1, 2018 through June 30, 2021.

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

_____ day of _____, 2018.

FOR THE CITY

8/27/18

Micki Callahan Date
Director, Human Resources Department

8/17/18

Carol Isen Date
Employee Relations Director

APPROVED AS TO FORM:
Dennis Herrera, City Attorney

8/29/18

Katharine Hobin Porter Date
Chief Labor Attorney

FOR THE ASSOCIATION

8.14.18

Tony Montoya Date
President, Police Officers' Association

**APPENDIX A**

## POA PROTECTED ACTIVITY GRIEVANCE – TENTATIVE SETTLEMENT AGREEMENT

The parties acknowledge that the purpose of lineups is to conduct official Department business, including taking roll-call, making daily assignments to officers and conveying information to officers that is essential to the efficient and effective execution of their duties.

The parties recognize that allowing the POA to address members *about current issues*~~,~~ after lineups, as set forth below, ~~*about current issues*~~ contributes towards harmonious labor relations.

- Subject to the approval of the Captain, or the on-duty Platoon Commander in the Captain's absence, duly elected sworn POA representatives may briefly address members about Union business after lineup. No member shall be required to attend any such presentation, which presentation shall not interfere with normal business operations.
- Any POA representative other than the duly elected sworn representatives wishing to address members after the lineup shall attempt to provide 48 hours, but in no event less than 24 hours, written notice to the Commanding Officer of the Station or Unit at issue. Such notice shall state the purpose of the proposed presentation and the names of any non-elected POA representatives who will address the members. Upon receiving such notice, the Department Command Staff may request a meeting to discuss the proposed presentation. If the Department requests such a meeting, the parties must meet in advance of the proposed presentation. A SFPD commissioned Officer may elect to attend any such presentation.
- After the notice and process in the preceding paragraph, any non-sworn POA representative who addresses the members shall do so after the business of the lineup has been completed in a SFPD designated area and shall be accompanied by a sworn, duly elected representative of the POA. No member shall be required to attend any such presentation, which presentation shall not interfere with normal business operations.
- **Any POA presentations shall comply with all applicable City policies, including but not limited to the City's Equal Employment Opportunity policy and policies prohibiting use of City resources for political activity.**

3.27.18

~~Martin Halloran~~ Date
for San Francisco Police Officers' Association

TONY MONTOYA

3/27/18

Gregg Adam Date
for San Francisco Police Officers' Association

LaWanna Preston 3/27/18

LaWanna Preston Date
for City & County of San Francisco

3/27/18

Asst. Chief Hector Sainez Date
for San Francisco Police Department

APPROVED AS TO FORM:

2/27/18

Trevor Koski Date
Deputy City Attorney

FOR THE POA

3.27.18

APPENDIX B

San Francisco Police Department

# GENERAL ORDER

10.01

08/10/94

## UNIFORM AND EQUIPMENT CLASSES

This order identifies the Department's uniform classes and specifies the uniform and equipment items within each class.

## I. POLICY

**A. UNIFORM CLASSES. The following constitute the various classes of uniform used by the San Francisco Police Department:**

**1. FORMAL, CLASS AA, COMMISSIONED OFFICERS**

**a. Service hat.**

**b. White shirt (long sleeve).**

**c. Black necktie.**

**d. Dress coat.**

**e. Trousers with black belt.**

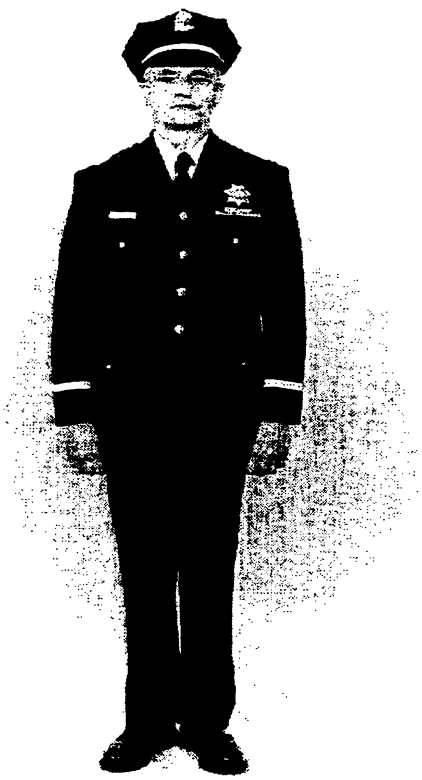
**f. Black socks.**

**g. Black shoes (shined).**

**h. Department-authorized handgun and holster (not exposed below the coat).**

**i. Gloves (as specified).**

**j. Medal(s) of Valor or ribbon(s).**



2. FORMAL, CLASS AA, MOUNTED OFFICERS (all ranks)

a. Campaign hat.

b. White shirt (long sleeve).

c. Black necktie.

d. Dress coat.

e. Riding breeches with trouser belt.

f. Black boots (shined).

g. Equipment belt with shoulder strap (holster and Department-authorized handgun, speed loaders, handcuffs and case) worn on the outside of the dress coat.

h. Medal(s) of Valor or ribbon(s).

3. FORMAL, CLASS AA, MOTORCYCLE OFFICERS (all ranks)

a. White helmet.

b. Dark blue shirt (long sleeve).

c. Black necktie.

d. Dress coat.

e. Riding breeches with trouser belt.

f. Black boots (shined).

g. Equipment belt with shoulder strap (holster and Department-authorized handgun, speed loaders, handcuffs and case) worn on the outside of the dress coat.

h. Gloves (as specified).

i. All other required equipment.

j. Medal(s) of Valor or ribbon(s).

*The Formal Uniform shall be worn at ceremonies, funerals, state functions and other formal events as directed by the Chief of Police.*

4. DRESS, CLASS A, ALL BUREAUS AND DIVISIONS (all ranks)

a. Service hat (motorcycle officers: white helmet).

b. Dark blue shirt (long sleeve).

c. Black necktie.

d. Dark blue dress "Ike" jacket.

e. Trouser (motorcycle and mounted officers, breeches) with trouser belt.

f. Black socks for shoes.

g. Black shoes (shined) (motorcycle and mounted officers: black boots).

h. Equipment belt with holster, Department-authorized handgun, handcuffs with case and all required equipment.

i. Gloves (as specified).

j. Medal(s) of Valor or ribbon(s).

5. DUTY, CLASS B, PATROL DIVISION (all ranks)

a. Service hat.

b. Dark blue shirt (long or short sleeve).

c. Foul weather jacket (optional).

d. Field sweater (optional).

e. Trousers with belt.

f. Black shoes (shined).

g. Black socks for shoes.

h. Equipment belt, holster with Department-authorized handgun and all required equipment.

i. Ribbons (optional).

6. DUTY, CLASS B, TRAFFIC DIVISION (Motorcycle Officers)

a. White helmet.

b. Dark blue shirt (long or short sleeve).

c. Black leather jacket (optional).

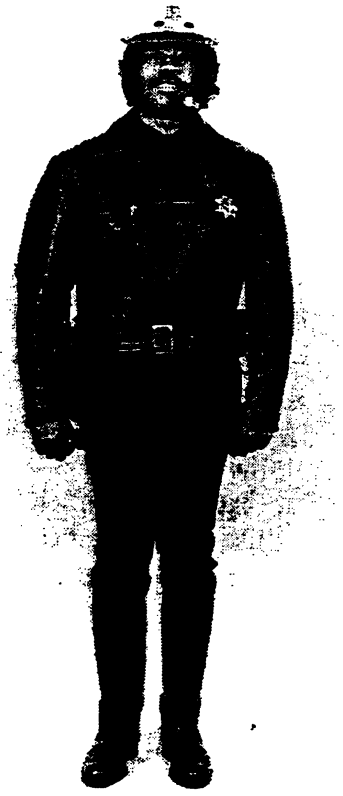
d. Foul weather jacket (optional).

e. Field sweater (optional).

f. Breeches with trouser belt.

g. Black boots (shined).

h. Equipment belt, holster with Department-authorized handgun and all required equipment.



## 7. DUTY, CLASS B, SPECIAL OPERATIONS DIVISION (Mounted Officers)

a. Service hat.

b. Dark blue shirt (long or short sleeve).

c. Black leather jacket (optional).

d. Field sweater (optional).

e. Breeches with trouser belt.

f. Black boots (shined).

g. Equipment belt, holster with Department-authorized handgun and all required equipment.

8. DUTY, CLASS B, SPECIAL OPERATIONS DIVISION (Motorbike Unit)

a. White helmet.

b. Jumpsuit.

c. Motocross boots.

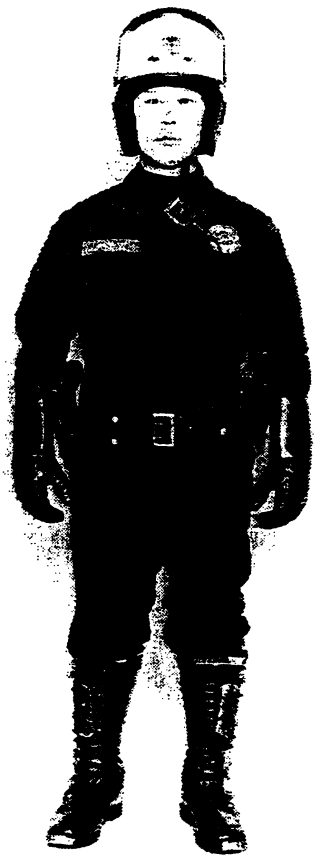
d. Equipment belt, Department-authorized handgun and all required equipment.

e. 36" baton.

f. Gloves as required.

g. All other required equipment.

h. Black leather jacket (optional).



9. DUTY, CLASS B, PATROL DIVISION (Bicycle Officer)

a. Bicycle helmet.

b. Dark blue shirt (long or short sleeve).

c. Foul weather jacket or windbreaker (optional).

d. Field sweater (optional).

e. Bicycle pants.

f. Bicycle shoes (shined).

g. Bicycle gloves.

h. Sunglasses.

i. Equipment belt, holster with Department-authorized handgun and all required equipment.

j. Ribbons (optional).

## 10. SPECIAL, CLASS C, ALL BUREAUS AND DIVISIONS (all ranks)

a. **Service cap (baseball cap).**

b. **Jumpsuit.**

c. **Black shoes or boots (shined).**

d. **Black socks for shoes.**

e. **Equipment belt, Department-authorized handgun and all required equipment.**

f. **26" baton.**

g. **Gloves as required.**

h. **All other required equipment.**

## 11. TACTICAL, CLASS D (all officers)

a. Riot helmet.

b. Service cap (baseball cap) carried in jumpsuit pocket.

c. Jumpsuit.

d. Black socks for shoes.

e. Black shoes or black boots (shined).

f. Black leather equipment belt with all required equipment.

g. Department-authorized handgun.

h. 36" baton.

i. Black leather gloves.

j. All other required equipment.

## 12. TACTICAL, CLASS D (SPECIAL OPERATIONS GROUP)

a. Service cap (baseball cap).

b. Camouflage jumpsuit.

c. Black boots.

d. Black leather equipment belt with all required equipment.

e. Department-authorized handgun.

f. Black leather gloves.

g. All other required equipment.

13. RECRUIT, CLASS E (all recruit officers)

a. Service cap (baseball cap).

b. Light blue shirt.

c. Dark blue undershirt.

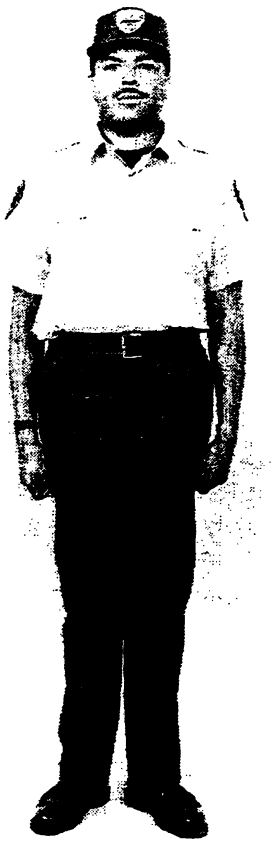
d. Dark blue pants.

e. Black leather belt.

f. Black shoes (shined).

g. Black socks.

h. All other required equipment.



B. UNIFORM OF THE DAY

1. PATROL DIVISION. Unless otherwise specified, the uniform of the day for the Patrol Division is DUTY, Class B.

2. PROPERTY CONTROL SECTION. Unless otherwise specified, the uniform of the day for Property Control Section personnel is Special, Class C (jumpsuit).

C. RAIN GEAR. Rain gear may be worn as required.

D. FIELD SWEATERS. Field sweaters may be worn only with the Duty, Class B uniform, over a long or short-sleeved shirt.

E. UNDERSHIRTS, DICKIES. Officers shall not wear anything under the uniform shirt or jumpsuit, visible at the neckline, that is not solid black or navy blue. No undergarment shall show below the hem or cuff of the sleeve.

F. SERVICE HAT. Officers shall ensure that their service hats are serviceable and immediately accessible within the passenger compartment of their assigned vehicles. The service hat shall be worn in any the following circumstances:

1. When working a footbeat.

2. When working an assignment in which the primary function is crowd control, e.g., parades, sporting events, etc.

3. When conducting traffic stops.

4. When directing traffic.

5. When conducting an investigation at the scene of a traffic accident.

6. At inspections, ceremonies, funerals and other appropriate formal events.

7. In situations requiring immediate recognition for officer safety, e.g., building searches, in-progress burglaries, in-progress robberies, in progress aggravated assaults, hostage situations, critical incidents, etc.

8. When circumstances are such that the wearing of the service hat is appropriate, e.g., non-violent protests and demonstrations, dignitary protection, fixed post assignments, etc.

G. SENIORITY STRIPES. Seniority stripes may be worn only by non-commissioned officers, i.e., patrol officers and sergeants, and shall be placed only on the "Ike" jacket and/or the long-sleeved uniform shirt, centered on the left forearm. Each stripe represents five years of service to the Department.

H. MEDALS OF VALOR/RIBBONS. Medals of Valor may be worn only on the formal coat or on the dress "Ike" jacket centered below the star. Medals of Valor and ribbons shall not be worn simultaneously.

I. SHOULDER PATCHES AND CHEVRONS. Shoulder patches and chevrons (sergeants stripes) shall not be placed on the leather jacket or on the rain jacket.