



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

San Francisco Police Officers' Association (SFPOA)

City Proposal # 1

Date: 10/25/17

Time: 12:33 p

Article I – Representation, Sec. 1. Recognition

Section 1. Recognition.

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

P-1 Police Rank and File

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

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

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language

PGA

[Signature]
10-25-17 1230 hrs

[Signature]
L. Manner Preston
10/25/17



City Proposal # 2

Date: _____

Time: _____

Article III – Pay, Hours and Benefits, Sec. 1.D. Lateral and Current Permanent City Employees Step Plan and Salary Adjustments

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

Agreement:

For the City: Lawanna Preston Date: 1/31/18

For the Union: [Signature] Date: 1/31/18

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

San Francisco Police Officers' Association (SFPOA)

City Proposal # 3

Date: _____

Time: _____

Article III – Pay, Hours and Benefits, Sec. 3. Holidays

~~217a. In lieu of wage increases for Fiscal Year 2012-2013, officers shall receive four (4) additional (one-time) Floating Holidays on July 1, 2012 and four (4) additional (one-time) Floating Holidays close of business on June 30, 2013. Notwithstanding paragraph 219 below, any unused floating holidays accrued from July 1, 2010 through June 30, 2012 may be carried over to be used in FY 2012-13, FY 2013-14 and FY 2014-15.~~

Agreement:

For the City: Lawanna Proston

Date: 1/31/18

For the Union: Ty

Date: 1-31-18

italics = moved existing language **bold, double underline** = new language
~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language



City Proposal # 4

Date: 10/25/17

Time: 11:10am

Article III – Pay, Hours and Benefits, Sec. 3.F. Mandatory Unpaid Floating Holidays

223a. F. Mandatory Unpaid Floating Holidays

- a. ~~Officers shall each receive six (6) mandatory floating holidays to be used in Fiscal Year 2010-2011 or thereafter; thus, officers shall contribute the value of six such floating holidays for Fiscal Year 2010-2011. The reduction in pay associated with these unpaid days will be "smoothed" over the course of the fiscal year. Six (6) unpaid days equates to a wage reduction of 2.31%.~~
- b. ~~Officers shall each receive four (4) mandatory floating holidays to be used in Fiscal Year 2011-2012 or thereafter; thus, officers shall contribute the value of four such floating holidays for Fiscal Year 2011-2012. The reduction in pay associated with these unpaid days will be "smoothed" over the course of the fiscal year. Four (4) unpaid days equates to a wage reduction of 1.54%.~~
- c. ~~All mandatory unpaid floating holidays for Fiscal Year 2010-2011 and Fiscal Year 2011-2012 must be used prior to any use of vacation time; provided, however, that this limitation (i.e. use of such floating holidays before vacation) will not apply to employees at the point at which they would otherwise cease to accrue vacation because they will reach the accrual maximums.~~

11/7/17 City
Lauranne Preston

11-7-17 POA 1630 hrs
[Signature]

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language



City Proposal # 5

Date: _____

Time: _____

Article III – Pay, Hours and Benefits, Sec. 4.B. Field Training and Training Unit Coordinator Pay

2. Training Unit Coordinator Pay

229. ~~For the term of this MOU~~ Effective July 1, 2007, employees Employees assigned to Training Unit Coordinator responsibilities shall receive \$125.00 per pay period.

Agreement:

For the City: Lawanna Preston

Date: 2/20/18

For the Union: [Signature]

Date: 2.26.18

italics = moved existing language

~~struck out~~, *italics* = existing language prior section

bold, double underline = new language

~~struck out~~ = removed language



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

San Francisco Police Officers' Association (SFPOA)

City Proposal #6

Date: _____

Time: _____

Article II – Employment Conditions, Sec. 8. Temporary Modified Duty Assignments

Section 8. Temporary Modified Duty Assignments

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

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

Agreement:

For the City: Lawanna Proston

Date: 1/31/18

For the Union: [Signature]

Date: 1-31-18

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck-out, italics = existing language prior section	struck-out = removed language



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

**San Francisco Police Officers'
Association (SFPOA)**

City Proposal #7

Date: 11/7/17

Time: 1400

Article II – Employment Conditions, Sec. 11.G. Solo Motorcycle Officers

- ~~121. 3. The Airport Bureau Solo Motorcycle Officers shall have a unit seniority date of January 1, 2001 for the purposes, only, of the bi-annual seniority sign-up. These Officers shall have this unit seniority date for watch sign purposes so long as they remain at the Airport Bureau.~~
- ~~122. 4. In the event two Solo Motorcycle Officers from either Co. K or the Airport Bureau share the same unit seniority date, their departmental seniority date will be the tiebreaker for seniority sign-up purposes.~~
- ~~123. 5. During each bi-annual seniority sign-up, Co. K will post its bid positions; then Airport Bureau will post its bid positions. Solo Motorcycle Officers, from either unit, may then sign-up for open positions in either unit on the basis of their unit seniority.~~
- ~~124. 6. No employee of the Co. K Solo Motorcycle Unit or the Airport Bureau Solo Motorcycle Unit assigned to such unit prior to January 1, 2001, will be displaced from their unit as a result of the bi-annual seniority sign-up.~~
- ~~125. 7. Consistent with past practice, any Solo Motorcycle Officers assigned in the future to either Co. K or the Airport Bureau will commence their unit seniority on the first day of their assignment. Unit seniority will be utilized through June 30, 2015 only.~~

POA [Signature]
11/7/17 1408 HRS

City 11/7/17
LAWANNA PUSTON

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck-out, italics = existing language prior section	struck-out = removed language



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

San Francisco Police Officers' Association (SFPOA)

City Proposal #8

Date: _____

Time: _____

Article III – Pay, Hours and Benefits, Sec. 11. Pilot Program for San Francisco Housing

~~313. The parties agree to establish a program intended to encourage San Francisco police officers to live in the City of San Francisco. Participants must be employed as San Francisco police officers for the duration of their participation in the housing program. The housing program will consist of two options: the Home Ownership Incentive Program, and the Rental and Relocation Assistance Program.~~

~~314. A. Home Ownership Incentive Program – San Francisco Police Officers who are first-time homebuyers within the geographic boundaries of the City of San Francisco may be eligible to receive up to \$20,000 in down payment and closing costs assistance.~~

~~315. 1. One forgivable loan is available per household, and may be used for down payment assistance or closing costs, including title insurance, credit reports, recording fees, appraisals, points, transfer stamps, third party property inspection fees, first year's payment of mortgage insurance, and other customary bank related closing charges. This loan will be fully forgiven if the officer resides in the home for at least five years.~~

~~316. 2. A maximum of \$225,000 annually is available for this program. Funds will be disbursed to eligible applicants on a first-come, first-served basis.~~

~~317. B. Rental and Relocation Assistance Program – San Francisco police officers who wish to relocate to a rental unit within the City of San Francisco may be eligible for a forgivable loan of up to \$5,000 for relocation-related expenses.~~

~~318. 1. One forgivable loan is available per household, and may be used for the following: relocation expenses (including airfare or other transportation mode) movers, etc; initial fees associated with rentals (broker fees, security deposits, first month's rent); and other appropriate fees as determined by the Police Department.~~

~~319. 2. A maximum of \$70,000 annually is available for this program. Funds will be disbursed to eligible applicants on a first-come, first-served basis.~~

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language



320. ~~The program will expire as of June 30, 2015 unless renewed by the parties.~~

Agreement:

For the City: Lawanna Prostan

Date: 1/31/18

For the Union: [Signature]

Date: 1-31-18

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
<i>struck out, italics</i> = existing language prior section	struck out = removed language

Date: 10-25-17

~~13. E. Except as provided in subsection C. hereof, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration of this Memorandum.~~

Approved as to form
Pr. W

4/2/18

Approved: Lauranna Proston For the City: Tg For the SFPOA: 9.2.18



City Proposal #9 (Amended v.3)

Date: _____

Time: _____

Article I – Representation, Sec. 6. Release Time for POA Representatives

31. An employee may designate **a representative of his/her choice** to represent him/her in grievance ~~meetings~~ or ~~discipline meetings~~ **investigative interviews** mutually scheduled with Department management and in scheduled appeals hearings. ~~In an investigative interview~~ **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 another employee 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.

For the City 3/8/18
Lorraine Foster

FOR THE POA
TJ
3-8-18

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck-out, italics = existing language prior section	struck-out = removed language



City Proposal #10 (Amended 5/3/18)

Article III – Pay, Hours and Benefits, Sec. 7. Uniform and Clothing Allowance

Section 7. Uniform and Clothing Allowance.

281. Employees shall receive, as part of their regular rate of pay, ~~eight hundred and twenty (\$820.00)~~ **one thousand one hundred dollars (\$1,100)** per year as an annual uniform allowance.

281a. In exchange for this additional compensation, employees shall be responsible for the maintenance, care and replacement of the following standard uniform items: shirts, pants, shoes, ~~jumpsuits~~, BDUs and regular raingear.

282. 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.

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

284. 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.

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

Agreement:

For the City: *Laura Boston*

Date: *5/3/18*

For the Union: *[Signature]*

Date: _____

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language

Date: _____

~~Section 22. Officer Rotation:~~

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

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

2/26/19

Approved: Lauranne Puster
For the City: _____

For the SFPOA: [Signature]

Received 10/25/17 at 12:56pm



City Proposal #11 (Amended v.3) (also City Counter to Union Proposals #12 and #13)

Date: 4-2-18

Time: 1435

Article I – Representation, Sec. 5. Grievance Procedure

Definition

XX. 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

XX. A grievance must include the following:

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

XX. 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

XX. 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.

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

16. ~~Grievances or disputes regarding the application or interpretation of this Agreement or relating to working conditions arising out of this Agreement or relating to General Orders 3.08, 3.15, 11.01, 11.03, 11.05, and 11.10, including the arbitrability thereof,~~ shall be settled in conformity with the following procedure. Except, however, actions taken by the City that are necessary to ensure compliance with federal, state or local laws, ordinances or regulations, ~~or that are mandated by the terms of a consent decree,~~ shall not be grievable hereunder. After notice of such intended action by the City, the Association may however, offer in writing its view on compliance and possible

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language

FOR THE POA
 TO [Signature]
 4-2-18
 Page 1 of 4



Employee Relations

City and County of San Francisco
Department of Human Resources

San Francisco Police Officers' Association (SFPOA)

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. ~~In addition, in the event the City acts on a matter it has reasonably determined to be mandated by or necessary to ensure compliance with a consent decree or with federal, state, or local laws, ordinances or regulations, that action shall not be grievable hereunder. The arbitrability of all grievances shall be determined by a court of competent jurisdiction. In the event a grievance is filed relating to such actions, arbitrability shall be determined by a court of competent jurisdiction.~~

Informal Discussion with Immediate Supervisor

XX. 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

17. If the employee does not obtain a solution to the grievance by informal discussion, ~~Where an employee initiates the grievance, the employee or the Association shall submit the grievance in writing to his or her commanding officer/employee's immediate supervisor within thirty ten (1030) business days of the facts or event giving rise to the grievance. The supervisor shall attempt to resolve adjust the grievance at the time and render a written decision within seven ten (107) business days.~~

Step II

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

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

Step III

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

<i>italics</i> = moved existing language	<u>bold, double underline</u> = new language
struck out, italics = existing language prior section	struck out = removed language



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

Step IIIV

22. If the grievance is not resolved at Step III, the Association has the right to appeal the decision of the Chief of Police to the Employee Relations Director within ten (10) business days after the date of the Chief's response arbitration. The Association shall state the reason why the Step II response is not satisfactory.
- 22a. 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. ~~Prior to doing so and within seven (7) calendar days, the Association shall notify the Chief of Police and the Director, Employee Relations Division or his/her designee of the Association's decision to so appeal, and shall forward the relevant materials to the Director, Employee Relations. The Director, Employee Relations shall have twelve (12) calendar days after receipt of the written grievance to review, and seek resolution of grievance.~~
23. 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. ~~submitted only by the Association to arbitration. The Employee Relations Director shall acknowledge receipt of the Association's letter moving the grievance to arbitration.~~
24. 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. ~~If the parties cannot agree on an arbitrator within seven ~~ten (10)~~ (7) calendar ~~business~~ days from the date of receipt of the Employee Relations Division's response. in the preceding paragraph, the parties shall select an arbitrator from a list of seven (7) names from the California State Mediation and Conciliation Service.~~

XX. Arbitrator Panel

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

italics = moved existing language
~~struck out, italics~~ = existing language prior section

bold, double underline = new language
~~struck out~~ = removed language



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

San Francisco Police Officers' Association (SFPOA)

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.

25. ~~The Arbitrator shall decide any procedural issues before taking evidence on the merits.~~ 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.

~~XX. In no event shall a grievance include a claim for monetary relief, nor shall an arbitrator award monetary relief, for more than thirty (30) working days before the date the grievance was first formally filed. That arbitrator may not award any pre-decision interest, penalties, or attorney's fees or costs to either party. The arbitrator may not award any amount directly to the Association.~~

26. 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.

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

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

29. Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, 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. ~~only Steps III and IV shall be applicable prior to the determination to proceed to arbitration.~~

FOR THE CITY
Laurana Preston 4/2/18

FOR THE POA
TJ 4.2.18

italics = moved existing language **bold, double underline** = new language
~~*struck out, italics*~~ = existing language prior section ~~struck out~~ = removed language

Approved as to form