

MOU Negotiations 2017-2018  
Date: 10-25-17

SFPOA Proposal: # 11

Section 20. Medal of Valor Awards Ceremony.

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

Approved:  
For the City:

Lauranna Preston  
3/13/18

For the SFPOA:

Tj  
3-13-18



# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

### City Proposal #13

Date: \_\_\_\_\_

Time: \_\_\_\_\_

### Article III – Pay, Hours and Benefits, Sec. 1.A. General Wage Increases

~~188a. The parties acknowledge that covered employees previously deferred to January 8, 2011 a 2% wage increase that was originally scheduled to be effective on July 1, 2009.~~

~~188aa. Employees shall defer to March 31, 2012, the 2% wage increase which is scheduled to be effective on January 7, 2012. Such deferral is subject to the terms set forth in section 188b.~~

~~188b. In the event that any of the circumstances set forth below in subsection (1) occur during any of the economic concession periods set forth in paragraph 188c, the economic concessions described in paragraphs 188, 188aa, 223a, and 296a shall terminate at the close of business on the last day of the applicable economic concession period and no subsequent economic concessions shall become effective during the term of this Agreement:~~

~~1) a City Charter amendment (other than a retirement benefits ballot measure adopted by the voters in the November 2011 election) or a State ballot measure or State legislation is implemented by the City during any economic concession period set forth in paragraph 188c, resulting in any reduction in represented employee wages or fringe benefits; In such event, the parties will thereafter meet and confer in good faith regarding the impact of any such Charter amendment, State ballot measure or State legislation, pursuant to Government Code section 3505 and Charter section A8.590 et seq.~~

~~188c. Economic Concession periods are as follows:~~

- ~~(1) July 1, 2010 to December 24, 2010.~~
- ~~(2) December 25, 2010 to June 30, 2011.~~
- ~~(3) July 1, 2011 to December 23, 2011.~~
- ~~(4) December 24, 2011 to June 30, 2012.~~
- ~~(5) July 1, 2012 to December 21, 2012~~
- ~~(6) December 22, 2012 to June 30, 2013.~~

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**Employee Relations**

City and County of San Francisco  
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CCSF NEGOTIATIONS 2017-2018

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

~~188d. In the event that the City's FY 2011-2012 Joint Report, issued on or about March 30, 2011, projects the General Fund deficit in FY 2011-2012 to be less than \$261 million dollars, then the parties shall reopen the contract to determine whether the economic concession for FY 2011-12 should be adjusted and, if so, by what amount.~~

~~188e. Effective July 1, 2013 for Police Officer I (Q2, Q3, and Q4), for employees hired on or after July 1, 2013 there shall be two new steps, at 5% below and 10% below each current entry step, and the current entry step for each of these classifications shall become step 3 in the step plan.~~

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

**Agreement:**

For the City: *Sallan na Proston*

Date: *1/31/18*

For the Union: *Ty*

Date: *1-31-18*

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2017-2018

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## San Francisco Police Officers' Association (SFPOA)

### City Proposal #15

Date: \_\_\_\_\_

Time: \_\_\_\_\_

### Article III – Pay, Hours and Benefits, Sec. 9.D. Pre-Retirement Planning Seminar and Retirement Ceremony

#### (ALL CLEAN UP)

- ~~300a. Effective July 1, 2010, for Tier I employees who retire (including employees who enter the DROP program) on or after July 1, 2010 and prior to July 1, 2013 and whose final compensation for retirement purposes is impacted by the economic concessions described in paragraphs 188, 188a, 188aa and 223a, said employees' final compensation for retirement purposes shall be calculated at the rate of remuneration that would have been attached to the rank or position held by the employee, at the time of retirement, had there been no economic concessions for Fiscal Years 2010-2011 and 2011-2012.~~
- ~~300b. Effective July 1, 2010, for Tier II employees who retire (including employees who enter the DROP program) on or after July 1, 2010 and prior to July 1, 2013, and whose final compensation for retirement purposes is impacted by the pensionable economic concessions described in paragraphs 188, 188a, 188aa and 223a for the period from July 1, 2010 through June 30, 2012, the City will make available restoration pay in a lump sum equivalent to the pensionable economic concessions for the period used by the San Francisco Employees Retirement System to determine the employee's final compensation for retirement purposes (Final Compensation Period). Only pensionable economic concessions deferred from July 1, 2010 through June 30, 2012 are eligible for restoration.~~
- ~~300c. For Tier I and Tier II employees who retire prior to July 1, 2013, payouts of vacation, vested sick leave, compensatory time and wellness pay shall be at the employee's normal (nondeferred) hourly wage rate, although nothing herein requires the San Francisco Employees Retirement System to include payouts of vacation, vested sick leave, compensatory time or wellness pay in retirement calculations.~~
- ~~300d. Employees who enter(ed) the DROP program prior to July 1, 2010 are not eligible for retirement restoration described in this section.~~

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

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

**Agreement:**

For the City: LaWanna Poston

Date: 1/31/18

For the Union: Ty

Date: 1-31-18

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**City Proposal #16**

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**Article III – Pay, Hours and Benefits, Sec. 4.J. Night Shift Differential**

~~252a. For Fiscal Years 2009-2010, 2010-2011 and 2011-2012, night shift differential shall be paid at the rate of six and one-quarter percent (6 1/4%) more than the base rate for hours actually worked between the hours of 7:00 p.m. and 5:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.~~

**Agreement:**

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

For the Union: Tey Date: 1-31-18

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**City Counter to Union Proposal #16**

Date: 3/8/18

Time: 10:58 a.m.

**Article I – Representation, Sec. 1. Recognition**

- X. 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.

*FOR THE CITY*  
*Lakwana Preston*  
*3/8/18*

*FOR THE POA*  
*TJM*  
*3-8-18*

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**Employee Relations**

City and County of San Francisco  
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CCSF NEGOTIATIONS 2017-2018

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

City Proposal #17

Date: \_\_\_\_\_

Time: \_\_\_\_\_

**Article III – Pay, Hours and Benefits, Sec. 1.B. Assistant Inspector Pay Parity**

~~190. Effective not later than July 1, 2007, assistant inspectors will receive a rate of pay equivalent to that of sergeants.~~

Agreement:

For the City: *Lawana Preston*

Date: 1/31/18

For the Union: *Ty*

Date: 1-31-18

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**City Counter to Union Proposal #17 (Amended)**

Date: 7-2-18

Time: 1450

**Article III – Pay, Hours and Benefits, Sec. 6. Acting Assignment Pay (Like Pay for Like Work)**

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

272. A. ~~Unless otherwise authorized by the~~ **If the senior ranking member on duty,** commanding officer, night supervising captain or weekend duty captain, ~~the person whose position is being filled must be on paid leave for a full watch: VA, SP, OU, DP, EH or FH during the date and time period. If the commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by an employee in the next lower rank, the employee~~ **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.**

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

274. C. The employee filling a position must be permanent, ~~in the Police Officer or Sergeant ranks (or Inspector rank if the employee is filling a position in the Investigation Bureau).~~ Absent the commanding officer being able to articulate specific reasons for not selecting the senior employee, seniority in rank shall control. The Chief of Police, **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 paid leave status or have retired.

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CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

- 275. D. ~~The City and the Association agree, f~~For all the midnight hours between (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 AC. will be compensated at the Lieutenant rate. No Police Officer, however, will be permitted to fill the position of the Sergeant serving as a Lieutenant ~~between the hours of 0200 and 0600.~~
- ~~276. D. The division commander or the deputy chief must approve filling the position in advance.~~
- 277. 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.
- 278. 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.
- 279. 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).
- 280. 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.

For the City 4/2/18  
Laura Foster

FOR THE POA  
TJ  
 4.2.18

Approved as to form  
[Signature]

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**City Proposal #19**

Date: 2/9/18

Time: 11:41am

**Article II – Employment Conditions, Sec. 5. Access to Records of Office of Citizen Complaints**

Section 5. Access to Records of **Department of Police Accountability**. ~~Office of Citizen Complaints.~~

77. It is agreed that a complainant's **Department of Police Accountability (DPA)** ~~Office of Citizen Complaints (OCC)~~ complaint form shall be released to the complainant upon request.
78. Notwithstanding any other provision of this Memorandum of Understanding, in the event an ~~OCC~~ **(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 complainant.
79. Review and receipt of evidence shall be permitted only upon the execution by the requesting party and his or her representative of a confidentiality statement approved by the Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.
81. Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the ~~OCC~~ **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.

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CCSF NEGOTIATIONS 2017-2018

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

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

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

**Agreement:**

For the City: Laura Boston

Date: 2/9/18

For the Union: Ty

Date: 2.9.18

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

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

**City Counter #2 to Union Proposal #19**

Date: 3-8-18

Time: \_\_\_\_\_

**Article I – Representation, Sec. 7. Association**

A. Payroll Deductions

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

B. Maintenance of Membership

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

*FOR THE CITY 3/18/18*  
*LAWANNA PROSTER*

*FOR THE POA*  
*TJ*  
*3/8/18*

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2017-2018

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

#### C. Agency Shop Fees

47. 1. Application. The provisions of this section shall apply to all police officers of bargaining unit P-1.
48. 2. Implementation. An agency ~~shop~~ fee shall be implemented within representation units or subunits when:
- a. Election
49. The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor implementation of an agency shop, or
- b. 2/3 Membership
50. The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or
- c. New Employees
51. The Union requests, in writing, an agency ~~shop~~ fee be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.
52. 3. Service Fee. All police officers of bargaining unit P-1 except as set forth below, shall, as a condition of continued employment, become and remain a member of the Association, or in lieu thereof, shall pay a service fee to the Association. The fair share service fee payment shall be established annually by the Association, provided that such fair share agency ~~shop~~ service fee will be used by the Association only for the purposes permitted by law. The Association shall give all non-member employees of affected bargaining units written notice of their obligation to either join or pay an agency ~~shop~~ fee as a condition of employment. After such notice and a time period agreed to by the parties, service fees from non-members shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Failure to comply with this section shall be grounds for termination. The Association, at its option, may elect to waive its rights to demand termination and instead utilize judicial process to compel payment.
53. 4. Financial Reporting. Annually, the Association will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Association will provide a reasonably prompt

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CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

opportunity to challenge the amount of the fee before an impartial decision-maker, not chosen by the Association, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.

- 54. 5. Religious Exemption. Any employee covered by this provision who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to labor union membership shall, upon presentation of membership and historical objection, be relieved of any obligation to pay the required service fee. The Association shall be informed in writing of any such requests.
- 55. 6. Payment of Sums Withheld. Nine (9) working days following payday, the City will promptly pay over to the Association, less the fee for making such deductions, all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying such service fees.
- ~~56. 7. Indemnification. *The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.*~~
- 567. 78. The Union shall comply with the requirements set forth in Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.
- XX. 89. 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

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

FOR THE POA  
TY  
3/8/18

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# Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

### City Proposal #20 (Amended)

Date: \_\_\_\_\_

Time: \_\_\_\_\_

### Article III – Pay, Hours and Benefits, Sec. 4. Special Pays

#### Section 4. Premiums ~~Special Pays.~~

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

- ~~A. Canine Duty~~
- A.** Acting Assignment Pay (Like Pay for Like Work)
- B. Field Training and Training Unit Coordinator Pay
- C. Bomb Squad/SWAT Team Pay
- D. Specialist Pay
- E. Motorcycle Pay
- F. Retention Pay
- G. Experienced Officer Incentive Pay
- ~~H. Standby Premium~~
- ~~I. Call Back Pay~~
- HJ.** Night Shift Differential
- IK.** Bilingual Pay
- JL.** Pyramiding

#### Section 5. Other Pays.

**A.** *Canine Duty*

**B.** *Standby Pay*

249. Employees, who as part of the duties of their positions are required by the Chief of ~~Police the Department~~ or designee to be on standby when normally off duty and to be instantly available to return to work to perform their duties, shall **receive pay** ~~be paid a premium~~ at the rate equivalent to two (2) hours of their regular rate of pay for each assignment that begins on a regularly assigned work day, and three (3) hours of their regular base rate of pay for each assignment that begins on a regularly scheduled day

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Department of Human Resources

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CCSF NEGOTIATIONS 2017-2018

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

off. The duration of the assignments shall be determined by the Chief of Police the ~~Department~~ or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.

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

C. *Call-Back Pay*

D. *Court Appearance ~~Premium~~ Pay and Administrative Hearings*

263. 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.
264. Employees on suspension who are subpoenaed and appear in court or are on standby are entitled to compensation at their regular rate of pay, not at the court appearance ~~premium~~ pay rate.
265. D. District Attorney Conferences. An employee attending an attorney's conference but not appearing in court will receive court appearance ~~premium~~ pay on an hour-for-hour basis.
266. 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 ~~premium~~ on a half-hour for half-hour basis.
267. 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.
268. 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

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appearance ~~premium~~ pay for time actually spent, or shall receive two (2) hours of court appearance ~~premium~~ pay whichever is greater.

269. G. Employees on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance pay ~~premium~~ only when their appearance occurs on a date(s) for which the employee had a previously approved vacation request for 40 hours or more that predated the service of the subpoena. In all other cases, employees will be compensated only as provided by the current Department Bulletin on the subject of court compensation.

270. H. Any court appearance ~~premium~~ pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

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

Section 6. Uniform and Clothing Allowance.

### Agreement:

For the City:

Lawanna Houston

Date:

1/31/18

For the Union:

Ty

Date:

1-31-18

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City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

### City Counter to Union Proposal #20

Date: 1-31-18

Time: 1400

### Article II – Employment Conditions, Sec. 1. Non-Discrimination

#### Section 1. Non-Discrimination.

- 60. 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. ~~The City and the Association agree that no person employed or applying for employment shall in any way be discriminated against because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability handicap, 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, or sexual orientation, military and or veteran status, or other protected category under the law, is prohibited and unlawful. nor shall such a person be the subject of sexual or racial harassment. This paragraph shall not be construed to restrict or proscribe voluntary affirmative action efforts by the Department; nor shall any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with the purpose, goals, or requirements of a consent decree applicable law, be restricted by the provisions of this paragraph.~~
- 61. This section is not intended to affect the right of an employee to elect any applicable administrative remedy for discrimination proscribed herein. ~~Provided, however, the parties agree that an employee may elect only one administrative remedy, except as provided in paragraph 64.~~ 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.
- 62. The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the ~~p~~Police ~~d~~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.

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## San Francisco Police Officers' Association (SFPOA)

63. Neither the City nor the Association shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.
- ~~64. An employee who elects an administrative remedy other than the grievance procedure contained in this MOU for discrimination proscribed herein, and whose complaint is not resolved within thirty (30) days, shall have the right to seek relief in accord with the grievance procedure. In such instances, the employee may initiate his/her grievance at Step III.~~
- ~~645.~~ 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.

**XX. Paragraphs 60-645 shall be non-grievable except with respect to allegations of anti-union discrimination or retaliation or an asserted violation of paragraph 63.**

*For the City 3/5/18  
Savanna Preston*

*For the Union*  


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

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