



## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

### City Proposal #21

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

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

### Article III – Pay, Hours and Benefits, Sec. 4.L. Pyramiding

254. ~~There shall be no pyramiding of premiums in this section.~~ (moved to paragraph 224)

#### Agreement:

For the City: Lalanna Preston

Date: 1/31/18

For the Union: [Signature]

Date: 1-31-18

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**City Proposal #23 (Amended)**

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


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


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

217. 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
<del>Columbus</del> <b><u>Indigenous Peoples Day and</u></b>	Thanksgiving Day
<b><u>Italian American Heritage</u></b> Day	The Day after Thanksgiving
Veteran's Day	Christmas Day
Presidents' Day	Four (4) floating holidays each fiscal year
Memorial Day	

**Agreement:**

For the City:  Date: 5/4/18

For the Union:  Date: 5/4/18

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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 #6 to Union Proposals #23 and #45 (*also combines CP #26, CP #45*)

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

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

#### Article II – Employment Conditions, Sec. 11. Watch Sign-Up

101. A. Employees assigned to a station or unit shall be assigned to watches according to a semiannual seniority sign-up.

B. Rules of Sign-Ups.

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

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

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

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

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

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

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

C. Transfers Between Stations.

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

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## San Francisco Police Officers' Association (SFPOA)

110. If an employee transfers to another station at his/her own request, he/she forfeits his/her right to a particular watch, and may have to wait for the next station sign-up. If more than one employee transfers to the same station, seniority shall apply to watch assignments for the interim period.
- D. Applicability of the Watch Sign-Ups.
111. 1. The seniority watch sign-up ~~policy~~ process will apply to assignments and to watches as determined by the ~~Commanding Officer's~~ Chief of Police, or designee, ~~analysis of department needs. and to the Community/Neighborhood Policing Program.~~
112. 2. Employees who are reassigned to another watch as a result of the semiannual seniority watch sign-up shall be entitled to their original vacation selection based on prior sign-up.
113. E. The District Station Commanding Officers with the approval of their Deputy Chief shall have the authority to assign up to ~~seven (7) individual employees~~ thirty fifteen percent (3015%) of sworn personnel under their command to meet operational needs, without regard to seniority at each station including the Airport Patrol Division Bureau, for purposes of filling specialized and staff positions (i.e., permit investigation officer, plain-clothes cars, special duty or community relations officer) but not limited to them, when it is necessary to have an individual assigned to a special unit which requires experience or other articulable qualifications possessed by the employee to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.
114. F. The District Commanding Officer may assign employees with the lowest qualifying seniority to another watch for the following reasons:
115. 1. Agreement of officer after conducting a canvass of employees of the station or unit.
116. 2. Need for non-probationary officers to work with probationary officers in order to field the platoon.
117. ~~3. Employees who have a special need~~ 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 be reassigned

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San Francisco Police Officers'  
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the employee to another watch ~~during the year~~ based on the needs of the Department. ~~or unforeseen conditions which occurred after the semiannual watch sign-up.~~

**XB.** 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).

For the city 5/3/18  
LaWanna Preston

For the Union 5/3/18  
Ty [Signature]

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

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.~~

T# In City #7  
1/31/18 Union withdrew

Approved:

For the City: \_\_\_\_\_ For the SFPOA: \_\_\_\_\_

Received 1/3/18 at 11:16am



## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

### City Proposal #24

Date: 1/11/18

Time: 1230

### Article II – Employment Conditions, Sec. 18. Code Book

#### Section 18. Code Book.

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

*1/16/18*  
*Lawanna Preston*

*1-16-18 POA*  
*[Signature]* *1150 HRS*

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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 #27

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

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

### Article II – Employment Conditions, Sec. 21. C. Recruitment Committee

#### C. Recruitment Committee

154. The City and the Union agree to form a joint labor-management committee to improve the City's recruitment of highly-qualified police officers. The committee will include representatives from Police Department management, the POA, and the Department of Human Resources. For fiscal year 2006-07 and thereafter, the ~~Department of Human Resources~~ **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.

#### Agreement:

For the City: Laurenne Preston

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

CCSF NEGOTIATIONS 2017-2018

## San Francisco Police Officers' Association (SFPOA)

### City Proposal #29 (Amended)

Date: 3/27/18

Time: 4:50pm

### Article I – Representation, Sec. 8. Bulletin Boards and Distribution of Materials

58. ~~A~~The Department shall reserve a reasonable amount of space on bulletin boards within police buildings ~~shall be made available~~ for the distribution of Association literature. All posted literature shall be dated, ~~shall be~~ identified by affiliation and author, and ~~shall be~~ neatly displayed, and removed from ~~said 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 ~~is authorized to~~ may remove any this type of literature immediately ~~not posted within the specific limits of this section and shall~~ notify the Association of its removal. ~~upon notifying the Association representative.~~

#### Agreement:

For the City: [Signature] Date: 5/4/18

For the Union: [Signature] Date: 5/4/18

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Date: 3/22/18

POA CP to City CP to POA #~~47~~ 29

Time: 1642

Article III – Pay, Hours and Benefits, Sec. XX. Parental Release Time

Section XX. Parental Release Time

XXX. 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.

XXX. In addition, employees are allowed up to forty (40) hours of unpaid Parental Release Time per fiscal year, not exceeding ~~ten eight~~ (810) 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.

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

XXX. 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.

XXX. 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.

Approved:  
For the City:

4/2/18  
*Lailana Foster*

For the SFPOA:

*Ty*

*Approved as to form*

4.2.18



## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

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

City Proposal # 30

Date: 1-23-18

Time: 1118 hrs

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

~~189a. Effective July 1, 2011, employees shall receive a base wage increase in an amount equal to 100% of the difference between the average total amount of all survey data points and the comparable total amount for San Francisco Police Officers. However, this base wage increase shall be no lower than 3% and no higher than 5%.~~

~~189b. A survey shall be conducted by the City of the following cities: Berkeley, Concord, Daly City, Fairfield, Fremont, Hayward, Oakland, Richmond, San Jose, Santa Clara and Santa Rosa.~~

~~189c. The salary survey shall measure total compensation for the rank of Q2 Police Officer based on the following data points:~~

- ~~• Maximum monthly salary for the rank of Q2 Police Officer;~~
- ~~• Maximum educational incentive premiums (e.g., Adv. POST);~~
- ~~• Employer payment of mandatory employee retirement contributions and retirement supplements;~~
- ~~• Uniform Pay~~

~~189d. The salary survey shall be completed no later than May 15, 2011 for the base wage adjustment effective on July 1, 2011. The rates reported for the cities listed above shall be those known and officially authorized for payment as of May 15, 2011 for July 1, 2011. If rates are not known and authorized by May 15, 2011 for July 1, 2011, the rates reported shall be those in effect on May 15, 2011. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.~~

~~189e. For memoranda of understanding or other authorizing salary instruments that provide for CPI adjustments, the minimum adjustment, if provided, shall be utilized as the rate~~

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## San Francisco Police Officers' Association (SFPOA)

~~effective on the date of the market wage adjustment. If no minimum adjustment is provided, the rates used shall be those in effect when the survey is conducted.~~

~~189f. The parties shall consult regarding the survey results. Any disputes regarding the results of the survey or its methodology shall be submitted to Expedited Arbitration under the Grievance Procedure.~~

~~189g. The surveyed data shall be reported by each city and for each category, and as an average. The difference between the average total amount of all survey data points and the total amount for San Francisco Police Officers for the identical data points shall be calculated as a percentage and the difference, if any, shall be the basis for the base wage adjustment.~~

~~189h. The parties acknowledge and understand that the wage setting process set forth herein was reached by mutual agreement and is intended to determine wages only during the term of this Agreement. The parties further acknowledge and understand that this wage setting process shall sunset upon expiration of this Agreement and that the terms and conditions of employment contained in successor MOUs, including wages, shall be determined pursuant to Charter Section A8.590, et. seq.~~

FOR THE CITY  
LAWANNA PROSTEN  
\_\_\_\_\_

FOR THE POA  
TJ \_\_\_\_\_  
3-5-18

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**City Counter #2 to Union Proposal #30**

Date: 4-2-18

Time: 1521

**Article II – Employment Conditions, NEW SECTION**

**Flexible Watch Assignment Committee**

XXX. 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.

For the City 4/2/18

Lauranne Preston

FOR THE POA

Approved as to form

[Signature]

TJ  
4-2-18

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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 #32 (Amended)

Date: 3-16-18

Time: 1:50

### Article II – Employment Conditions, Sec. 21. B. Lateral Signing Bonus

#### B. Lateral Signing Bonus

152. Laterally hired employees (i.e., fully sworn peace officers hired through the Lateral Entry Program ~~employees that did not promote from the 8274 Police Cadet classification~~) shall receive a \$2,500 ~~\$5,000~~ 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.
153. This bonus is not considered "salary attached to the rank" and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

*For the City*  
*LanWanna Prosten* 3/16/18

*FOR THE POA*  
*Ty* 3-16-18

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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 to Union Proposal #32

Date: 3-16-18

Time: 1538

### New Section: Canine Ownership Purchase

X. 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.

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

For the City 3/16/18  
Lauren Proston

FOR THE POA  
Ty 3/16/18

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

S.F. Police Officers Association  
(SFPOA)

### City Counter to Union Proposal #33 (also combines CP #34)

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

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

### Article III – Pay, Hours and Benefits, Sec. 4.K. Bilingual Pay

253. Bilingual pay, in the amount of ~~thirty-five~~ eighty dollars (\$~~3580.00~~) 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, the Spanish, Russian or Chinese languages. ~~Employees certified by the Department of Human Resources as having proficiency in other languages, including sign language for the hearing impaired and Braille for the visually impaired, shall, upon the approval of his/her~~ their supervisor, and subject to Department of Human Resources guidelines, the employee shall receive such pay when ~~they are~~ he/she is required to utilize such skills, ~~and subject to Department of Human Resources guidelines.~~ Bilingual pay shall not be included for purposes of retirement benefit calculations or contributions. 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.

Agreement:

For the City:

Lawanna Foster

Date:

4/11/18

For the Union:

Ty

Date:

4/12/18

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**Employee Relations**  
City and County of San Francisco  
Department of Human Resources

CCSF NEGOTIATIONS 2017-2018

**S.F. Police Officers Association  
(SFPOA)**

City Proposal #35 and #36 (Amended)

Date: 3.27.18

Time: 2:18 PM

Article III – Pay, Hours and Benefits, Sec. 8. Health and Dental Coverage

XXX. 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.

For the City  
Laurenna Proctor  
3/27/18

FOR ME POA  
Ty  
3-27-18

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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 #37

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

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

### Article III – Pay, Hours and Benefits, Sec. 9.A. Mandatory Employee Retirement Contribution

296. For the duration of this Agreement, employees shall pay their own retirement contributions in accordance with the Charter. ~~Tier 1 employees will contribute an amount equal to 7% of covered gross salary; Tier 2 employees and Harbor Police Officers will contribute an amount equal to 7.5% of covered gross salary.~~ The parties acknowledge that said contributions satisfy the requirements of Charter Sections A8.595-11(d) and A8.597-11(d) for the duration of this Agreement.

#### Agreement:

For the City:

LeWanna Preston

Date:

1/31/18

For the Union:

Ty

Date:

1-31-18

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