

Date: March 16, 2018

Time: 1649

**Article III – Pay, Hours and Benefits, (NEW SECTION) Emergency Child Care Reimbursement Pilot Program**

**XXX. 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 ~~two~~ **six** incidents per employee. This pilot program will sunset on June 30, 2021.**

*For the City 3/16/18*  
*Lawanna Preston*

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

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**City Proposal #42 (Amended)**

Date: 3/16/18  
 Time: 10:48 am

**Article II – Employment Conditions, Sec. 4. Rights of Individual Employees**

75. 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.

76. The Employer City agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The Employer 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.

77. 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 is entitled to have another person present during the examination by the Police Physician. The employee may choose the gender of that person. The Chief of Police, or designee, will select a person to be present, based on the employee's choice of gender to have a person of the same sex designated by the Chief of Police present during any examination by the Police Physician.~~ An employee may seek an opinion of another physician of his/her choice and at his/her own expense and submit this supplemental report of such physician ~~is to be submitted~~ to the Police Physician. The Police Physician must consider the supplemental information in making his a recommendation to the Chief of Police. The employee is entitled to receive a copy of the ~~recommendation of the Police Physician's final report~~ recommendation. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician.

3/22/18 *For the City*  
Lananna Poston

*FOR THE POA*  
Ty [Signature]  
 3-22-18

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City Proposal #43/

Date:

2/9/18

Time:

11:42am

**Article II – Employment Conditions, Sec. 7. Pregnancy, Maternity and Family Care Leaves**

**Sec. 7. Pregnancy, Maternity and Family Care Leaves**

**A. Pregnancy Policy**

- ~~85. The medical opinion of the employee's attending physician as to the length of time the employee can perform full duty without danger due to pregnancy will be honored subject to Civil Service Commission Rules.~~
- ~~86. At the time the attending physician notifies the Department in writing requesting limited duty status for the pregnant employee, the employee will be released to limited duty consistent with Department policy.~~
- ~~87. Pregnant employees may wear their civilian clothing or, with the approval of the Department, a uniform modified for pregnancy. There is no official Department maternity wear.~~
- ~~88. Vacation and sick leave with pay may be taken by the pregnant officer at any time up to amount accumulated and consistent with Department and Civil Service Rules governing the use of such time.~~

**B. Maternity Policy**

- ~~89. Maternity leave is the right of every employee in accordance with Civil Service Commission Rules. Attached for informational purposes only as Appendix A is Civil Service Rule 220 (in part) dealing with leaves of absence (general requirements) and sick leave (sick leave maternity).~~
- ~~90. The starting date for maternity leave is a decision of the employee and her doctor.~~
- ~~91. The return date from maternity is a decision of the employee and her doctor.~~
- ~~92. The employee has the right to include vacation time in maternity leave.~~

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**Employee Relations**

City and County of San Francisco  
Department of Human Resources

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

~~93. When an employee returns to work from her maternity leave, she will be reinstated to her original job (same location and shift) as assigned to her on the start date of her maternity leave.~~

~~C. Family Care Leave~~

~~95. Family care leave shall be granted to employees in accordance with Civil Service Commission Rule 220.~~

~~96. An employee's return to work from family care leave shall be governed by the existing practices of the Department with respect to all other leaves of absence.~~

**Agreement:**

For the City: Lawanna Preston

Date: 2/26/18

For the Union: [Signature]

Date: 2.26.18

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**City Proposal #44 (Amended)**

Date: 3/26/18

Time: 1612

**Article II – Employment Conditions, Sec. 9. Seniority List**

- 97. ~~The Department shall establish a master seniority list comprised of all employees by Civil Service rank, which shall be maintained on a current basis, and which shall be posted each year from January 1 until December 31 in each district station, bureau and unit, in conspicuous places, and a copy thereof shall be delivered to the Secretary of the Association. Objections to the seniority list shall be reported to the Chief on or before January 15 of each year.~~ The Department of Human Resources will generate a master seniority list by Civil Service rank and provide it to the Association by January 1<sup>st</sup> 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.
  
- 98. ~~Traffic Company Seniority. Notwithstanding the preceding paragraph, seniority within the traffic Company shall be based upon the date of assignment to the Traffic Company. Should Officers be assigned on the same date, their seniority on the Department's DGO 11.06 list will be determinative. Unit seniority will be utilized through June 30, 2015 only.~~
  
- 989. The Department of Human Resources shall consider any objections or requests on their merits and take any appropriate action. ~~All objections shall be considered on their merits and appropriate actions shall be promptly taken. 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.~~ for an appointment to a position.

*For the City*  
*Lawanna Preston*  
*3/26/18*

*FOR THE POA*  
*Ty M*  
*3-26-18*

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**POA Counter Proposal to City Proposal #46 (Amended)**

**March 22, 2018**

Time: 1644

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

G. Solo Motorcycle Officers.

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

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

120. 2. For purpose of the ~~bi-annual~~ seniority sign-ups ~~occurring three times a year~~, Solo Motorcycle Officers in Co. K and at the Airport Bureau will be treated as one unit.

*TM OXP 3/22/18*

~~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.~~

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**bold**

1216- 38. Any future Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-12 list. Any officer filling a vacancy from the P-12 list shall remain in that assignment until the next ~~of~~ <sup>TM</sup> ~~annual~~ seniority sign-up of the three sign-ups per year, when he/she shall participate in the seniority sign-up process. Notwithstanding the above, the Chief of Police retains the authority to assign, reassign, and transfer Solo Motorcycle Officers at his/her sole discretion. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.

DAP  
3/22/18

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

For the City  
Rawanna Preston  
3/22/18

FOR THE POA

Ty  
3/22/18

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Department of Human Resources

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

**City Counter to Union Proposal #47**  
March 21, 2018

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."

FOR THE POA

  
3-22-18

For the City  
Rainanna Preston  
3/22/18



Date: February 9, 2018

Article II – Employment Conditions, Sec. 22. Officer Sergeants Rotation

Section 22. Officer Sergeants Rotation Pilot Program.

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. The parties have agreed to discuss the creation of a Sergeants Rotation Pilot Program.~~
156. The parties further agree to discuss ~~continue discussions regarding expansion of this program in the interest of promoting career development for all officers sergeants. The City will only implement the program upon the mutual agreement of the parties.~~

Approved:  
For the City: Lawanna Foster  
2/9/18

For the SFPOA: Ty  
2.9.18



City Proposal # 49

Date: 1-23-18

Time: 1674 HRs

**Appendix C. Mandatory Rotation Policy in the San Francisco Police Department's Field Operations Bureau**

Appendix C.

~~Mandatory Rotation Policy in the San Francisco Police Department's Field Operations Bureau~~

~~The primary goal of the Mandatory Rotation Policy (MRP) is to expose both newly hired officers, along with future hires, to the various diverse communities in our City. As a result of the wide array of experiences, it is believed that officers will increase their overall knowledge of the communities they serve. This policy will effect a change to Department General Order 11.06, Personnel Transfers.~~

~~5-Year rotation for recently hired officers.~~

~~Under the MRP, officers hired on or after January 1, 2007 will be subject to a mandatory 5-year rotation.~~

~~Officers affected by the MRP will not be precluded from transferring to another station prior to the five-year period expiring. All permanent transfer rights (DGO 11.06) will still be protected under this plan. For example, an officer who was given an opportunity to transfer to another station assignment during his/her third year at a particular station will be allowed to transfer, but he/she will have five years at the new assignment. Under no circumstances will any officer affected under this plan be allowed to remain at an assignment for more than five years.~~

~~During the months of November and May of each year, officers shall submit a "Mandatory Transfer Request Form" for whatever station they would like to be transferred. After the first 20 positions (2 slots at each station) are filled at the district stations, the Deputy Chief of FOB, or his/her designee, will personally contact the remaining officers affected by this plan and inform them of what stations will have positions available. The implementation of the MRP will go into effect during the month of February and July each year, prior to the mandated station sign up.~~

~~In the second year of the program, the number of available slots per station will go from 2 per station to 3 per station. The Administration and the Police Officer's Association will meet and~~

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

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## San Francisco Police Officers' Association (SFPOA)

confer regarding additional slots per station after the second year of the rotational ("P2") plan.

The Staff Services Division will be responsible for keeping accurate records of those officers involved in the rotational ("P2") program. During the first week of November and May of every year, the Staff Services Division will consult the Commander and Deputy Chief of Patrol as to which officers must rotation in February and July. A designee from the Staff Services Division will send notices out to those officers transferring in February and July indicating that they will be contacted during the last two weeks in January and June for stations requests.

The Staff Services Division or a designee from the Field Operations Bureau Headquarters will contact those officers due for rotation, by seniority, and will provide them with the opportunity to choose their assignment, based on availability and their seniority. After the mandatory slots are filled, the Field Operations Bureau will designate assignments based on the needs for staffing at the district stations.

### TACTICAL COMPANY

All Q-2 officers who are currently assigned to the Tactical Company will not be affected by the 5-year mandatory rotation. All new transfers into the Tactical Company (S.W.A.T.) will be subject to a seven (7) year rotation. At the conclusion of the seven-year period, the Tactical officer will be given an opportunity to complete a "Mandatory Transfer Request Form" to request a station assignment, consistent with the above listed policy. The existing Department policy of requiring officers to pass a battery of tests before becoming a member of Tactical Company will remain in effect.

### CANINE UNIT/TACTICAL COMPANY

Effective with the next transfer into the Canine Unit, all new Q-2 officers will be subject to a seven (7) year rotation in the unit. All officers who are presently assigned to the Canine Unit will not be affected by this plan. At the conclusion of the seven-year assignment, all new officers will be required to leave the unit. At the conclusion of the seven-year period, the Canine officer will be given an opportunity to complete a "Mandatory Transfer Request Form" to request a station assignment, consistent with the MRP. Any present or future requirements that need to be met prior to becoming a member of the Canine Unit are not effected by this agreement.

### YOUTH SERVICES UNIT/SRO

All Q-2 officers who are currently assigned to the Youth Services Unit will not be affected by the 5-year mandatory rotation. The School Resource Officer Unit is an exempt position in the Field Operations Bureau. Upon implementation of the MRP, all officers must have at least 3 years seniority in the Department before being assigned to the Youth Services Unit and will remain in the unit for no longer than 5 years. At the conclusion of the 5 years, officers will return to their

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~~original assignments or they may choose to participate in the mandatory rotation program. (See above for veteran officer participation)~~

TACTICAL COMPANY/MARINE UNIT

~~All Q-2 officers who are currently assigned to the Marine Unit will not be affected by the 5-year mandatory rotation. All new transfers into the Tactical Company/Marine Unit will be subject to a seven (7) year rotation. At the conclusion of the seven-year period, the Marine Unit officer will be given an opportunity to complete a "Mandatory Transfer Request Form" to request a station assignment, consistent with the MRP. The existing Department policy of requiring officers to pass a battery of tests before becoming a member of Marine Unit officer will remain in effect.~~

HOMELAND SECURITY UNIT

~~All Q-2 officers who are currently assigned to the Homeland Security Unit will not be affected by the 5-year mandatory rotation. The Homeland Security Unit is an exempt position in the Field Operations Bureau. Upon implementation of the MRP, all officers who are assigned to the Homeland Security Unit thereafter will remain in the unit for no longer than 5 years. At the conclusion of the 5 years, the officer will return to their original assignment or they may choose to participate in the mandatory rotation program. (See above for veteran officer participation)~~

SERGEANTS IN FIELD OPERATIONS BUREAU

~~Beginning with new appointments after June 1, 2007, all new Sergeants will be subject to a five (5) year rotation. After receiving their permanent assignment as a Sergeant, they will be allowed to remain in that assignment for a period not to exceed five years. During this five-year time period, nothing precludes a Sergeant from accepting a transfer to another assignment in accordance with D.G.O. 11.06 to another station/assignment. At the start of this program, there should be 1 slot available at every station for veteran Sergeants who wish to participate in the MRP.~~

FOR THE CITY

Ravanna Proston

3/5/18

FOR THE POA

Ty  
3-5-18

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City Proposal #50

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

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

**Appendix A – Civil Service Rule 220**

**APPENDIX A**

***FOR INFORMATION PURPOSES ONLY***

**Civil Service Rule 220**

**Sec. 220.1 Leaves of Absence – General Requirements**

~~220.1.1~~ Leaves of absence, hereinafter referred to in this Rule as "leave," shall be governed by the provisions of this Rule. For the purpose of this Rule, "appointing officer" shall mean all elected officials; all department heads designated by the Charter as appointing officers and all Boards and Commissions when officiating as appointing officers.

~~220.1.2~~ Requests for leave shall be subject to the approval of the appointing officer or designee. The decision of the appointing officer or designee is final unless provision for appeal is specifically granted in this Rule. Such requests for appeal shall be processed in accordance with the appeal procedure provided in this Rule. Requests for military, maternity, or witness or jury duty leave shall be granted as provided herein.

~~220.1.3~~ Except for vacation leave, witness or jury duty leave, compulsory sick leave, disability leave or unpaid administrative leave, an employee requesting a leave for more than five (5) working days shall submit such request to the appointing officer or designee on the form prescribed by the Human Resources Director. Requests for sick leave in excess of five (5) continuous working days shall be certified by a licensed medical doctor, doctor of dental surgery, doctor of podiatric medicine, licensed clinical psychologist, Christian Science Practitioner or licensed doctor of chiropractic. Verification of sick leave with pay for less than five (5) working days (seven (7) calendar days in the case of part-time employees) as provided elsewhere in this Rule shall be required on an individual basis only and shall be based upon an evaluation of the individual attendance record of an employee.

~~220.1.4~~ The Human Resources Director may direct that leave requests be retained in the department and maintained in a manner so as to be readily available for audit, review, or analysis by Department of Human Resources staff.

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

~~220.1.5~~ Except as otherwise provided in these Rules, leave granted for the period stated on the prescribed form may be extended or abridged only with the approval of the appointing officer or designee. An employee who does not return to work on the approved date shall be deemed as away without official leave and shall be subject to automatic resignation as provided elsewhere in these Rules.

~~220.1.6~~ Except when an employee requesting sick leave has accumulated unused sick leave with pay credits and except for employees eligible for military leave with pay, witness or jury duty leave, disability leave or leave due to battery as provided elsewhere in this Rule, or for authorized holiday or vacation, leaves shall be without pay.

~~220.1.7~~ Refer to the Probationary Period Rule on leave during the probationary period.

~~220.1.8~~ Exempt employees may be granted leaves in accordance with the provisions of this Rule. The decision of the appointing officer shall be final and not subject to appeal.

~~220.1.9~~ An appointee shall not be required to sign a resignation form as a condition of approval of a leave.

~~220.1.10~~ Leaves granted under this Rule shall be indicated on time rolls as designated by the Controller.

~~220.1.11~~ An authorized leave granted under this Rule shall not be considered as a break in the continuous service of an employee.

#### **Sec. 220.7 Definition of Sick Leave**

A leave granted under this Rule for One of the following reasons shall be known as "sick leave":

...

#### **220.7.4 Sick Leave - Maternity**

Absence due to the employee's pregnancy or convalescent period following childbirth. Such leave shall not exceed six (6) months provided that such leave may be extended for permanent employees if a physician certifies that a longer convalescence period is required. Such extensions shall be subject to the provisions of this Rule governing sick leave without pay.

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Agreement:

For the City: Lalwana Preston

Date: 1/31/18

For the Union: Ty

Date: 1-31-18

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City CP #51 and UP #43

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

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

**Article I – Representation, NEW SECTION, Lineups**

**Section 9. Lineups**

**XX. \_\_\_\_\_ The Association’s access to its members following lineups is governed by Attachment (X).**

**Agreement:**

For the City: *Laura Preston*

Date: 5/4/18

For the Union: *[Signature]*

Date: 5/4/18

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**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.**

Ty 3/27/18  
Date  
for San Francisco Police Officers' Association  
*DO NOT MENTION*

Gregg Adam 3/27/18  
Date  
for San Francisco Police Officers' Association

LaWanna Preston 3/27/18  
Date  
for City & County of San Francisco

Hector Sainez 3/27/18  
Date  
Asst. Chief Hector Sainez  
for San Francisco Police Department

APPROVED AS TO FORM:

Treyor Koski 2/27/18  
Date  
Deputy City Attorney

FOR THE POA  
Ty  
3/27/18