File No. 091455 Committee Item No. 4
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee BUDGET AND FINANCE Date 1/13/10

Board of Supervisors Meeting Date _____

Cmte	Board	
☐	☐	Motion
☐	☐	Resolution
☒	☐	Ordinance
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☒	☐	Budget Analyst Report
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☐	☐	Introduction Form (for hearings)
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☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

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Completed by: Gail Johnson Date 1/8/10
Completed by: _____ Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

FILE NO. 091455

ORDINANCE NO.

[Memorandum of Understanding.]

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association for Unit 12B, to be effective July 1, 2009 through June 30, 2012.

Be it ordained by the People of the City and County of San Francisco:

Section 1. The Board of Supervisors hereby adopts and implements the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association for Unit 12B, to be effective July 1, 2009 through June 30, 2012.

The Memorandum of Understanding so implemented is on file in the office of the Board of Supervisors in Board File No. 091455.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: Elizabeth S. Salveson
ELIZABETH S. SALVESON
Chief Labor Attorney

MAYOR NEWSOM

Items 3 & 4 Files 09-1454 and 091455	Department(s): Sheriff's Department Department of Human Resources – Employee Relations Division (ERD)

EXECUTIVE SUMMARY

Legislative Objective

- The proposed ordinances would approve two three-year Memoranda of Understanding (MOUs) between the City and the Deputy Sheriff's Association (DSA) that would become effective retroactively from July 1, 2009 covering FY 2009-2010, FY 2010-2011 and FY 2011-2012.

Key Points

- The primary difference of the two proposed MOUs from the existing MOU for the DSA is (a) the two proposed MOUs divide the previous single MOU covering all Deputy Sheriff classifications, into two separate MOUs such that supervisory classifications are separate from the non-supervisory classifications and (b) the proposed MOUs achieve budgetary savings for FY 2009-2010 and FY 2010-2011.

Fiscal Impact

- Based on the Controller's cost analysis of the two subject MOUs, the following incremental savings and costs to the City by fiscal year will result from the proposed two MOUs:

FY 2009-2010 (budgetary savings)	$(2,031,892)
FY 2010-2011 (budgetary savings)	(476,161)
FY 2011-2012 (budgetary costs)	1,859,476
FY 2012-2013 (budgetary costs)	5,178,541
Total Net Incremental Cost Over the Four Year Period of the MOUs	$4,529,964

Recommendations in June, 2008 Budget Analyst Report

- The Budget Analyst performed a review of fixed post staffing in the City's Jails, and issued a report in June of 2008. That report included recommendations that the mandated staffing level provisions be removed from the MOU with the DSA, including a mandated 12 hour shift schedule at Jail No. 2 located in the Hall of Justice, noting, among other findings, that no major Sheriff's Department in the State of California mandates Jail staffing levels in their respective bargaining agreements.

- The previous recommendations of the Budget Analyst, which were intended to increase management flexibility to improve staffing assignments, have not been implemented through the two subject, proposed DSA MOUs.

Recommendation

- Therefore, the Budget and Legislative Analyst recommends that the proposed ordinances be continued to the call of the Chair and that the Department of Human Resources – Employee Relations Division (ERD) meet and confer with the DSA to remove from the proposed two MOUs (a) the currently mandated 12-hour shift provisions at Jail No. 2 and (b) the currently mandated minimum staffing levels in all of the City's seven jails.

DETAILS OF PROPOSED LEGISLATION

Background

The DSA MOU previously covered the following seven classifications in the Sheriff's Department.

8302 - Deputy Sheriff I
8304 - Deputy Sheriff
8306 - Senior Deputy Sheriff
8308 - Sheriff's Sergeant
8310 - Sheriff's Lieutenant
8312 - Sheriff's Captain
8314 - Chief Deputy Sheriff

The Sheriff's FY 2009-2010 budget includes 850 authorized FTE positions in the above seven classifications.

Proposed Legislation

The two proposed ordinances divided the previous single MOU covering the seven classifications listed above into two MOUs: (a) an MOU for the non-supervisory classifications including the 8302 - Deputy Sheriff I, the 8304 - Deputy Sheriff and the 8306 - Senior Deputy Sheriff; and (b) a separate MOU for the supervisory classifications including: the 8308 - Sheriff's Sergeant, the 8310 Sheriff's Lieutenant, the 8312 - Sheriff's Captain and the 8314 - Chief Deputy Sheriff. The Budget and Legislative Analyst notes that although the previous single DSA MOU has been divided into two separate MOUs, the MOU provisions remain substantially the same for both the previous MOU and the proposed MOUs.

The previous DSA MOU covered the four-year period from July 1, 2005 through June 30, 2009. The two proposed MOUs cover the three-year period, retroactive, from July 1, 2009 through June 30, 2012.

During the three-year term of the two proposed MOUs, the covered classifications would receive no wage increases except for a single "market rate adjustment" on June 25, 2012 that would be based on a survey by the ERD of the seven Bay Area Counties. The market rate adjustment granted on June 25, 2012 would be no lower than three percent and no greater than five percent of total paid compensation, including base wages plus premium pay, for Peace Officer Standards and Training (POST) certification, employer paid employee retirement contributions and longevity premium pay. For purposes of the Controller's cost estimate, the Controller used a five percent adjustment.

Other economic factors in the proposed two MOUs are: (a) a new provision imposing three unpaid holidays in FY 2009-2010; (b) a reduction from three unpaid holidays to one unpaid holiday in FY 2010-2011; (c) the suspension of the two percent longevity pay for employees with five or more years of service from January 9, 2010 through June 30, 2011; and (d) the suspension of uniform allowances of $850 per year per member for FY 2009-2010 and FY 2010-

2011. Beginning July 1, 2011 through June 30, 2012, the last year of the MOU, the above other economic factors, which would result in savings to the City for Fiscal Year 2009-2010 and 2010-2011, would revert back to the provisions of the previous MOU.

Mandate Statement

Legal Requirements

Article XI of the Charter, *Employer – Employee Relations System*, covers legal mandates for meeting and conferring with employees or their recognized employee organizations regarding salaries, working conditions, benefits and other terms and conditions of employment to be embodied in memoranda of understanding.

POLICY ISSUES

Policy Issue - Mandated Staffing Levels and 12-Hour Shifts in the City's Jails

The Budget Analyst performed a review of fixed post staffing in the City's Jails, and issued a report to the Board of Supervisors in June of 2008. This report included the following recommendations for the next DSA MOU: (a) that the MOU for sworn supervisory personnel be separated from sworn non-supervisory personnel, (b) that the mandated 12-hour shifts at Jail No. 2 in the Hall of Justice be removed from the two proposed MOUs, and (c) that all mandated minimum staffing levels for all of the City's seven jails be removed from the two proposed MOUs. The Budget and Legislative Analyst notes that the two proposed MOUs respond partially to the previous recommendations of the Budget Analyst in that the MOU for supervisory sworn personnel would be separate from non-supervisory sworn personnel. However, the Budget Analyst's other two recommendations, pertaining to mandated staffing levels, have not been implemented through the subject proposed two MOUs.

The June, 2008 prior report of the Budget Analyst specifically stated that:

> The [DSA] MOU.....contains minimum staffing levels for each of the Sheriff's seven jail facilities, which is inconsistent with practices in other California counties which the Budget Analyst surveyed. Among other findings in the Budget Analyst's report, no major Sheriff's Department in the State of California mandates Jail staffing levels in their respective bargaining agreements.
>
> The MOU between the DSA and the City contain two different shifts, a 12-hour shift and an 8-hour shift. The two facilities at the County Jail No. 1 (an 8-hour shift) and Jail No. 2 (a 12-hour shift), have different shifts, as noted in Sections 1 and 2 of this report. This makes staffing decisions more difficult for the commanders of these facilities. If one facility is short staffed, the differences in shifts creates operational problems because commanders are unable to move staff easily between facilities.

For operational concerns, the Budget Analyst therefore recommends that the Sheriff's Department meet and confer with the Deputy Sheriffs' Association to make sworn staff shifts consistent at each facility, by eliminating the 12-hour shift at County Jail No. 2 and throughout the department.

As a result, the Sheriff's Department does not have full management discretion or control when determining the minimum staffing needs for jail facilities, so that all proposed changes to staff assignments must first be approved by the DSA.

The Budget and Legislative Analyst therefore recommends that the Sheriff's Department and the Department of Human Resources-Employee Relations Division remove (1) the provisions in the two proposed MOUs which relate to mandated 12-hour shifts at Jail No. 2 and (b) all references to minimum staffing levels in the City's seven jails. As is common in other jurisdictions, the number of hours of each shift and the minimum staffing levels should be determined by departmental managers consistent with work rules, conditions of employment, jail population and technology improvements.

The Budget and Legislative Analyst notes that the proposed two MOUs for the DSA also include mandated staffing levels for Superior Court Security. Such staffing levels are funded through a work order with cost recoveries paid to the Sheriff by the Superior Court, using funds paid to the Court by the State of California. In September of 2009, the Superior Court notified the Sheriff that the State had imposed a furlough for ten days in FY 2009-2010 and that the Sheriff would not be paid for court security during those ten days.

In anticipation of such an action, language is included in the proposed two MOUs that states that in the event of such nonpayment for security services by the Superior Court, the Sheriff's Department management would meet and confer with the two DSA bargaining units to alter staffing such that the cost of court furloughs could be mitigated. According to Mr. Martin Gran, Director of Employee Relations, Deputy Sheriff personnel assigned to the courts are now reassigned to Jail security services or mandatory training on court furlough days. According to Mr. Gran, such flexibility reduces the need for overtime to staff fixed posts in the City's jails or to backfill for personnel who are required to fulfill training requirements.

FISCAL ANALYSIS

The attached memorandum from the Controller summarizes the incremental savings and costs of the proposed MOU as follows:

FY 2009-2010 (savings)	$(2,031,892)
FY 2010-2011 (savings)	(476,161)
FY 2011-2012 (costs)	1,859,476
FY 2012-2013 (costs)	5,178,541 *
Total Incremental Cost	$4,529,964

*Although FY 2012-2013 is not part of the proposed two three-year MOUs, an anticipated large salary "market rate adjustment" at the end of FY 2011-2012 will be annualized in FY 2012-2013, resulting in increased costs in FY 2012-2013 of $5,178,541. Additionally, the new MOUs that will be in place for FY 2012-2013, and which will be subject to future Board of Supervisors approval, may have additional costs or savings.

Nearly all salary and benefit costs for Sheriff's Deputies are General Fund supported.

The Budget and Legislative Analyst concurs with the Controller's estimated savings and cost analysis. Such savings have been incorporated into the Sheriff's FY 2009-2010 budget by the Mayor's "mid-year budget solutions".

POLICY ALTERNATIVES

The Budget and Legislative Analyst continues to conclude that the Sheriff's Department does not have full management discretion or control when determining the appropriate staffing levels for the City's seven jail facilities because of the mandated staffing levels that are locked into the provisions of the proposed two MOUs and because of the required 12 hour shift at Jail No. 2 in the Hall of Justice. Without proper management discretion and control, we conclude that the Sheriff's Department management is unable to respond to changing conditions in an efficient and effective manner such as periods of reduced jail population or when new technology to operate the jails results in increased efficiencies and economies.

RECOMMENDATIONS

The Budget and Legislative Analyst recommends that (a) the proposed ordinances be continued to the call of the Chair and that (b) the Department of Human Resources – Employee Relations Division meet and confer with the Deputy Sheriff's Association on the subject of removing from the proposed two MOUs, (a) the presently mandated 12-hour shift provisions at Jail No. 2 in the Hall of Justice and (b) the mandated minimum staffing levels in all of the City's seven Jails.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

December 22, 2009
Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

This analysis is based on a preliminary review of the proposed contract, and is subject to change.

RE: Memoranda of Understanding (MOU) with the San Francisco Deputy Sheriffs' Association, Units 12A and 12B

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the MOU between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, Units 12A and 12B. The MOU applies to the period commencing July 1, 2009 through June 30, 2012, affecting 892 authorized positions with a salary base of approximately $73.4 million and an overall pay and benefits base of approximately $88 million.

Based on our analysis, the MOU will result in a $2 million net cost savings in FY 2009-2010 and $476,000 additional savings in FY 2010-2011. The FY 2011-2012 budget will see an incremental increase of $1.9 million over base budget. During the term of the MOU, represented employees shall observe three unpaid holidays in fiscal year 2009-2010 and one unpaid holiday in FY 2010-2011, resulting in a $1.2 million dollar cost savings in wages for FY 2009-2010 and a $778,000 dollar cost increase in wages in FY 2010-2011. Beginning June 25, 2012 represented employees will receive a wage adjustment of a minimum of 3% to a maximum of 5% based on a survey resulting in a $60,000 increase in FY 2011-2012 and a $4.3 million increase in FY 2012-2013.

In addition, represented employees will forego a uniform allowance in FY 2010-2011 and FY 2011-2012, resulting in a $720,000 dollar cost savings in FY 2010-2011. Represented employees will also forgo longevity pay from January 9, 2010 through June 20, 2011 resulting in a $620,000 dollar cost savings in FY 2009-2010 and an additional $698,000 dollar cost savings in FY 2010-2011.

The Union and the City will meet to discuss minimum staffing requirements at the State and Superior Courts should there be projected cuts to the State Trial Courts budget that may result in a loss of funding for the Sheriff's Department. The Pilot Wellness Incentive Program will sunset on June 30, 2010, resulting in minor savings. In a side letter, represented employees will forego employer paid meals from January 1, 2010 through June 30, 2011 for a $170,000 dollar cost savings in FY 2009-2010, an additional $170,000 dollar cost savings in FY 2010-2011.

If you have additional questions or concerns please contact me at 554-7500 or Peg Stevenson of my staff at 554-7522.

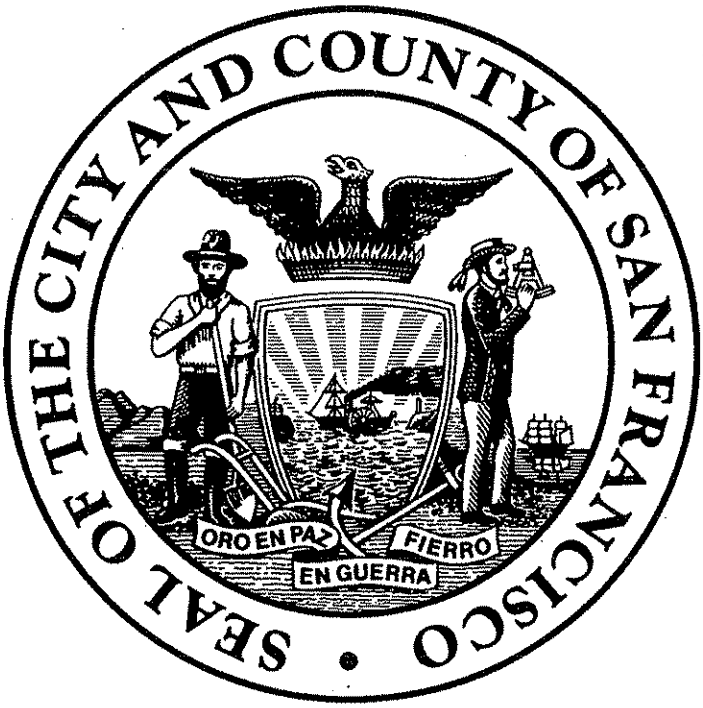
Sincerely,

Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

Attachment A
SF Deputy Sheriffs' Association
Estimated Costs/(Savings) FY 2009-2012
Controller's Office

Annual Costs/(Savings)	FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013
Wages: market increase between 3-5% effective June 25, 2012			$60,265	$4,339,086
Unpaid holidays: 3 in FY 2009-10 and 1 in FY 2010-11	($1,182,447)	$788,298	394,149	
Forego longevity pay January 9, 2010 through June 30, 2011	($620,684)	($696,465)	$1,317,150	
Uniform Allowance Suspension FY 2010-11 and FY 2011-12		($720,500)	$0	
Wage-Related Fringe Increases/(Decreases)	($228,761)	$152,507	$87,913	$839,456
Total Estimated Incremental Costs/(Savings)	$ (2,031,892)	$ (476,161)	$ 1,859,476	$ 5,178,541



COLLECTIVE BARGAINING AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

THE SAN FRANCISCO
DEPUTY SHERIFFS' ASSOCIATION
UNIT 12B

July 1, 2009 - June 30, 2012

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PREAMBLE

1. This Collective Bargaining Agreement (hereinafter "Agreement") is entered into by the City and County of San Francisco (hereinafter "City") acting through its designated representatives and the Deputy Sheriff's Association of San Francisco (hereinafter "DSA" or "Association").

ARTICLE I - REPRESENTATION

I.A. RECOGNITION

2. The City acknowledges that the Association has been certified by the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classes:

8308 - Sheriff's Sergeant
8310 - Sheriff's Lieutenant
8312 - Sheriff's Captain
8314 - Chief Deputy Sheriff

3. Recognition shall only be extended to individual classes accreted to existing bargaining units covered by this Agreement. Application of this provision shall not extend to new bargaining units, added by affiliations or service agreements, unless mutually agreed in writing by the parties. Upon request of the Association, the City will meet and confer concerning proposed changes to bargaining units.

I.B. INTENT

4. It is the purpose of this Agreement to promote and provide for harmonious relations, cooperation and understanding between and among the City, the Sheriff and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise out of this Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the employees covered hereby including those matters over which the Sheriff has jurisdiction.

5. It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City, the Association, and represented employees. Such achievement is recognized to be a mutual obligation of the parties to this Agreement within their respective roles and responsibilities.

I.C. NO STRIKE PROVISION

6. During the term of this Agreement, the City will not lock out the employees who are covered by this Agreement. The Association and the employees shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike during the term of this Agreement.

I.D. OBJECTIVE OF THE CITY

7. It is the intent of the parties signatory hereto that the provisions of this Agreement shall become binding on the dates agreed to herein. It is the intent of the Mayor and the Board of Supervisors acting on behalf of the City to agree to wages, hours, and other terms and conditions of employment as are within the Mayor's jurisdiction, powers and authority to act as defined by the Charter, State Law, California Constitution and other applicable bodies of the law. This Agreement shall be binding on any and all employees or parts of the City, including its Commissions, but shall in no way affect the powers and jurisdiction of the Civil Service Commission.

I.E. MANAGEMENT RIGHTS

8. Except as otherwise provided in this Agreement, in accordance with applicable state law, nothing herein shall be construed to restrict any legal City rights concerning direction of its work force, or consideration of the merits, necessity, or organization of any service or activity provided by the City.

9. The City shall also have the right to determine the mission of its constituent departments, officers, boards and commissions; set standards of services to be offered to the public; and exercise control and discretion over the City's organization and operations. The City may also relieve City employees from duty due to lack of work or funds, and may determine the methods, means and personnel by which the City's operations are to be conducted. However, the exercise of such rights does not preclude employees from utilizing the grievance procedure to process grievances regarding the practical consequence of any such actions on wages, hours, benefits or other terms and conditions of employment specified in this Agreement.

I.F. EMPLOYEE REPRESENTATIVES

10. The Association may select up to three (3) employees for purposes of meeting and conferring with the City on matters within the scope of representation. If a situation should arise where the Association believes that more than three (3) employee members should be present at such meetings, and the City disagrees, the Association shall take the matter up with the Employee Relations Director and the parties shall attempt to reach agreement as to how many employees shall be authorized to participate in said meetings.

11. 1. The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

12. 2. No selected employee member shall leave the duty or work station, or assignment without specific approval of appropriate employer representative.

13. 3. In scheduling meetings, due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

I.G. SHOP STEWARDS

14. 1. The Association shall have the right to appoint a Steward, who shall be under the direction of the Deputy Sheriff's Association president, for each facility where employees are employed under the terms of this Agreement. The Association shall provide the Sheriff with a written list of Stewards and their work locations, and shall notify the Sheriff of any changes in the designation of Stewards.

15. 2. The Stewards shall see that this Agreement and working conditions are observed, protecting the rights of both the City and the employees covered by this Agreement. Their duties include the investigation and presentation of grievance for adjustment.

16. 3. Upon notification of an appropriate management person, stewards, subject to management approval, which shall not be unreasonably withheld, shall be granted release time to investigate and process grievances and appeals. Stewards shall advise their supervisors/management of the area or work location where they will be investigating and processing grievances.

I.H. GRIEVANCE PROCEDURE

17. The following procedures are adopted by the parties to provide for the orderly and efficient disposition of grievances and are the sole and exclusive procedures for resolving grievances as defined herein.

18. 1. *Definition.* A grievance is defined as an allegation by an employee, a group of employees or the Association that the City has violated, misapplied or misinterpreted a term or condition of employment provided in this Agreement. A grievance does not include the following:

19. a. All Civil Service Commission "carve-outs," as described in Charter section A8.409-3.

20. b. Performance evaluations, provided however, that employees shall be entitled to submit written rebuttals to unfavorable performance evaluations. Said rebuttal shall be attached to the performance evaluation and placed in the employee's official personnel file. In the event of an unfavorable performance rating, the employee shall be entitled to a performance review conference with the author and the reviewer of the performance evaluation. The employee shall be entitled to Association representation at said conference.

21. 2. *Time Limits.* The time limits set forth herein may be extended by agreement of the parties. Any such extension must be for a specifically stated period of time and confirmed in writing. In the event a grievance is not filed or appealed in a timely manner it shall be deemed withdrawn. Failure of the City to timely reply shall authorize the Association to appeal the grievance to the next step in the Grievance Procedure.

22. *Economic Claims.* Any claim for monetary relief shall not extend more than thirty (30) calendar days prior to the filing of a grievance. Though the resolution of disputes outside the Grievance Procedure is desired, it is understood by the Association that, in order to preserve its claims for monetary relief, it will file a grievance upon having knowledge of the aggrieved event and, should resolution outside the Grievance Procedure appear probable, request an abeyance of the Grievance Procedure time limits, as set forth in section 2, above. The City will not unreasonably refuse a request for abeyance where settlement of an economic claim appears probable.

3. *Grievance Initiation.*

23. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over all employees affected by the grievance.

24. b. Only the Association may file a grievance arising from a final disciplinary decision. These matters shall be initiated with the Sheriff or his designee at Step 2.

25. c. All other issues shall be initiated at Step 1.

26. 4. *Steps of the Procedure.* The grievant shall discuss the grievance informally with his/her immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than ten (10) calendar days from the date of the occurrence of the act or the date the grievant might reasonably

have been expected to have learned of the alleged violation being grieved. The grievant may have an Association representative present.

27. a. *Step 1.* If the grievance is not resolved within seven (7) calendar days after contact with the immediate supervisor, the grievant will submit the grievance in writing to the facility or division commander no later than seventeen (17) calendar days of the facts or event giving rise to the grievance. The grievance will be submitted on a mutually agreeable grievance form. The grievance will set forth the facts of the grievance, the terms and conditions of the Agreement claimed to have been violated, misapplied or misinterpreted, and the remedy or solution being sought by the grievant.

28. The facility or division commander shall respond in writing within fifteen (15) calendar days following receipt of the written grievance.

29. b. *Step 2.* A grievant dissatisfied with the facility or division commander's response at Step 1 may appeal to the Sheriff, or his designee, in writing, within fifteen (15) calendar days of receipt of the Step 1 answer. The Sheriff, or his designee, may convene a meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. The Sheriff, or his designee, shall respond in writing within fifteen (15) calendar days of the meeting or receipt of the grievance, whichever is later.

c. *Step 3.*

30. (1) *For Contract Interpretation grievances only.* A grievant dissatisfied with the Sheriff 's response at Step 2 may appeal to the Director, Employee Relations, or its designee ("ERD"), in writing, specifying the reason(s) why it is dissatisfied with the Department's response, within fifteen (15) calendar days of receipt of the Step 2 answer. The grievance shall contain copies of all earlier correspondence and materials reviewed at the earlier steps. ERD may convene a grievance meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. ERD shall have fifteen (15) calendar days after the receipt of the written grievance, or if a meeting is held, fifteen (15) calendar days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.

31. (2) *For Disciplinary Grievances only.* The Association dissatisfied with the Sheriff's response at Step 2 may appeal to the Administrative Appeals Board, as provided in the Sheriff's Department Policy, Article X. A copy of the Sheriff's Department Policy, Article X is attached

hereto as Appendix A. A copy of both the grievant's appeal and the final written decision of the Administrative Appeals Board shall be forwarded to ERD. Disciplinary grievances may be appealed only through the Administrative Appeals Board and may not be submitted to arbitration under this Article.

32. 5. *Step 4 --- Arbitration for Contractual Interpretation grievances only.* If the Association is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within fifteen (15) calendar days of its receipt of the Step 3 response, that arbitration is being invoked. Only the Association may submit a Contractual Interpretation grievance to arbitration under this Article.

33. 6. *Expedited Arbitration.* By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit any Contractual Interpretation grievance to the Expedited Arbitration process.

34. a. *Selection of the Arbitrator for Expedited Arbitration.* The parties will first attempt to mutually agree on an arbitrator within seven (7) days of the invocation of Expedited Arbitration. If the parties are unable to agree on a selection within the seven (7) days, either party may request a list of seven (7) appropriately experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). As a condition of appointment to the CSMCS panel, each of the panelists must certify that (s)he will be available to hear the Expedited Arbitration in not greater than thirty (30) days from her/his selection.

35. The parties will alternately strike panelists until a single name remains. Should the remaining panelist be unable to preside over the Expedited Arbitration within thirty (30) days, the last name stricken from the panel will be contacted, and continuing, if necessary, in reverse order of the names being stricken, until a panelist is selected who can preside over the Expedited Arbitration within thirty (30) days. Whether the Association or City strikes the first name in the alternating process shall be determined by lot.

36. b. *Proceeding.* No briefs will be used in Expedited Arbitration. Testimony and evidence will be limited consistent with the expedited format, as deemed appropriate by the arbitrator. There will be no court reporter or transcription of the proceeding, unless either party or the arbitrator requests one. At the conclusion of the Expedited Arbitration, the arbitrator will make a bench decision. Every effort shall be made to have a bench decision followed by a written decision. Expedited arbitration decisions will be non-precedential except in future issues regarding the same employee.

37. c. *Costs.* Each party shall bear its own expenses in connection with the presentation of its case. All fees and expenses of the arbitrator shall be borne and shared equally by the parties. The costs of a court reporter and the transcription of the proceeding, if any, shall be paid by the party requesting such, unless requested by the arbitrator, which will then be borne and equally shared by the parties. In the event that an Expedited Arbitration hearing is canceled resulting in a cancellation fee, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

38. 7. *Selection of an Arbitrator (not Expedited Arbitration).* The parties agree to the following list of at least seven (7) but not more than ten (10) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement.

Chuck Askin
Buddy Cohn
MaryAnn Dresner
Matt Goldberg
Kenyette Jones
Luella Nelson
William Riker
Katherine Thomson
Carol Vendrillo
Barry Winograd

39. When a matter is appealed to arbitration the parties shall first attempt to mutually agree on an arbitrator. In the event no agreement is reached within ten (10) calendar days, the arbitrator shall be selected from the permanent panel in accordance with the following procedure:

40. a. Panelists shall be listed in alphabetical order. The case shall be assigned to the next panelist in order, provided however that each party shall be entitled to one strike.

41. b. The panelist next in order following any strike options exercised by the parties shall be designated to hear the case.

42. c. In the event that either party strikes a panelist's name from the list in accordance with this section, the struck panelist's name shall be placed at the bottom of the list. Once struck, the same party may not strike that panelist's name again until that panelist has been selected to preside over an arbitration.

43. *Authority of the Arbitrator.* The decision of the arbitrator (for both Arbitration and Expedited Arbitration) shall be final and binding, unless challenged under applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

44. *Costs of Arbitration.* The direct expenses of the arbitration including the fees and expenses of the arbitrator and any court reporter shall be borne and shared equally by the parties. In the event that an arbitration is canceled resulting in a cancellation fee from the arbitrator and/or the court reporter, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

45. *Hearing Dates and Date of Award.* Except for the Expedited Arbitration procedure described above, hearing dates shall be scheduled within thirty (30) working days of selection of an arbitrator or on the next practicable date mutually agreeable to the parties. Awards shall be due forty-five (45) calendar days following the receipt of closing arguments. As a condition of appointment to the permanent panel, arbitrators shall be advised of this requirement and shall certify their willingness to abide by these time limits.

46. 8. *The Discipline Process.* The imposition of discipline shall be governed by Department Policy, Article X. A copy of Department Policy, Article X is attached hereto as Appendix A.

I.I. UNION SECURITY

47. 1. *Authorization for Deductions.* The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.

48. 2. *Dues Deductions.* Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Association, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. mail addressed to the Payroll/Personnel Services Division, Office of the

Controller, 875 Stevenson, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.

I.J. AGENCY SHOP

49. 1. *Application.* Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Association in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Association shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Association no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.

50. *Implementation.* An agency shop shall be implemented within representation units or subunits when:

51. a. *Election.* The Association has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and fifty percent (50%) plus one of those voting favor agency shop, or

52. b. *2/3 Membership.* The Association makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Association, or

53. c. *New Employees.* The Association requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Association and the Employee Relations Division.

54. 2. *Service Fee.* Upon such an event occurring, employees of the City in the particular unit or subunit, 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.

55. 3. *Religious Exemption.* Any employee of the City in a classification identified in Article I.A., who is a member of a bona fide religion, body or sect which 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 Association 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.

56. 4. *Payroll Deduction.* The Association shall provide the Employee Relations Director and the City with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The City may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in (b) and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in (a) thereof, and each pay period thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the City will promptly pay over to the Association all sums withheld for membership or service fees.

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

58. 6. *Indemnification.* The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.

59. 7. *Hudson Compliance.* The Association 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 Association shall certify in writing to the City that the Association has complied with the requirements set forth in this article and in *Hudson*, 475 U.S. 292.

I.K. BULLETIN BOARDS / UNION ACCESS / GENERAL INFORMATION

60. *Employee Lists.* The Controller/City's designee shall provide with each dues deduction payment a list of employees paying membership fees and a list of employees paying service

fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.

61. *Bulletin Boards.* The City agrees to provide a reasonable amount of space on bulletin boards within Department facilities for use by the Association to communicate with its employees on representation-related matters. All posted Association literature must be dated, identified by affiliation and author, and neatly displayed. The Association must remove postings from Department bulletin board when the materials are no longer timely. The Department may remove any literature not posted within the specific limits of this section upon notifying the Association.

62. Any Association member posting Association literature shall do so in a manner that does not interfere with or interrupt the performance of employees' duties.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A NON-DISCRIMINATION

63. The City and the Association recognize that the City is required to comply with the California Fair Employment and Housing Act, Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1963, and other applicable federal, state and local statutes prohibiting discrimination, harassment and retaliation. The City and the Association agree that, pursuant to the City's obligations under those state, federal and local statutes no bargaining unit member employed by the City shall in any way be discriminated or retaliated against, or harassed, because of race, color, creed, religion, sex, gender identity, national origin, physical handicap, age, political affiliation or opinion, or sexual preference. The parties agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with all applicable state, federal and local statutes. The City and the Association further agree that no bargaining unit member shall be discriminated against because of Association activity.

64. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Association shall elect one. An individual employee may exercise whatever right he or she may have under the law.

II.B AMERICANS WITH DISABILITIES ACT

65. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans' With Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply with such statutes; however, such action does not include the right to create permanent light duty assignments or the requirement of the Department to accommodate any individual who is permanently incapable of performing the essential job duties as determined by the Sheriff.

II.C LAYOFFS

66. Any permanent employee laid off may have the selection of one of the two following options:

67. 1. Placement on the Civil Service Commission holdover roster for a duration of one (1) year, or

68. 2. Severance pay of one (1) week's pay for every year of permanent service to a five (5) year maximum. The employee's decision concerning the above shall be irrevocable.

69. Placement on the Civil Service Commission holdover roster falls within the jurisdiction of the Civil Service Commission pursuant to Charter Sections A8.409 *et seq.* and is not therefore subject to grievance or arbitration.

II.D ASSIGNMENT OF WORK

70. 1. *Probationary Period.* As defined and administered by the Civil Service Commission, the probationary period shall be as follows:

Class 8308 - Sheriff's Sergeant	1 year
Class 8310 - Sheriff's Lieutenant	1 year
Class 8312 - Sheriff's Captain	1 year
Class 8314 - Chief Deputy Sheriff	1 year

71. The duration of the probationary period may be extended by written mutual agreement of the employee, the Association and the Sheriff.

2. *Reclassification/Reorganization.*

72. a. *Effects of Reclassification.* Upon approval of the reclassification of an existing position by the Human Resources Director or the Civil Service Commission, the incumbent shall be laid off, and shall be eligible to exercise seniority to fill another position in the class occupied prior to the reclassification in accordance with the rules of the Civil Service Commission or provisions of the Agreement whichever governs.

73. The exercise of seniority shall be the exclusive remedy available to the affected employee and employee organization. The subject matter of this provision shall not be subject to the grievance procedure, except claims based on the application of seniority.

74. b. *Transfer of Work between Bargaining Units/Incidental Employee Work Assignments.* The City shall have the right, in its sole discretion, to assign work to any classification determined to be appropriate for the performance of said duties.

75. The incidental assignment of out of class duties shall be subject to this provision. Incidental duties shall be defined as those constituting a minor portion of the employee's assignment.

76. The subject matter of this provision shall not be subject to the grievance procedure.

77. c. *Reorganization.* The parties recognize and agree that the reorganization of departments and/or departmental units and divisions, and the work pertaining thereto, is the sole and exclusive prerogative of the City. Any action of the City undertaken in connection with this provision, including the consequences thereof, shall not be subject to the grievance procedure.

78. 3. *Staffing levels.* Current staffing in county jail facilities and courts should be carried forward as minimum staffing. Current minimum staffing levels for the county jails and courts are contained in Appendix B.

79. In the event that the State or Superior Court publishes via letter to the City or Sheriff's Department or posts such information on the internet that predicts cuts to the State Trial Courts budget that may result in a loss of funding for the Sheriff's Office such that State funding would no longer cover staffing at MOU minimums, the City shall give the union 30-days notice of a proposed staffing plan. During that 30-day period, the parties shall meet and confer in good faith over the staffing plan and officer safety issues. At the end of the 30-day meet and confer period, if no agreement has been reached, the Sheriff may implement its proposed staffing plan consistent with predicted or actual State funding. If the union seeks to keep staffing at levels above that proposed or implemented by the Department, it may take the issue to expedited arbitration under the MOU. The arbitrator shall consider the financial condition of the City and Department, the State budget, officer safety and other evidence the arbitrator deems relevant to evaluating the staffing plan. The arbitrator's authority is limited to setting overall minimum staffing levels at the courts prospectively for the term of the MOU, and shall be final and binding.

80. 4. *Assignment of Function.*

81. a. *Assignment of functions.* Without limitation to the Sheriff's discretion to make out-of-class assignments, the City shall not allocate to any person not an appointee in any of the following classes:

Sheriff's Sergeant
Sheriff's Lieutenant
Sheriff's Captain
Chief Deputy Sheriff

82. any of the functions now performed or to be performed by appointees within the aforesaid classes considered in the aggregate, as to the following:

83. (1) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail;

84. (2) the security of the San Francisco Municipal and Superior Courts; and,

85. (3) the enforcement of civil processes within the City and County of San Francisco.

86. b. *Meet and Confer.* The City shall not undertake in any manner to allocate to any person not an appointee within any of the aforesaid classes any of the functions now performed by appointees within the aforesaid classes, as to the hiring, training, retention, promotion, compensation, discipline, or discharge of employees within said classes, without advance notice of intent to the Deputy Sheriff's Association and appropriate meet and confer in advance of such allocation having due regard for the following:

87. (1) the current practices of other local law enforcement agencies within the State of California;

88. (2) the availability of training in the aforesaid functions as certified by the Commission on Peace Officer Standards and Training of the State of California;

89. (3) the quality of service to be provided by the Sheriff's Department; and,

90. (4) bargaining unit work performed prior to 1986.

91. c. The parties incorporate by reference as if fully set forth Administration Code Sections 16.215(e)(1-4).

92. 5. Matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

II.E PERSONNEL FILES AND OTHER PERSONNEL MATTERS

93. Qualified employees covered by the Agreement shall be entitled to the protections afforded under the Peace Officers' Bill of Rights, Government Code Section 3309. The interpretation of Government Code Section 3309 shall not be subject to grievance or arbitration.

94. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisal, including documents attached to the appraisals, shall be placed in the employee's official

personnel file, and shall be removed only upon written authorization of the Sheriff, subject to the approval of the Civil Service Commission.

ARTICLE III - PAY, HOURS AND BENEFITS

III.A. WAGES

95. 1. Market Wage Adjustments

96. Fiscal Year 2011 – 2012:
Effective June 25, 2012, all covered employees shall receive a market wage adjustment as set forth below.

97. The Department will implement the June 25, 2012 market wage adjustment based on a survey to be conducted by the City of the following counties: Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Santa Cruz, Solano and Sonoma.

98. The salary survey shall measure total compensation for the rank of Deputy Sheriff (8304) based on the following data points:

- Maximum monthly salary for the rank of Deputy Sheriff (8304);
- Maximum educational incentive premiums (e.g., Adv. POST);
- Employer payment of mandatory employee retirement contributions and retirement supplements;
- Longevity/Retention premiums

99. The salary survey shall be completed no later than May 15, 2012 for a market wage adjustments effective June 25, 2012. The rates reported for the counties listed above shall be those known and officially authorized for payment as of May 15 and to be in effect in those counties on or before June 25, 2012. If rates are not known and authorized by May 15, 2012 for June 25, 2012, the rates reported shall be those in effect on May 15, 2012. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.

100. 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 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.

101. 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.

102. The surveyed data shall be reported by each county 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 Deputy Sheriffs for the identical data points shall be calculated as a percentage and the difference, if any, shall be the basis for market wage adjustments as follows:

103. The difference between the average total amount of all survey data points and comparable total amount for San Francisco Deputy Sheriffs (8304). This base wage increase shall be no lower than 3% and no higher than 5%.

104. The parties acknowledge and understand that the market wage adjustment process set forth herein was reached by mutual agreement and is intended to determine market wage adjustments only during the term of this Agreement.

III.B. WORK SCHEDULES

105. 1. *Regular Work Day.* Unless agreed upon by the City and the Association as set forth below under the heading "Alternate Work Schedule", a regular workday is a tour of duty of eight (8) hours of work completed within not more than twenty-four (24) hours. There shall be no split shift.

106. 2. *Regular Work Week.* The Sheriff shall determine the work schedule for employees in his/her department. Unless agreed upon by the Association and the City as set forth below under the heading "Alternate Work Schedule", a regular workweek is a tour of duty of five (5) consecutive days within a seven (7) day period. A regular workweek is a tour of duty of five (5) consecutive days within a seven (7) day period. However, employees who are moving from one shift or one work schedule to another may be required to work in excess of five (5) working days in conjunction with changes in their work shifts or schedules.

107. 3. *Alternate Work Schedule.* By mutual agreement, the City and the Association may enter into cost equivalent alternate work schedules for some or all represented employees. Such alternate work schedules may include, but are not limited to, core hours flex-time; full-time work weeks of less than five (5) days; or a combination of features mutually agreeable to the parties. Such changes in the work schedule shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as those provided to employees on five (5) day, forty (40) hour a week schedules.

III.C. ADDITIONAL COMPENSATION

108. Each premium or additional compensation set forth below shall be separately calculated based on an employee's base rate of pay.

1. Night Duty.

109. Employees who, as part of their regularly scheduled work shift, are required to work any hours between 4:00 p.m. and 11:00 p.m. shall receive a premium of eight and one-half percent (8.5%) per hour in addition to their straight time hourly base rate of pay for any and all hours worked between 4:00 p.m. and 11:00 p.m.

110. Employees who, as part of their regularly scheduled work shift, are required to work any hours between 11:00 p.m. and 6:00 a.m. shall receive a premium of ten percent (10%) per hour in addition to their straight time hourly base rate of pay for any and all hours worked between 11:00 p.m. and 6:00 a.m.

111. Excluded from these provisions are those employees who participate in an authorized flex-time program where the work shift includes hours to be worked between the hours of 5:00 p.m. and 7:00 a.m. Day shift employees assigned to work during the night duty premium hours are not eligible for night duty premium.

2. Stand-by Pay.

112. Employees who as part of the duties of their positions are required by the Sheriff in writing to standby when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25%) percent of their regular straight time rate of pay for the period of such standby service; except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with an electronic paging device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes or positions whose duties are primarily administrative in nature, as designated by the Sheriff.

3. Call Back Pay.

113. Employees ordered back to work following the completion of their work day and departure from their place of employment shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. For employees covered by this Agreement, call-back means being ordered to work in an emergency, as a witness in a criminal matter, or when ordered for other reasons. Call-back does not mean continuing duty that does not have a substantial break, court appearances

as a result of off-duty employment or personal reasons, prescheduled overtime, or employees called in to duty when on standby status.

4. Special Skills & Duties.

114. a. *Officer Training Duties.* Employees represented by the Association who are assigned training officer duties shall be paid an additional $3.12 (three dollars and twelve cents) per hour when such duties are actually performed.

115. b. *Honor/Color Guard.* The City agrees to provide a premium of 0.5% per pay period to each represented employee who has served in the Sheriff's Honor/Color Guard for at least one week during that pay period.

c. *Emergency Services.* The City agrees to provide a premium of 1% per pay period to each represented employee who was assigned to the Emergency Services Unit for at least one week during that pay period. To be entitled to this premium, employees assigned to the Emergency Services Unit must agree to wear a Department issued pager while off-duty and to respond immediately when paged. While assigned to this Unit, employees are not eligible to receive standby pay under Article III.C. of this Agreement for any service related to the Emergency Services Unit.

5. Bilingual Premium.

116. Bilingual pay, in the amount of thirty-five dollars ($35) bi-weekly, shall be paid to members who have been certified by the Department of Human Resources as having proficiency in Spanish, Cantonese, Mandarin, Tagalog, sign language for the hearing impaired and Braille for the visually impaired. Members certified by the Department of Human Resources as having proficiency in other languages shall, upon the approval of the Sheriff, receive this bilingual premium.

6. Acting Assignment Pay.

117. a. Employees assigned by the Sheriff or his designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive compensation at a higher salary if all of the following conditions are met: (1) The assignment shall be in writing; (2) The position to which the employee is assigned must be a budgeted position; and (3) The employee is assigned to perform the duties of a higher classification for longer than ten (10) consecutive working days.

118. Upon written approval by the Sheriff, beginning on the eleventh (11th) day of an acting assignment under this section and retroactive to the first (1st) day of the assignment, an employee shall be paid at a step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does not exceed the maximum step of the salary schedule of the class to which temporarily assigned. Premiums based on percent of salary shall be paid at a rate which includes out of class pay.

119. Requests for classification or reclassification review shall not be governed by this provision.

120. b. *Facility Commander Pay.* When a Facility Commander has been assigned but is absent, the senior Sergeant or Lieutenant on the 2nd watch shall be entitled to a seven and one-half percent (7.5%) premium over his/her regular rate of pay for that shift. A Facility Commander shall be considered absent if he/she is off duty for the full shift or is on duty but is physically away from the assigned facility for the full shift. The term "Facility" shall include: County Jail #1, 2, 3, 7, 8 and 9, Court Services, Field Services and Administration.

121. c. *Acting Watch Commander.* An 8308 Sheriff's Sergeant when assigned, under Sheriff's Department rules, to the duties of a higher ranking supervisor who is the Watch Commander during the absence of the Watch Commander during his or her normal tour of duty, at Jails #1, 2, 3, 7, 8, 9, Hall of Justice Courts (in the absence of an 8310), Alternative Program Division, Station Transfer Unit, Institutional Police Unit, Civic Center Courts, Youth Guidance Center, the General Hospital Security wing, CAD/911, the Central Warrant Bureau (CWB), City Hall Security, Transportation, the Training Unit, the Investigative Services Unit, or the Classification Unit, shall be entitled to a seven and one-half percent (7.5%) premium over his/her normal compensation.

7. Supervisory Differential.

122. The Sheriff may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

123. a. The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

124. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.

125. c. The organization is a permanent one approved by the Sheriff, chief administrative officer, Board or Commission, where applicable, and is a matter of record based upon review and investigation by the Human Resources Department.

126. d. The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

127. e. The compensation schedule of the supervisor is less than one full step (approximately 5%) over the compensation schedule, exclusive of extra pay, of the employee supervised. In determining the compensation schedule of a classification being paid a flat rate, the flat rate will be converted to a bi-weekly rate and the compensation schedule the top step of which is closest to the flat rate so converted shall be deemed to be the compensation schedule of the flat rate classification.

128. The adjustment of the compensation schedule of the supervisor shall not exceed five percent (5%) over the compensation exclusive of extra pay, of the employee supervised.

129. f. If the application of this section adjusts the compensation schedule of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount one dollar ($1) bi-weekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions of this section are also met.

130. g. In no event will the Sheriff approve a supervisory salary adjustment in excess of two (2) full steps (approximately 10%) over the supervisor's current basic compensation. If in the following fiscal year a salary inequity continues to exist, the Sheriff may again review the circumstances and may grant an additional salary adjustment not to exceed two (2) full steps (approximately 10%).

131. h. The Sheriff shall review any changes in the conditions or circumstances that were and are relevant to the request for salary adjustment under this section either acted upon by or pending before the Human Resources Director.

8. Other Additional Compensation.

132. a. *Canine Pay.* Member(s) assigned to canine duty shall receive pay of $82 biweekly as compensation for the average time authorized and expended in the exercise, care, feeding, grooming, and training of the assigned canine. This amount has been calculated by the parties to represent approximately 45 minutes per day or 5.25 hours of overtime per week paid at one and one-half times the hourly rate of the federal minimum wage. This extra compensation is not to be considered base pay, premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions. In addition, members shall be reimbursed for canine related expenses in the amount of $100.00 per month, calculated by the parties to represent food and other expenses reasonably and customarily incurred in the maintenance and care of the dog. This reimbursement is non receipted.

133. b. *Professional Achievement/POST Premium.* Bargaining unit members who possess an intermediate POST certificate shall, upon presenting documentation to the Department, receive a premium of four (4.0%) percent of their base rate of pay. Professional achievement pay shall be paid commencing with the first pay period following said presentation. Employees who possess an advanced POST certificate shall, upon presentation to the Department, receive a premium of six (6.0%) percent of their base rate of pay. Deputies hired prior to 1975 shall be entitled to receive either premium if (s)he has met the equivalent standard for either certificate. This payment shall not be considered "regular" pay for purposes of overtime.

134. c. *Longevity Pay.* Effective July 1, 2007, employees who have completed more than five (5) years of service as a sworn member of the Department shall receive two percent (2%) longevity pay. Longevity pay shall be included for purposes of retirement benefit calculations and contributions. Effective January 9, 2010 through June 30, 2011, the parties agree to suspend payment of longevity pay. The parties agree that this concession will sunset effective the close of business, June 30, 2011, and the Department will resume longevity pay to eligible employees on July 1, 2011.

III.D. OVERTIME COMPENSATION

135. The Sheriff may require employees to work longer than the regular work day or the regular work week. Any time worked under proper authorization or suffered to be worked by an employee, exclusive of part-time employees, in excess of actual paid work on a regular work day or week shall be designated as overtime and shall be compensated at one-and-one-half (1-1/2) times the base hourly rate which may include a night differential if applicable; provided

that employees working in classifications that are designated as having a regular work day of less than eight (8) hours or a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours worked in a day and a week. For the purposes of this section, statutory holidays and in-lieu holidays shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

136. Employees occupying Fair Labor Standards Act (FLSA) exempt (executive, administrative, or professional) positions shall not be paid for overtime worked but may be granted compensatory time off.

137. Employees covered by the FLSA who are required to work overtime shall be paid at a rate of one and one-half times (1-1/2) the regular base rate except by mutual agreement an employee may earn up to 80 hours of compensatory time each fiscal year. Notwithstanding the above limitation, in fiscal years 2005-2006 and 2006-2007 only, employees may earn up to 120 hours of compensatory time off, and in fiscal year 2007-2008 only, employees may earn up to 100 hours of compensatory time off.

138. Employees shall give the Department five (5) days advance written notice of a request to use compensatory time off. The Department shall grant permission to use the compensatory time off unless doing so would unduly disrupt the operation of the Department. The Department may grant an employee's request to use compensatory time off with less than the required five (5) days advance written notice at its sole discretion.

139. Employees shall not accumulate a balance of compensatory time in excess of 480 hours. Effective July 1, 2006, employees may not accumulate a balance of compensatory time in excess of 280 hours. Any employee who has a compensatory time balance in excess of 280 hours on July 1, 2006, may either (1) maintain his or her compensatory balance but not accrue any additional compensatory time until the balance drops below 280 hours, or (2) elect to be paid out compensatory time over 280 hours.

140. Effective July 1, 2007, employees may not accumulate a balance of compensatory time in excess of 180 hours. Any employee who has a compensatory time balance in excess of 180 hours on July 1, 2007, may either (1) maintain his or her compensatory balance but not accrue any additional compensatory time until the balance drops below 180 hours, or (2) elect to be paid out compensatory time over 180 hours.

141. Effective July 1, 2008, employees may not accumulate a balance of compensatory time in excess of 80 hours. Any employee who has a compensatory time balance in excess of 80 hours on July 1, 2008, may either (1) maintain his or her compensatory balance but not accrue any additional compensatory time until the balance drops below 80 hours, or (2) elect to be paid out compensatory time over 80 hours.

142. Subject to the maximum number of compensatory time hours an employee may earn each fiscal year and subject to the maximum compensatory time balance an employee may accumulate, as set forth above, employees who work a 12-hour shift shall be able to elect, at the beginning of each fiscal year, to be paid in compensatory time for working hours 81 through 84 of their two week pay period. Implementation of this provision is subject to confirmation by the City that it complies with state and federal law.

143. After receiving the Sheriff's written request to suspend the mandated compensatory time off provisions for "Z" designated positions, if the request meets the requirements in the Annual Salary Ordinance to suspend the "Z" designation, then ERD shall issue its letter to the appropriate authority within 10 days.

144. Upon transfer to another City department or upon separation of employment through resignation, retirement or termination, a bargaining unit member who is designated "non-Z" or whose "Z" symbol has been waived, shall be entitled to payout of all hours of compensatory time that the member has earned but not used at the time of transfer or separation, less any applicable deductions and withholdings. A bargaining unit member who transfers from Sheriff's Department to another City department shall provide written notice to the Sheriff's Department, prior to separation from the member's classification, of the member's desire to receive payout of all hours of compensatory time available under this section. At the direction of the Sheriff's Department, an employee shall be required to use compensatory before transferring from another Department.

145. The parties acknowledge that for purposes of calculating overtime under the Fair Labor Standards Act (FLSA), the work period now in effect for all sworn members, regardless of the member's assignment or shift, is a 14-day period (86 hours) under 29 USC Section 207k (e.g., Saturday, July 2, 2005 at 0001 hours to Friday, July 15, 2005 at 2400 hours; Saturday, July 16, 2005 at 0001 hours to Friday, July 29, 2005 at 2400 hours).

III.E. HOLIDAYS AND HOLIDAY PAY

146. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1 (New Year's Day)
the third Monday in January (Martin Luther King, Jr.'s Birthday)

the third Monday in February (President's Day)
the last Monday in May (Memorial Day)
July 4 (Independence Day)
the first Monday in September (Labor Day)
the second Monday in October (Columbus Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

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

148. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

149. The City shall accommodate religious belief or observance of employees as required by law.

150. Three additional floating days off to be taken on days selected by the employee subject to prior scheduling approval of the Sheriff. Employees (both full-time and part-time) must complete three (3) months continuous service to establish initial eligibility for the floating days off. Employees hired on an as-needed, part-time, intermittent or seasonal basis shall not receive the additional floating days off. Floating days off may not be carried forward from one fiscal year to the next. No compensation of any kind shall be earned or granted for floating days off not taken.

151. Employees will receive one (1) additional floating holiday per fiscal year for the term of this agreement (July 1, 2009 through June 30, 2012). Notwithstanding paragraph 150, an employee may carry forward the one (1) additional floating holiday earned in FY 2009-2010 no more than two (2) fiscal years, and the employee may carry forward the one (1) additional floating holiday earned in FY 2010-2011 no more than one (1) fiscal year. These floating holidays sunset and must be used by the close of business on June 30, 2012.

152. Notwithstanding paragraphs 146 to 148, the following days shall not be declared holidays for Fiscal Year 2009-2010:

the third Monday in January (Martin Luther King, Jr.'s Birthday) (January 18, 2010);
the third Monday in February (Presidents' Birthday) (February 15, 2010);
the last Monday in May (Memorial Day) (May 31, 2010).

153. Notwithstanding paragraphs 146 to 148, the following day shall not be a declared holiday for Fiscal Year 2010-2011:

the third Monday in February (Presidents' Birthday) (February 21, 2011).

154. For each day previously designated as a holiday that will no longer be considered a holiday ("former holiday"):

155. If the former holiday falls on a day the employee is regularly scheduled to work, and the employee works, the employee will earn regular straight time pay. Only the employees required by the Department to meet minimum holiday staffing levels will work on the former holiday. The Department will select the employees to work on the former holiday by first offering the work first to the most senior employees in the required classification at the facility and on the watch who is regularly scheduled to work that day.

156. Other than the employees required to meet minimum holiday staffing, all other employees will not work on the former holiday, will not get paid and will not receive an in-lieu day.

157. The Department will not pay any employee holiday pay nor will any employee receive an in-lieu day for the former holiday. If the employee is not regularly scheduled to work on the former holiday, but the Department requires the employee to work in order to meet minimum holiday staffing, the employee will earn overtime pay at the applicable MOU rate, if the employee is otherwise eligible.

158. This section will sunset after the designated four (4) former holidays have been taken in accordance with this Agreement.

1. Holiday Pay For Employees Who Separate.

159. Employees who have established initial eligibility for floating days off and subsequently separate from City employment, may at the sole discretion of the appointing authority, be granted those floating day(s) off to which the separating employee was eligible and had not yet taken off.

2. Holidays That Fall On A Saturday.

160. For those employees assigned to a work week of Monday through Friday, and in the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as

provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by the Sheriff in the current fiscal year. The City shall provide one week's advance notice to employees scheduled to work on the observed holiday, except in cases of unforeseen operational needs.

3. Holiday Compensation For Time Worked.

161. Employees required to work on any of the above-specified holidays excepting Fridays observed as holidays in-lieu of holidays falling on Saturday, shall be paid extra compensation at time and one-half (1-1/2) the usual rate; provided, however, that at an employee's request and with the approval of the Sheriff, an employee may be granted compensatory time off in-lieu of paid overtime.

162. Employees occupying positions which are exempt from the FLSA (executive, administrative and professional) shall not receive extra compensation for holiday work but may be granted time off.

4. Holidays For Employees On Work Schedules Other Than Monday Through Friday.

163. a. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off.

164. b. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

165. c. Employees required to work on a holiday which falls on a Saturday or Sunday shall receive holiday compensation for work on that day. Holiday compensation shall not then be additionally paid for work on the Friday preceding a Saturday holiday, nor on the Monday following a Sunday holiday.

166. d. Subsections b. and c., above, shall apply to part-time employees on a pro-rata basis. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate employer representative. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

5. Holiday Pay For Employees Laid Off.

167. An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday at their normal rate of compensation.

6. Employees Not Eligible For Holiday Compensation.

168. Persons employed for holiday work only, or persons employed on a part-time work schedule which is less than twenty (20) hours in a bi-weekly pay period, or persons employed on an intermittent part-time work schedule (not regularly scheduled), or persons employed on as-needed, seasonal or project basis for less than six (6) months continuous service, or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

7. Part-Time Employees Eligible For Holidays.

169. Part-time employees who regularly work a minimum of twenty (20) hours in a bi-weekly pay period shall be entitled to holiday pay on a proportionate basis.

170. Regular full-time employees are entitled to 8/80 or 1/10 time off when a holiday falls in a bi-weekly pay period, therefore, part-time employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1//10 of the total hours regularly worked in a bi-weekly pay period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the part-time employee in the bi-weekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

171. The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appropriate employer representative.

8. In-Lieu Holidays.

172. a. Requests for in-lieu holidays shall be made to the appropriate management representative within thirty (30) days after the holiday is earned and must be taken within the fiscal year.

173. b. In-lieu days will be assigned by the Sheriff or designee if not scheduled in accordance with the procedures described herein.

174. c. A holiday can be carried over into the next fiscal year with the approval of the Sheriff. If the Sheriff fails to schedule an in-lieu holiday as provided herein, the holiday credit shall be carried over to the next fiscal year.

III.F. SALARY STEP PLAN AND SALARY ADJUSTMENTS

175. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein. Adjustments as outlined in this section shall take place on the first day of the pay period after the completion of the specified period.

176. 1. *Promotive Appointment in a Higher Class.* An employee following completion of the probationary period or six (6) months of service, and who is appointed to a position in a higher classification, deemed to be promotive shall have his/her salary adjusted to that step in the promotive class as follows:

177. a. If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted two steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the promotive classification.

178. b. If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of seven and one-half percent (7.5%) above the salary received in the class from which promoted. The proper step shall be determined in the bi-weekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

179. For purpose of this Section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's class shall be deemed promotive.

180. 2. *Non-promotive Appointment.* When an employee accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule.

181. 3. *Appointment Above Entrance Rate.* Subject to the Controller's certification of available funds and procedures to be established by the Department of Human Resources, appointments may be made by the Sheriff at any step in the compensation schedule under any of the following conditions:

182. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification.

183. b. Loss of compensation would result if appointee accepts a position at the normal step.

184. c. A severe, easily demonstrated and documented recruiting and retention problem exists.

185. d. The appointee possesses special experience, qualifications, and/or skills that, in the opinion of the Sheriff, warrant appointment above the entrance rate.

186. 4. *Compensation Upon Reemployment.*

187. a. *Reemployment in Same Classification Following Layoff.* An employee who has acquired permanent status in a position and who is laid off because of lack of work or funds and is re-employed in the same class after such layoff shall be paid the salary step attained prior to layoff.

188. b. *Reemployment in an Intermediate Classification.* An employee who has completed the probationary period in a promotive appointment that is two or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

189. c. *Reemployment in a Formerly Held Classification.* An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step

in the salary schedule for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary schedule.

III.G. METHODS OF CALCULATION

190. 1. *Bi-Weekly.* An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for his/her position for work performed during the bi-weekly payroll period. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

191. 2. *Per Diem or Hourly.* An employee whose compensation is fixed on a per diem or hourly basis shall be paid the daily or hourly rate for work performed during the bi-weekly payroll period on a bi-weekly pay schedule. There shall be no compensation for time not worked unless such time off is authorized time off with pay.

192. 3. *Conversion of Annual Rate to Bi-Weekly Rate.* When an annual rate of compensation is converted to bi-weekly rates for payroll purposes and the resulting amount involves a fraction of a cent, the converted bi-weekly rate shall be adjusted to eliminate such fraction of a cent on the following basis:

193. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.

194. b. A fraction of one-half (1/2) or more shall be increased to the next full cent.

III.H. SENIORITY INCREMENTS

Advancement Through Salary Steps

2. Supervisory Ranks (8308-8314 Employees)

195. a. All employees in classifications 8308 through 8314 shall be paid at the top step of their salary range.

196. *3. Date Increment Due.* Increments granted in accordance with this section become due and payable on the next day following completion of required service in the class, unless otherwise provided herein.

197. 4. *Exceptions.* An employee shall not receive a salary adjustment based upon service as herein provided if he/she has been absent by reason of suspension or on any type of leave without pay (excluding a military leave) for more than one-sixth (1/6) of the required service in the anniversary period, provided that such employee shall receive a

salary increment when the aggregate time worked since his/her previous increment equals or exceeds the service required for the increment, and such increment date shall be his/her new anniversary date; provided that time spent on approved military leave or in an appointive or promotive position shall be counted as actual service when calculating salary increment due dates.

198. 5. *Accelerated Steps.* Please reference Attachment E for the Accelerated Step structure that is to take effect July 1, 2006.

III.I. WORKERS COMPENSATION & RETURN TO WORK

199. 1. *Workers Compensation.* An employee who is absent because of an occupational disability and who is receiving Temporary Disability, Vocational Rehabilitation Maintenance Allowance, State Disability Insurance, may request that the amount of disability indemnity payment be supplemented with salary to be charged against the employee's accumulated unused sick leave with pay credit balance at the time of disability, compensatory time off, or vacation, so as to equal the normal salary the employee would have earned for the regular work schedule. Use of compensatory time requires the employee's appointing officer's approval.

200. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

201. Employee supplementation of workers compensation payment to equal the full salary the employee would have earned for the regular work schedule in effect at the commencement of the workers compensation leave shall be drawn only from an employee's paid leave credits including vacation, sick leave balance, or other paid leave as available. An employee returning from disability leave will accrue sick leave at the regular rate and not an accelerated rate.

202. Salary may be paid on regular time-rolls and charged against the employee's sick leave with pay, vacation, or compensatory time credit balance during any period prior to the determination of eligibility for disability indemnity payment without requiring a signed option by the employee.

203. Sick leave with pay, vacation, or compensatory time credits shall be used to supplement disability indemnity pay at the minimum rate of one (1) hour units.

204. The parties agree that this provision clarifies and supercedes any conflicting provision of the Civil Service Rules which are within the authority of the Board of Supervisors and subject to bargaining and arbitration pursuant to Charter Section A8.409 *et seq*.

205. Entitlements afforded represented employees under Labor Code Section 4850 and Article II.D.4. of this Agreement shall not be affected by this provision.

206. 2. *Return-To-Work Programs*: (1) all deputized duty assignments in the Sheriff's Department could require physical contact and require physical agility; (2) there are *no* light duty assignments; and, (3) deputies returning from disability or sick leave must be prepared and medically cleared to fully perform the full range of assigned duties.

Exceptions:

207. a. Upon written notice from a deputy's physician that in the physician's professional opinion the deputy will be able to return to full duty within ninety (90) calendar days, the Sheriff or Undersheriff may authorize the Personnel Manager to return the deputy to specific duties that are within the deputy's abilities.

208. b. In order to maintain Department operations, the Sheriff or Undersheriff may authorize the resumption of specific duties by management personnel who medically are not fully capable of performing all job duties.

III.J. STATE DISABILITY INSURANCE (SDI)

209. Upon certification by the Association that one or more representation units covered by this Agreement desires to be enrolled in the State Disability Insurance (hereinafter "SDI") program, the Director, Department of Human Resources, shall take any and all necessary action to enroll such representation units and all employees therein. The cost of SDI will be paid by the employee through payroll deduction at a rate established by the State of California Employment Development Department.

III.K. VACATION

210. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.

III.L. HEALTH AND WELFARE

1. Employee Health Care.

211. The level of the City's contribution to health benefits will be set in accordance with the requirements of Charter Sections 8.423 and 8.428.

212. The City shall contribute all of the premium for the employee's own health care benefit coverage for "medically single" employees (i.e. employees not receiving a City contribution for dependent health care benefits).

2. Dependent Health Care Pick-Up.

213. The City will contribute the greater amount of $225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

3. Dental Coverage.

214. The City agrees to maintain dental plan coverage at present levels for the term of this Agreement.

4. Contributions While On Unpaid Leave.

215. As set forth in Administrative Code section 16.701(b), covered employees who are not in active service for more than twelve (12) weeks, shall be required to pay the Health Service System for the full premium cost of membership in the Health Service System, unless the employee shall be on sick leave, workers' compensation, mandatory administrative leave, approved personal leave following family care leave, disciplinary suspensions or on a layoff holdover list where the employee verifies they have no alternative coverage.

III.M. RETIREMENT PICK-UP

216. For the duration of this agreement, employees shall pay their own retirement contributions in an amount equal to 7.5% of covered gross salary.

217. Any City pickup of an employee's retirement contribution shall not be considered as a part of an employee's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, or retirement benefits; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of our percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

218. *Military Buy-Back Option.* Subject to meeting the PERS requirements for military buy-back, and in compliance with the City Charter, the parties agree that employees may buy-back up to four (4) years of active duty Federal Armed Services time under the following terms and conditions: (a) the employee shall pay the full employee share and the full employer share (expected to rise over the next few years) for the time (s)he bought back based on a rate of compensation to be determined by PERS; in addition, (b) the employee shall pay interest on the contribution as determined by PERS.

219. Charter Section A8.506 authorizes the Board of Supervisors to enter into a contract with the Public Employees Retirement System (PERS) to provide retirement benefits for the deputy sheriffs. In the MOU for 2001-2003, the City agreed that, in the event the voters approved an improvement to the retirement benefits for safety members (police officers and firefighters) of the San Francisco Retirement System, the City would recommend to the Board of Supervisors that the City's contract with PERS be amended to provide a comparable benefit for employees covered by this agreement. In November 2002, the voters approved a retirement benefit known as "3% @ 55" for safety members of SFERS. In accordance with that agreement, the Board of Supervisors adopted and implemented an agreement between the City and the DSA to amend the City's contract with PERS to provide employees covered by this agreement with the retirement benefit known as 3% @ 55.

220. In connection with the Board of Supervisors approval of the amendment to the contract with PERS, the DSA and City entered into a cost sharing agreement in which the DSA agreed that represented members had a continuing obligation to share in the increased cost to the City of amending the PERS contract to provide represented members with the 3% @ 55 retirement plan. The DSA further agreed that it had a continuing obligation to meet and confer with the City to implement a cost sharing agreement for the increased costs to the City of amending the PERS contract, which would materially reduce the cost to the City of the increase in the employer contribution caused by the retirement improvement. The parties agreed that the cost sharing agreement would not require an employee retirement contribution in excess of the limits set in the Charter.

Retirement Seminar Release Time

221. Subject to development, availability and scheduling by SFERS and PERS, employees shall be allowed not more than one day during the life of this MOU to attend a pre-retirement planning seminar sponsored by SFERS or PERS.

222. Employees must provide at least two-weeks advance notice of their desire to attend a retirement planning seminar to the appropriate supervisor. An employee shall be released from work to attend the seminar unless staffing requirements or other Department exigencies require the employee's attendance at work on the day or days such seminar is scheduled. Release time shall not be unreasonably withheld.

223. This section shall not be subject to the grievance procedure.

III.N. LEAVES OF ABSENCE

224. Those portions of the current Civil Service Commission Rules applicable to Leaves that are negotiable and arbitrable pursuant to Charter Sections A8.409 *et seq.*, may not be changed during the term of this Agreement except by mutual consent. Those matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

III.O. USE OF SICK LEAVE WITH PAY CREDITS TO SUPPLEMENT STATE DISABILITY INSURANCE

225. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one tenth (0.1) hour.

226. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one/tenth (0.1) hour provides up to, but does not exceed, the regular net salary the employee would have received for the normal work schedule excluding overtime.

227. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on the prescribed form to the appointing officer or designee within seven (7) calendar days following the first date of absence.

228. An employee who supplements SDI, shall earn sick leave with pay credits at the normal rate only for those hours of sick leave pay credits used.

III.P. CHAPTER 12W PAID SICK LEAVE ORDINANCE

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

III.P. PILOT WELLNESS INCENTIVE PROGRAM

230. The City hereby establishes a pilot "wellness incentive program" to promote workforce attendance.

231. Any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

232. The amount of this payment shall be equal to two-and-one-half percent (2.5%) of accrued sick leave credits at the time of separation times the number of whole years of continuous employment times an employee's salary rate, exclusive of premiums or supplements, at the time of separation. Vested sick leave credits, as set forth under Civil Service Commission Rules, shall not be included in this computation.

233. Example of Calculation

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

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%
50% x 500 hours = 250 hours.
250 hours x $25.00 (base salary at time of separation) = $6,250.00

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

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

236. The pilot wellness program will sunset on June 30, 2010.

III.Q. VOLUNTEER / PARENTAL RELEASE TIME

237. Represented employees shall be granted paid release time to attend parent teacher conferences of four (4) hours per fiscal year (for children in kindergarten or grades 1 to 12).

238. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. Subject to minimum staffing requirements, an employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

ARTICLE IV - WORKING CONDITIONS

IV.A. UNIFORMS AND EQUIPMENT

239. 1. Uniform Allowance. The City agrees to provide a sum of Seven Hundred and Seventy-five ($775) dollars in the payroll that includes September 1, 2005 as a uniform allowance to represented employees who have been continuously employed in the Sheriff's Department. An employee shall be considered "continuously employed" if he/she was on duty status cumulatively for ten (10) of the twelve (12) months immediately preceding September 1 each year of this contract. Employees who were on duty status less than ten (10) of the twelve (12) months shall be paid a pro-rata uniform allowance, calculated on a twelve (12) month basis. However, to receive this allowance, an employee must be in paid status or an approved leave on September 1. If an employee is not on duty status or on approved leave on September 1, the employee will not receive any allowance.

240. Beginning in fiscal year 2006-2007 and continuing for the duration of this Agreement, the City agrees to provide a uniform allowance each year in the amount of Eight Hundred Fifty ($850) dollars. The City will pay the uniform allowance in the payroll that includes September 1 of each year. Represented employees must be on duty status or approved leave on each September 1 to be eligible for the uniform allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.

241. Effective July 1, 2010 through June 30, 2012, the parties agree to suspend payment of the uniform allowance. The parties agree that this concession will sunset at the expiration of this Memorandum of Understanding and, therefore, effective the close of business on June 30, 2012, the Department will again begin to pay a uniform allowance to eligible employees as set forth in paragraph 220.

PAY ISSUE

242. 2. *Bulletproof Vests.* The City agrees to refurbish, repair or replace bulletproof vests for each represented employee, as appropriate and in accordance with manufacturer's specifications. All bulletproof vests provided to employees remain the property of the City and must be returned to the City when an employee is issued a replacement vest.

243. 3. *Ammunition.* The City will provide an adequate amount of ammunition per month as determined by the Sheriff, for each member of the bargaining unit to practice in order to qualify.

ARTICLE V - SCOPE

V.A. SAVINGS CLAUSE.

244. Any provision of this Agreement shall be held invalid by operation of the law or by any court of competent jurisdiction or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby. Upon such occurrence, and upon the request of either party, the parties agree to meet and confer regarding the affected provision.

V.B. AMENDMENT OR MODIFICATION.

245. This Agreement may be amended or modified, but only in writing, upon the mutual consent of the parties.

246. The City has the right to initiate negotiations on holiday pay for fiscal year 2007-2008 by providing written notice to the Association by not later than March 1, 2007, of its intent to do so. If the City provides that notice, the Association then has the right to initiate negotiations for an attendance incentive/sick pay cashout program, by providing written notice to the City by not later than March 30, 2007. Negotiations will be subject to Charter Section A8.590-5.

V.C. ZIPPER CLAUSE.

247. The parties agree that the current Memorandum of Understanding shall continue in full force and effect for its stated term, and that any successor Departmental Memorandum of Understanding negotiated during the term of this Agreement will be negotiated as provided in Section A8.590-5 of the Charter.

248. Except as may be amended through the procedure provided in Article V.B. above, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein.

V.D. DURATION OF AGREEMENT.

249. This Agreement shall be effective July 1, 2009, and shall remain in full force and effect through June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2009.

FOR THE ASSOCIATION

DAVID WONG
President
San Francisco Deputy Sheriffs' Association

ROCKNE LUCIA
D.S.A. Counsel
Rains Lucia Stern, PC

FOR THE CITY AND COUNTY

MARTIN GRAN
Director, Employee Relations

MICKI CALLAHAN
Director, Department of Human Resources

APPROVED AS TO FORM:
DENNIS J. HERRERA, ESQ.
CITY ATTORNEY

ELIZABETH SALVESON
Chief Labor Attorney

APPENDIX A

SHERIFF'S DEPARTMENT POLICY

VIII. TRAINING COMMITTEE

The Sheriff has sanctioned, recognized and agreed to a joint Department/DSA Training Committee.

The joint Training Committee shall consist of two representatives designated by the DSA and two or more persons designated by the Sheriff.

The primary purpose of the Training Committee is to assist in identifying specific training needs and suggesting solutions to meet those needs.

IX. ENTRY AND PROMOTIONAL QUALIFICATIONS

The Sheriff's Department and the Deputy Sheriff's Association (DSA) shall meet and confer on the Department's recommendations to the Civil Service Commission regarding recommended minimum qualifications for Classes 8304, Deputy Sheriff; 8306, Senior Deputy; 8308, Sergeant; 8310, Lieutenant; 8312 Captain.

It shall be the responsibility of the D.S.A. to initiate a meet and confer session by notification in writing to the Undersheriff on a readiness to proceed and a proposed date and time for the meeting. The Sheriff's Department agrees to promptly notify the D.S.A. when it begins discussions with the Civil Service Commission on examination eligibility for employees governed by this Contract.

X. DISCIPLINE

A. No permanent, non-probationary employee shall be disciplined, or subject to punitive action, except for just cause as set forth in the Charter, Civil Service Rules and Regulations, and Rules and Regulations of the Sheriff's Department incorporated herein by reference, and unless afforded proper due process.

B. No discipline or punitive action may be imposed on a member of the bargaining unit by a member of the bargaining unit below the rank of Chief Deputy.

C. The Department agrees that, if it intends to discipline or take punitive action against an employee,

the Department will notify the employee in writing as speedily as proper investigation will permit or within ten (10) days after completion of investigation or date of knowledge (whichever occurs later) of the occurrence of the intent to impose by a supervisor, discipline or punitive action. A copy of the notice will be sent to the D.S.A.

D. The Administrative Appeals Board shall consist of three (3) members. One member shall be selected by the Sheriff and shall serve at the Sheriff's pleasure. One member shall be selected by the Executive Board of the Union and shall serve at its pleasure. One member shall be selected by mutual agreement by a representative of the Sheriff and a representative of the Executive Board of the Union and serve for a period of one year, or until a resignation is tendered to both the Sheriff and the Executive Board of the Union, or until incapacitated and/or is unable to perform the duties of a member of the Administrative Appeals Board, at which time, a new selection will be made by the same method.

E. Should the Sheriff's representative and the Executive Board's representative be unable to mutually agree upon the selection of the third Board member, the third Board member shall be selected from a (odd-numbered) list of neutrals provided by the State Mediation and Conciliation Service, or by mutual agreement from some other source. The method of selection shall be that each representative shall alternate in striking a name from the list. The last name remaining shall be the third member selection. The choice of which representative shall strike first shall be determined by a coin flip.

F. The fee for the third member shall be shared equally by the Department and the Union. The Sheriff's and Union appointees, if members of the Department, shall be compensated by the Sheriff's Department at their regular pay rates and released from duty. Cost incurred by the presence of a court reporter, as well as preparation costs of any transcript of the proceedings, shall be equally shared by the Sheriff's Department and the Union.

G. The Administrative Appeals Board shall hear all testimony, examine all evidence, documents, exhibits, reports, and witnesses deemed relevant to the matters appealed. Witnesses, if Department employees on duty, shall be on paid release time.

H. The Administrative Appeals Board shall render its decision by a majority vote. The Chairperson of the Board shall issue a written decision within ten (10) days after the conclusion of any hearing unless that time period is mutually extended by the parties. The Administrative Appeals Board shall not have the power to change, modify, or amend any provision of the contract.

I. Up to two (2) representatives of the Union and up to two (2) representatives of the Sheriff's Department have the right to be present at Appeal Board hearings. These representatives shall be compensated by the Union and the Sheriff's Department respectively. In addition, the employee appealing discipline or punitive action shall have the right to be present at all times during his/her Appeal Board hearing and shall be compensated by the Sheriff's Department on paid release time.

In all discipline or punitive action appeals, the Department shall have the burden of proof.

J. Appeal Board hearings shall be held within sixty (60) calendar days after receipt of demand unless such hearings are continued through mutual consent or request of the Union. A transcript of the proceedings will be made at the request of either party.

K. All parties shall cooperate in producing witnesses and documents under their control relevant to appeals at the request of the neutral third Appeals Board member. The majority decision of the Appeals Board shall be binding on the parties unless the decision of the Appeals Board is a recommendation of a reduction in discipline.

Note: None of these procedures applies to terminations of probationary or provisional employees.

XI. REPRESENTATION

A. The address of service of any and all notices to the Association shall be:

San Francisco Deputy Sheriffs' Association
444-6th Street
San Francisco, CA 94103
Telephone: (415) 861-8060

B. The Union and its agent shall receive a roster, at the Union's request, showing all unit employees by name, rank, work location, shift, employees on leave (including type of leave and expected return date), and any and all changes thereto.

C. Any authorized representative of the Union shall have the right to contact individual unit employees in county facilities during, before, or after business hours on matters within the scope of representation without disrupting operations.

APPENDIX B

MINIMUM STAFFING LEVELS FOR COUNTY JAILS AND COURTS

CUSTODY DIVISION

8 Hour Shift

Time	2300 - 0700		2300 - 0700 Sat., Sun. & Legal Holidays		0700 - 1500		0700 - 1500 Sat., Sun. & Legal Holidays		1500 - 2300		1500 - 2300 Sat., Sun. & Legal Holidays	
	Sups	Deputies	Sups	Deputies	Sups	Deputies	Sups	Deputies	Sups	Deputies	Sups	Deputies
Location												
County Jail #1	1	9	1	9	2	16	1	15	1	11	1	11
County Jail #7	1	8	1	7	2	13	1	14	1	9	1	9
County Jail #8	1	11	1	11	2	19	1	20	1	14	1	14
County Jail #9	1	11	1	11	2	13	1	11	1	13	1	13
Classification	0	2	0	2	1	7	1	3	0	2	0	2
SFGH 7D/L	0	2	0	2	1	5	0	3	0	3	0	3

12 Hour Shift

Time	0700 - 1900		0700 - 1900 Sat., Sun. & Legal Holidays		1900 - 0700	
	Sups	Deputies	Sups	Deputies	Sups	Deputies
Location						
County Jail #2	2	19	1	19	1	13
County Jail #3	2	23	1	23	1	18

PROGRAMS AND DEPARTMENT SERVICES DIVISION

Time	0800 - 1700	
	Sups	Deputies
Location		
Hall of Justice Courts	1	35
Civic Center Courts	1	19
Youth Guidance Center	1	6

APPENDIX C

ACCELERATED STEPS

Effective July 1, 2006, the Step Structure for Classes 8302 and 8304 shall be as follows:

Class	Prior to 7/1/06	7/1/06 Forward	Annual Base Salary *(6/30/05)*	Length of Time at this Step (years)	
				Prior to 7/1/06	7/1/06 Forward
8302	1	1	$42,874	1.0	1.0
8304	1	1	$52,130	0.5	0.5
8304	2	2	$54,782	1.0	0.5
		3	$56,134		0.5
8304	3	4	$57,486	1.0	0.5
		5	$58,929		0.5
8304	4	6	$60,372	1.0	0.5
		7	$61,867		0.5
8304	5	8	$63,362	1.0	0.5
		9	$64,948		0.5
8304	6	10	$66,534		

- Current Steps 2 through 6 shall be split into Steps 2 through 10.
- The new step increments will be approximately 2.5% between each step.
- Employees shall advance through these new steps based upon six months of service.
- Time served prior to July 1, 2006 shall count toward service for these new steps, but there shall be no retroactive compensation for time served prior to July 1, 2006.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF THE CONTROLLER

Ben Rosenfield
Controller

Monique Zmuda
Deputy Controller

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2010 JAN -8 AM 11:55
BY

January 6, 2010

Ms. Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: File Numbers 091454 and 091455
Memoranda of Understanding (MOU) with the San Francisco Deputy Sheriffs' Association, Units 12A and 12B

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I am submitting a cost analysis of the MOU between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, Units 12A and 12B. The MOU applies to the period commencing July 1, 2009 through June 30, 2012, affecting 892 authorized positions with a salary base of approximately $73.4 million and an overall pay and benefits base of approximately $88 million.

Based on our analysis, the MOU will result in a $2 million net cost savings in FY 2009-2010 and $476,000 additional savings in FY 2010-2011. The FY 2011-2012 budget will see an incremental increase of $1.9 million over base budget. During the term of the MOU, represented employees shall observe three unpaid holidays in fiscal year 2009-2010 and one unpaid holiday in FY 2010-2011, resulting in a $1.2 million dollar cost savings in wages for FY 2009-2010 and a $778,000 dollar cost increase in wages in FY 2010-2011. Beginning June 25, 2012 represented employees will receive a wage adjustment of a minimum of 3% to a maximum of 5% based on a survey resulting in a $60,000 increase in FY 2011-2012 and a $4.3 million increase in FY 2012-2013.

In addition, represented employees will forego a uniform allowance in FY 2010-2011 and FY 2011-2012, resulting in a $720,000 dollar cost savings in FY 2010-2011. Represented employees will also forgo longevity pay from January 9, 2010 through June 20, 2011 resulting in a $620,000 dollar cost savings in FY 2009-2010 and an additional $698,000 dollar cost savings in FY 2010-2011.

The Union and the City will meet to discuss minimum staffing requirements at the State and Superior Courts should there be projected cuts to the State Trial Courts budget that may result in a loss of funding for the Sheriff's Department. The Pilot Wellness Incentive Program will sunset on June 30, 2010, resulting in minor savings. In a side letter, represented employees will forego employer paid meals from January 1, 2010 through June 30, 2011 for a $170,000 dollar cost savings in FY 2009-2010, an additional $170,000 dollar cost savings in FY 2010-2011.

If you have additional questions or concerns please contact me at 554-7500 or Peg Stevenson of my staff at 554-7522.

Sincerely,

Peg Stevenson

for Ben Rosenfield
Controller

cc: Martin Gran, ERD
Harvey Rose, Budget Analyst

Attachment A
SF Deputy Sheriffs' Association
Estimated Costs/(Savings) FY 2009-2012
Controller's Office

Annual Costs/(Savings)	FY 2009-2010	FY 2010-2011	FY 2011-2012	FY 2012-2013
Wages: market increase between 3-5% effective June 25, 2012			$60,265	$4,339,086
Unpaid holidays: 3 in FY 2009-10 and 1 in FY 2010-11	($1,182,447)	$788,298	394,149	
Forego longevity pay January 9, 2010 through June 30, 2011	($620,684)	($696,465)	$1,317,150	
Uniform Allowance Suspension FY 2010-11 and FY 2011-12		($720,500)	$0	
Wage-Related Fringe Increases/(Decreases)	($228,761)	$152,507	$87,913	$839,456
Total Estimated Incremental Costs/(Savings)	$ (2,031,892)	$ (476,161)	$ 1,859,476	$ 5,178,541

Office of the Mayor
City & County of San Francisco

Gavin Newsom

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mayor Gavin Newsom
RE: Ordinance adopting and implementing the Memorandum of Understanding with the San Francisco Deputy Sheriffs' Association for Unit 12B
DATE: December 15, 2009

Dear Madame Clerk:

Attached for introduction to the Board of Supervisors is an ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association for Unit 12B, to be effective July 1, 2009 through June 30, 2012. I request that this item be heard in Budget and Finance Committee.

Should you have any questions, please contact Starr Terrell (415) 554-5262.

1 Dr. Carlton B. Goodlett Place, Room 200, San Francisco, California 94102-4641
gavin.newsom@sfgov.org • (415) 554-6141

091455