

APPENDIX A

POA PROTECTED ACTIVITY GRIEVANCE – TENTATIVE SETTLEMENT AGREEMENT

The parties acknowledge that the purpose of lineups is to conduct official Department business, including taking roll-call, making daily assignments to officers and conveying information to officers that is essential to the efficient and effective execution of their duties.

The parties recognize that allowing the POA to address members *about current issues*, after lineups, as set forth below, ~~*about current issues*~~ contributes towards harmonious labor relations.

- Subject to the approval of the Captain, or the on-duty Platoon Commander in the Captain's absence, duly elected sworn POA representatives may briefly address members about Union business after lineup. No member shall be required to attend any such presentation, which presentation shall not interfere with normal business operations.
- Any POA representative other than the duly elected sworn representatives wishing to address members after the lineup shall attempt to provide 48 hours, but in no event less than 24 hours, written notice to the Commanding Officer of the Station or Unit at issue. Such notice shall state the purpose of the proposed presentation and the names of any non-elected POA representatives who will address the members. Upon receiving such notice, the Department Command Staff may request a meeting to discuss the proposed presentation. If the Department requests such a meeting, the parties must meet in advance of the proposed presentation. A SFPD commissioned Officer may elect to attend any such presentation.
- After the notice and process in the preceding paragraph, any non-sworn POA representative who addresses the members shall do so after the business of the lineup has been completed in a SFPD designated area and shall be accompanied by a sworn, duly elected representative of the POA. No member shall be required to attend any such presentation, which presentation shall not interfere with normal business operations.
- **Any POA presentations shall comply with all applicable City policies, including but not limited to the City's Equal Employment Opportunity policy and policies prohibiting use of City resources for political activity.**

Ty 3/27/18
Martin Halloran Date
for San Francisco Police Officers' Association
DONT MENTONVA

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

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

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

APPROVED AS TO FORM:

[Signature] 2/27/18
Trevor Koski Date
Deputy City Attorney

FOR THE POA
Ty
3/27/18

APPENDIX A

FOR INFORMATION PURPOSES ONLY

Civil Service Rule 220

Sec. 220.1 Leaves of Absence - General Requirements

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

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

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

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

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

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

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

~~**APPENDIX A**~~

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

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

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

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

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

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

~~...~~

~~**220.7.4 Sick Leave - Maternity**~~

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

~~TEMPORARY MODIFIED DUTY/REASONABLE ACCOMMODATION~~

~~This order describes the Department's policies and procedures for temporary modified duty and reasonable accommodation for sworn members of the Department. This order supersedes Information Bulletin #86-133, and all other Bulletins, Orders, Policies or Procedures regarding modified duty and reasonable accommodation. This order contains the Department's entire modified duty and reasonable accommodation policy. This order is intended to be consistent with any rights members may have under law, including without limitation, workers compensation, the Americans with Disabilities Act, and the Fair Employment and Housing Act.~~

~~Except for matters related to compensation while engaged in temporary modified duty assignments, nothing in this general order, and no decisions made pursuant to this general order, shall be grievable under the Memorandum of Understanding between the Police Officers' Association and the City.~~

~~I. INTRODUCTION~~

- ~~A. This Department is charged with the duty to protect life and property, to maintain the peace, to prevent crime, to enforce criminal laws and ordinances. These duties are best accomplished when all members are capable of performing the essential functions of their positions. Additionally, the Department's staffing has been impacted by the amendment to the Charter regarding minimum staffing of the Department.~~
- ~~B. This policy has two parts. First, it outlines the temporary modified duty assignments for members who are temporarily injured or ill. Second, it describes the procedure for members to seek accommodation under State and Federal disabilities laws including the Americans with Disabilities Act and the Fair Employment and Housing Act.~~

~~II. TEMPORARY MODIFIED DUTY POLICY~~

~~The temporary modified duty policy allows sworn members who have a temporary illness or injury to continue to serve in the Department when they are unable to perform the essential functions of their position.~~

~~A. ELIGIBILITY FOR TEMPORARY MODIFIED DUTY ASSIGNMENTS~~

- ~~1. With the approval of the Chief of Police or his or her designee, a member who sustains a temporary injury or illness and who is thereby limited from performing the essential functions of his or her position may be provided a temporary modified duty assignment.~~
- ~~2. This temporary modified duty policy applies only to sworn members of the Department (hereinafter referred to as "members"). It does not apply to civilian employees or employees in the academy. Probationary employees are eligible to the extent that they can complete all probation requirements within the time period set forth in the current Memorandum of Understanding between the City and the Police Officers' Association.~~

~~B. DURATION OF TEMPORARY MODIFIED DUTY ASSIGNMENTS~~

- ~~1. **Limited To 365 Days.** Temporary modified duty assignments shall be limited in duration to a maximum of 365 days. At the end of 30 days of a temporary modified duty assignment, or earlier if warranted, a member shall be reviewed by the Staff Services Division to determine whether the member will be able to return to his or her regular assignment. If the modified assignment extends beyond 30 days, the member's status will be reviewed every 30 days up to the maximum 365-day duration. Approximately 90 days prior to the expiration of the 365 day temporary modified duty assignment, the Department will notify members of the options set forth in subsection 3. below. Prior to the expiration of the 365 day temporary modified duty assignment, the Department will consider and discuss with those members the options set forth in subsection 3. below.~~
- ~~2. **Available Only If Members May Return To Regular Position.** If before or during the temporary modified duty assignment the Department's Physician determines that the member will not be able to return to his or her regular position prior to the expiration of the temporary modified duty assignment, then the Department will consider and discuss with the member the options set forth in subsection 3. below. At this point, the member will no longer be eligible for temporary modified duty. In making this determination, the Department's Physician may consult with the City's independent medical expert, medically examine the member, review medical records, and/or consult with the member's treating physician.~~
- ~~3. **End Of Temporary Modified Duty Assignment.** Once a member is permanent and stationary and/or has served in a temporary modified duty position for 365 days, or earlier if warranted, the Department will consider and discuss with the member the following options: (1) returning the member to full duty; (2) granting a request for a disability accommodation under the ADA and/or state law (which may include a disability transfer under the City's disability transfer policy); (3) recommending disability retirement; (4) providing an unpaid leave of absence pursuant to the Civil Service Rules; (5) allowing sick leave or FMLA leave; or (6) initiating non-punitive medical separation if none of the above are appropriate.~~
- ~~4. **Members Currently On Modified Duty.** Members who are on modified duty as of the effective date of this General Order shall be entitled to a temporary modified duty assignment for a period of 365 days starting the effective date of this General Order. Approximately 90 days prior to the expiration of the 365 day temporary modified duty assignment, the Department will notify members of the options set forth in subsection 3. above. Prior to the expiration of the 365 day temporary modified duty assignment, the Department will consider and discuss with those members the options set forth in subsection 3. above.~~

~~C. RULES GOVERNING TEMPORARY MODIFIED DUTY ASSIGNMENTS~~

- ~~1. Temporary modified duty assignments are those assignments within the Department that can be performed by members who temporarily cannot perform the essential functions of their position.~~
- ~~2. Temporary modified duty assignments available to members will be subject to the following limitations:~~
 - ~~a. Members will not be placed at district stations unless otherwise authorized by the Deputy Chief of Administration, and approved by the Chief of Police. These assignments shall be reviewed every 30 days.~~
 - ~~b. Members in temporary modified duty assignments shall be eligible for premium pay such as like work like pay and overtime assignments, including but not limited to PLES overtime, as long as such assignments are consistent with the member's medical restrictions and the needs of the Department. Disputes about this issue will be submitted to the Deputy Chief of Administration for determination.~~
 - ~~c. Any involuntary transfer or reassignment shall require 48 hours notice, absent an emergency.~~
- ~~3. No sworn member shall be given a temporary modified duty assignment in a budgeted non-sworn position.~~

~~D. PROCESS FOR RECEIVING A TEMPORARY MODIFIED DUTY ASSIGNMENT~~

- ~~1. The process for receiving a temporary modified duty assignment begins either when the Department receives: (1) notification from Workers' Compensation Division that a member with an industrial injury may return to work in a modified duty capacity; or (2) a memorandum from a member with a non-industrial injury requesting to return to work in a temporary modified duty capacity.~~
- ~~2. The member's medical work restrictions are reviewed at the Staff Services Division, which shall compare the limitation(s) placed on the member by his or her treating physician with available temporary modified duty assignments. The Department may review the limitation(s) placed on the member by his or her treating physician with the City's independent medical expert and/or the Department Physician.~~

3. ~~In the event of questions regarding a member's ability to perform (1) the essential functions of a member's position, or (2) modified duties, the Department shall contact the member's treating physician and/or the City's medical expert for clarification. For industrial injuries, if there is a dispute over this issue, a final determination will be made in accordance with Workers' Compensation Rules.~~
4. ~~The Deputy Chief of Administration may make a recommendation for a temporary modified duty assignment to the Chief of Police. The Chief of Police shall make the final decision regarding the availability of a temporary modified duty assignment based on the member's medical restrictions and the personnel needs of the Department. His or her decision shall also take into consideration the member's job skills, job qualifications, training, experience, and any other relevant factors.~~
5. ~~If a member is placed in a temporary modified duty assignment, he or she will be required to sign an acknowledgment confirming that he or she understands this policy, including its time limits, and agrees to abide by it.~~

~~III. REASONABLE ACCOMMODATION~~

- A. ~~**POLICY.** Members may request a reasonable accommodation when they have a physical or mental impairment that limits one or more major life *activities*. This impairment may or may not be as a result of a work-related incident. A copy of the City's "Employee Information Sheet Regarding CCSF Reasonable Accommodation Process" is available through the Department's ADA coordinator.~~
- B. ~~**REQUESTING A REASONABLE ACCOMMODATION.** To request a reasonable accommodation, a member shall contact the Department's ADA coordinator and complete a request for accommodation form and a medical release. The ADA coordinator will engage in the interactive process with the member, and will review whether any reasonable accommodation is possible in the member's position.~~
- C. ~~**ADA COORDINATOR RECOMMENDATION.** Without disclosing confidential medical information, the ADA coordinator shall present the member's restrictions and a recommendation regarding reasonable accommodation to the Duty Evaluation Committee.~~

~~IV. DUTY EVALUATION COMMITTEE.~~

- A. ~~The Duty Evaluation Committee shall be composed of the following members: the Deputy Chief of Administration Bureau (Chair), the Commanding Officer of the Staff Services Division, the Personnel Sergeant, the Police Physician, and the Department's ADA Coordinator.~~

- ~~B. The Committee shall convene within 30 days of the receipt of the ADA coordinator's recommendation or sooner at the request of the member. At the meeting, the member requesting accommodation is entitled to be present and be represented by the Police Officers' Association or any other representative chosen by the member. The Committee shall consider the following:~~
- ~~1. The nature, extent and seriousness of the member's restrictions, i.e., whether the member has restrictions that limit one or more major life activities.~~
 - ~~2. Whether the member, with reasonable accommodation, could perform the essential functions of his or her full-duty position, including through such methods as restructuring nonessential functions, or other means which do not pose an undue hardship to the Department or pose a direct threat to the health or safety of the members and others.~~
 - ~~3. When the Committee determines that a member cannot be reasonably accommodated to perform the essential job functions of his or her sworn position, the ADA coordinator shall refer the member to the Department of Human Resources for a 60-day concurrent Department and City-wide search for job vacancies which meet the member's medical restrictions and for which the member meets the minimum qualifications. The member may elect not to participate in the Citywide search by notifying the Department of this election in writing.~~
 - ~~4. In addition, when the Committee determines that a member cannot be reasonably accommodated to perform the essential job functions of his or her sworn position, the Committee will consider and discuss with the member of the following options: (1) recommending disability retirement; (2) providing an unpaid leave of absence pursuant to the Civil Service Rules; (3) allowing sick leave or FMLA leave; or (4) initiating non-punitive medical separation if none of the above are appropriate, and the member has not been placed in another position pursuant to the 60-day concurrent Department and City-wide search for job vacancies.~~
 - ~~5. In determining whether to recommend a member for ordinary or industrial disability retirement, the Committee shall consider, any or all of the following: Workers' Compensation Appeals Board determinations(s), Disability Evaluation Unit rating(s), nature and extent of medical restrictions or limitations, body part(s) affected, length of service, and relevant medical reports.~~
 - ~~6. The Duty Evaluation Committee will consider the factors above, and will not consider a member's refusal to participate in the Citywide search or to accept an offered non-sworn position.~~
 - ~~7. Based on all of the above, the Duty Evaluation Committee shall make a determination and shall communicate that to the member in a timely fashion.~~

- ~~C. REVIEW TO CHIEF OF POLICE. If the member disagrees with the determination of the Duty Evaluation Committee, the member may request a review of the Committee's determination by the Chief of Police.~~

 - ~~D. ACCOMMODATION IN NON-SWORN POSITION. No member shall be granted an accommodation in a budgeted non-sworn position, unless the position is vacant and the member received a disability transfer to that position pursuant to City policy.~~
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~~**APPENDIX C**~~
~~**Mandatory Rotation Policy in the**~~
~~**San Francisco Police Department's Field Operations Bureau**~~

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

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

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

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

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

~~In the second year of the program, the number of available slots per station will go from 2 per station to 3 per station. The Administration and the Police Officer's Association will meet and confer regarding additional slots per station after the second year of the rotational ("P2") plan.~~

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

~~for rotation, by seniority, and will provide them with the opportunity to choose their assignment, based on availability and their seniority. After the mandatory slots are filled, the Field Operations Bureau will designate assignments based on the needs for staffing at the district stations.~~

~~TACTICAL COMPANY~~

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

~~CANINE UNIT/TACTICAL COMPANY~~

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

~~YOUTH SERVICES UNIT/SRO~~

~~All Q-2 officers who are currently assigned to the Youth Services Unit will not be affected by the 5-year mandatory rotation. The School Resource Officer Unit is an exempt position in the Field Operations Bureau. Upon implementation of the MRP, all officers must have at least 3 years seniority in the Department before being assigned to the Youth Services Unit and will remain in the unit for no longer than 5 years. At the conclusion of the 5 years, officers will return to their original assignments or they may choose to participate in the mandatory rotation program. (See above for veteran officer participation)~~

~~TACTICAL COMPANY/MARINE UNIT~~

~~All Q-2 officers who are currently assigned to the Marine Unit will not be affected by the 5-year mandatory rotation. All new transfers into the Tactical Company/Marine Unit will be subject to a seven (7) year rotation. At the conclusion of the seven-year period, the~~

~~Marine Unit officer will be given an opportunity to complete a "Mandatory Transfer Request Form" to request a station assignment, consistent with the MRP. The existing Department policy of requiring officers to pass a battery of tests before becoming a member of Marine Unit officer will remain in effect.~~

~~HOMELAND SECURITY UNIT~~

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

~~SERGEANTS IN FIELD OPERATIONS BUREAU~~

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

APPENDIX D APPENDIX B

San Francisco Police Department

10.01**GENERAL ORDER****08/10/94****UNIFORM AND EQUIPMENT CLASSES**

This order identifies the Department's uniform classes and specifies the uniform and equipment items within each class.

I. POLICY

A. UNIFORM CLASSES. The following constitute the various classes of uniform used by the San Francisco Police Department:

1. FORMAL, CLASS AA, COMMISSIONED OFFICERS

- a. Service hat.
- b. White shirt (long sleeve).
- c. Black necktie.
- d. Dress coat.
- e. Trousers with black belt.
- f. Black socks.
- g. Black shoes (shined).
- h. Department-authorized handgun and holster (not exposed below the coat).
- i. Gloves (as specified).
- j. Medal(s) of Valor or ribbon(s).



DGO 10.01
08/10/94

2. FORMAL, CLASS AA, MOUNTED OFFICERS (all ranks)

- a. Campaign hat.
- b. White shirt (long sleeve).
- c. Black necktie.
- d. Dress coat.
- e. Riding breeches with trouser belt.
- f. Black boots (shined).
- g. Equipment belt with shoulder strap (holster and Department-authorized handgun, speed loaders, handcuffs and case) worn on the outside of the dress coat.
- h. Medal(s) of Valor or ribbon(s).



DGO 10.01
08/10/94

3. FORMAL, CLASS AA, MOTORCYCLE OFFICERS (all ranks)

- a. White helmet.
- b. Dark blue shirt (long sleeve).
- c. Black necktie.
- d. Dress coat.
- e. Riding breeches with trouser belt.
- f. Black boots (shined).
- g. Equipment belt with shoulder strap (holster and Department-authorized handgun, speed loaders, handcuffs and case) worn on the outside of the dress coat.
- h. Gloves (as specified).
- i. All other required equipment.
- j. Medal(s) of Valor or ribbon(s).



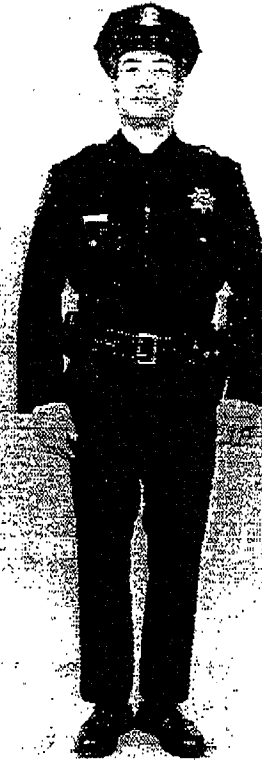
The Formal Uniform shall be worn at ceremonies, funerals, state functions and other formal events as directed by the Chief of Police.

DGO 10.01

08/10/94

4. DRESS, CLASS A, ALL BUREAUS AND DIVISIONS (all ranks)

- a. Service hat (motorcycle officers: white helmet).
- b. Dark blue shirt (long sleeve).
- c. Black necktie.
- d. Dark blue dress "Ike" jacket.
- e. Trouser (motorcycle and mounted officers, breeches) with trouser belt.
- f. Black socks for shoes.
- g. Black shoes (shined) (motorcycle and mounted officers: black boots).
- h. Equipment belt with holster, Department-authorized handgun, handcuffs with case and all required equipment.
- i. Gloves (as specified).
- j. Medal(s) of Valor or ribbon(s).



DGO 10.01

08/10/94

5. DUTY, CLASS B, PATROL DIVISION (all ranks)

- a. Service hat.
- b. Dark blue shirt
(long or short sleeve).
- c. Foul weather jacket (optional).
- d. Field sweater (optional).
- e. Trousers with belt.
- f. Black shoes (shined).
- g. Black socks for shoes.
- h. Equipment belt, holster with
Department-authorized handgun
and all required equipment.
- i. Ribbons (optional).



DGO 10.01

08/10/94

6. DUTY, CLASS B, TRAFFIC DIVISION (Motorcycle Officers)

- a. White helmet.
- b. Dark blue shirt
(long or short sleeve).
- c. Black leather jacket (optional).
- d. Foul weather jacket (optional).
- e. Field sweater (optional).
- f. Breeches with trouser belt.
- g. Black boots (shined).
- h. Equipment belt, holster with
Department-authorized
handgun and all required
equipment.



DGO 10.01

08/10/94

7. DUTY, CLASS B, SPECIAL OPERATIONS DIVISION (Mounted Officers)

- a. Service hat.
- b. Dark blue shirt
(long or short sleeve).
- c. Black leather jacket (optional).
- d. Field sweater (optional).
- e. Breeches with trouser belt.
- f. Black boots (shined).
- g. Equipment belt, holster with
Department-authorized handgun
and all required equipment.



DGO 10.01
08/10/94

8. DUTY, CLASS B, SPECIAL OPERATIONS DIVISION (Motorbike Unit)

- a. White helmet.
- b. Jumpsuit.
- c. Motocross boots.
- d. Equipment belt, Department-authorized handgun and all required equipment.
- e. 36" baton.
- f. Gloves as required.
- g. All other required equipment.
- h. Black leather jacket (optional).



DGO 10.01
08/10/94

9. DUTY, CLASS B, PATROL DIVISION (Bicycle Officer)

- a. Bicycle helmet.
- b. Dark blue shirt
(long or short sleeve).
- c. Foul weather jacket or
windbreaker (optional).
- d. Field sweater (optional).
- e. Bicycle pants.
- f. Bicycle shoes (shined).
- g. Bicycle gloves.
- h. Sunglasses.
- i. Equipment belt, holster with
Department-authorized handgun
and all required equipment.
- j. Ribbons (optional).



DGO 10.01
08/10/94

10. SPECIAL, CLASS C, ALL BUREAUS AND DIVISIONS (all ranks)

- a. Service cap (baseball cap).
- b. Jumpsuit.
- c. Black shoes or boots (shined).
- d. Black socks for shoes.
- e. Equipment belt, Department-authorized handgun and all required equipment.
- f. 26" baton.
- g. Gloves as required.
- h. All other required equipment.



DGO 10.01
08/10/94

11. TACTICAL, CLASS D (all officers)

- a. Riot helmet.
- b. Service cap (baseball cap)
carried in jumpsuit pocket.
- c. Jumpsuit.
- d. Black socks for shoes.
- e. Black shoes or black boots
(shined).
- f. Black leather equipment belt
with all required equipment.
- g. Department-authorized
handgun.
- h. 36" baton.
- i. Black leather gloves.
- j. All other required equipment.



DGO 10.01
08/10/94

12. TACTICAL, CLASS D (SPECIAL OPERATIONS GROUP)

- a. Service cap (baseball cap).
- b. Camouflage jumpsuit.
- c. Black boots.
- d. Black leather equipment belt with all required equipment.
- e. Department-authorized handgun.
- f. Black leather gloves.
- g. All other required equipment.

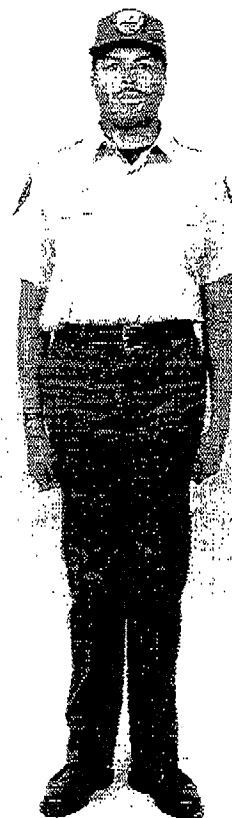


DGO 10.01

08/10/94

13. RECRUIT, CLASS E (all recruit officers)

- a. Service cap (baseball cap).
- b. Light blue shirt.
- c. Dark blue undershirt.
- d. Dark blue pants.
- e. Black leather belt.
- f. Black shoes (shined).
- g. Black socks.
- h. All other required equipment.



DGO 10.01

08/10/94

B. UNIFORM OF THE DAY

1. **PATROL DIVISION.** Unless otherwise specified, the uniform of the day for the Patrol Division is DUTY, Class B.
2. **PROPERTY CONTROL SECTION.** Unless otherwise specified, the uniform of the day for Property Control Section personnel is Special, Class C (jumpsuit).

C. RAIN GEAR. Rain gear may be worn as required.

D. FIELD SWEATERS. Field sweaters may be worn only with the Duty, Class B uniform, over a long or short-sleeved shirt.

E. UNDERSHIRTS, DICKIES. Officers shall not wear anything under the uniform shirt or jumpsuit, visible at the neckline, that is not solid black or navy blue. No undergarment shall show below the hem or cuff of the sleeve.

F. SERVICE HAT. Officers shall ensure that their service hats are serviceable and immediately accessible within the passenger compartment of their assigned vehicles. The service hat shall be worn in any the following circumstances:

1. When working a footbeat.
2. When working an assignment in which the primary function is crowd control, e.g., parades, sporting events, etc.
3. When conducting traffic stops.
4. When directing traffic.
5. When conducting an investigation at the scene of a traffic accident.
6. At inspections, ceremonies, funerals and other appropriate formal events.
7. In situations requiring immediate recognition for officer safety, e.g., building searches, in-progress burglaries, in-progress robberies, in progress aggravated assaults, hostage situations, critical incidents, etc.

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8. When circumstances are such that the wearing of the service hat is appropriate, e.g., non-violent protests and demonstrations, dignitary protection, fixed post assignments, etc.
- G. SENIORITY STRIPES.** Seniority stripes may be worn only by non-commissioned officers, i.e., patrol officers and sergeants, and shall be placed only on the "Ike" jacket and/or the long-sleeved uniform shirt, centered on the left forearm. Each stripe represents five years of service to the Department.
- H. MEDALS OF VALOR/RIBBONS.** Medals of Valor may be worn only on the formal coat or on the dress "Ike" jacket centered below the star. Medals of Valor and ribbons shall not be worn simultaneously.
- I. SHOULDER PATCHES AND CHEVRONS.** Shoulder patches and chevrons (sergeants stripes) shall not be placed on the leather jacket or on the rain jacket.
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INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made between the San Francisco Police Officers Association ("POA") and the City and County of San Francisco ("City").

WHEREAS the City and the POA entered into a Memorandum of Understanding, effective July 1, 2007;

WHEREAS section 6 of the MOU contains an agreement for release time of the POA President ("President's Release Time");

WHEREAS the POA has agreed to "execute an agreement, in a form acceptable to the City Attorney, that indemnifies and holds the City harmless from any legal claims by any party as to the conduct of the President during any period of release time"; and

WHEREAS the parties wish to hereby make said agreement;

NOW, THEREFORE, the City and the POA hereby agree as follows:

1. The POA shall indemnify and save harmless the City and its officers, agents and employees (collectively, "Indemnitees") and, if requested by the City, shall defend Indemnitees against any and all loss, cost, damage, injury, liability and claims thereof, arising directly or indirectly out of or relating to the conduct of the POA President while on release time, including but not limited to the President's use of facilities or equipment provided by the City or others. The foregoing indemnity shall include reasonable fees of attorneys, consultants and experts, and costs, including such fees and costs incurred by the City in investigating and defending any claims against Indemnitees. This Agreement does not extend to the good faith exercise of peace officer powers under section 830.1 of the California Penal Code should the President be required to take such action pursuant to G.O. 2.01 Rule 2 or as directed by the Department.

2. The indemnity provided by this Agreement applies regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on any Indemnitee, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement.

3. If tender of defense is made to the POA, the POA has an immediate and independent obligation to defend Indemnitees from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to POA by City and continues at all times thereafter.

4. This Agreement shall be effective for all periods from July 1, 2007 to and including June 30, 2011, with respect to any POA president during that period of time.

5. The parties acknowledge that this Agreement constitutes the sole agreement between them relating to indemnity, that it supercedes any prior oral or written agreements on the topic, and that it may be modified only by a writing signed by all parties to this Agreement.

6. The parties agree that the San Francisco Superior Court will have jurisdiction to enforce this Agreement. All disputes arising out of this Agreement shall be resolved by the San Francisco Superior Court.

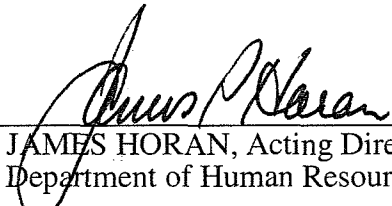
SAN FRANCISCO POLICE OFFICER'S
ASSOCIATION

Dated: 7/30/2007

By: 
Authorized Agent


CITY AND COUNTY OF
SAN FRANCISCO

Dated: 8/13/2007

By: 
JAMES HORAN, Acting Director
Department of Human Resources

APPROVED AS TO FORM:

DENNIS J. HERRERA, CITY ATTORNEY
City and County of San Francisco


ELIZABETH SALVESON
Chief Labor Attorney