

File No. 240111

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: March 21, 2024

Board of Supervisors Meeting:

Date: _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU - FY2022-2024 - Clean
- MOU - FY2022-2024 - Redline
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract / DRAFT Mills Act Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER

- MOU 2022-2024 Redline Ver
- MOU 2022-2024 Clean Ver
- Cost Analysis 031224
- Arbitration Award 120423
- DHR Memo 020724
- Referral CON 021324
- _____

Prepared by: Monique Crayton

Date: March 15, 2024

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

1 [Memorandum of Understanding - Retroactive - San Francisco Deputy Sheriffs' Association]

2

3 **Ordinance retroactively adopting and implementing the decision and award of the**
4 **Arbitration Board under Charter, Section A8.409-4, establishing the Memorandum of**
5 **Understanding between the City and County of San Francisco and the San Francisco**
6 **Deputy Sheriffs' Association, to be effective July 1, 2022, through June 30, 2024.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.
9 **Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.
10 **Board amendment additions** are in double-underlined Arial font.
11 **Board amendment deletions** are in ~~strikethrough Arial font~~.
12 **Asterisks (* * * *)** indicate the omission of unchanged Code
13 subsections or parts of tables.

11

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

13

14 Section 1. The Board of Supervisors hereby adopts and implements the decision and
15 award of the Arbitration Board under Charter Section A8.409-4, establishing the Memorandum
16 of Understanding ("MOU") between the City and County of San Francisco and the San
17 Francisco Deputy Sheriffs' Association, to be effective July 1, 2022 through June 30, 2024.

18 The Arbitration Board decision and award and the MOU so implemented are on file
19 with the Clerk of the Board of Supervisors in Board File No. 240111.

20

21 Section 2. The Board of Supervisors hereby authorizes the Department of Human
22 Resources to make non-substantive ministerial or administrative corrections to the MOU.

23

24 Section 3. This ordinance shall become effective upon enactment. Enactment occurs
25 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not

1 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
2 Mayor's veto of the ordinance.

3

4 APPROVED AS TO FORM:
5 DAVID CHIU, City Attorney

6 By: /s/
7 JONATHAN C. ROLNICK
8 Chief Labor Attorney

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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

THE SAN FRANCISCO
DEPUTY SHERIFFS' ASSOCIATION

July 1, 2022 - June 30, 2024

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ARTICLE I - REPRESENTATION

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 exclusive representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

8302 - Deputy Sheriff (Academy)
8304(CalPERS)/8504 (SFERS) - Deputy Sheriff
8306(CalPERS)/8506 (SFERS) - Senior 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 and county 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.

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION
JULY 1, 2022 – JUNE 30, 2024**

ARTICLE I - REPRESENTATION

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 shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike (collectively “strike activity”) during the term of this Agreement. If the Association learns that bargaining unit employees intend to engage in strike activity, either through notice from the City or through other means, the Association will send a notice to all bargaining unit employees, with a copy to the Employee Relations Director, indicating (1) the strike activity is not authorized or supported by the Association; and (2) strike activity may violate City or Departmental rules and result in disciplinary action.

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. Except as otherwise provided by law, 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

ARTICLE I - REPRESENTATION

10. The Association may select up to five (5) 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 five (5) 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.
14. *President Release Time.* The City agrees to provide the DSA President with 80 hours of release time each pay period. The DSA agrees that the start of the term of office for a newly elected DSA President will coincide with the start of a City pay period. The DSA President shall not be eligible for pay premiums or other special pays while on release time.
15. The City agrees that thirty-two (32) hours of the release time each pay period shall be paid release time. During this City paid release time, the DSA President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the City or Sheriff's Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and (2) investigating or processing grievances or appeals. The DSA President shall not participate in any other activity, including but not limited to political activity, during this City paid release time. The DSA President shall provide documentation to the Sheriff certifying that during each pay period, the DSA President used the thirty-two (32) hours of City paid release time only for authorized purposes. The DSA President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.
16. The DSA agrees to reimburse the City for the balance of the release time, which is 48 hours of release time each pay period. The amount reimbursed to the City shall be the base hourly rate of pay for the DSA President multiplied by the roll-up rate; the roll-up rate shall be established each fiscal year by utilizing the Controller's Office's annual "Payroll Data for Labor Negotiations" report by dividing the "Adjusted Total" by the "Adjusted

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Base.” The DSA shall submit the required payment to the Sheriff’s Department within 11 days after the close of each pay period. There are no restrictions on the activities of the DSA President during the 48 hours each pay period for which the DSA is reimbursing the City.

17. *Officers and Stewards Release Time.* The City shall provide an annual Association release time bank of one thousand (1000) hours for use by the Association Officers and Stewards. These employees may use these hours to perform their Union functions at meetings attended by representatives of the City regarding matters within the scope of representation, personnel management and employee-employer relations, to attend committees established pursuant to this Agreement or the orders of the Department, to negotiate or to undertake activities relating to grievance administration, attend seminars, meetings and conferences designated by the Association for the purpose of professional development, and/or leadership training. The released member(s) shall not participate in any other activity, including but not limited to political activity, during this release time. The president of the Association, or designee, shall notify the Department at least two (2) business days in advance of the members who will be utilizing the release time, the anticipated length of the release time, the location of the member during the release time, and the purpose of the release time.

I.G. NEGOTIATION RESPONSIBILITY

18. Except in cases of emergency, the Department shall give reasonable written notice to the Association of any proposed change by the Department in matters within the scope of representation as specified in Government Code Section 3504.5 The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
19. In cases of emergency when the Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
20. If the Association does not respond within twenty one (21) calendar days from the date of delivery of written notification of a proposed change as described above hereof, the Association shall be deemed to have waived its opportunity under this Agreement to meet and confer on the proposed change.
21. If the Association timely requests the opportunity to meet and confer as provided herein, the Department agrees to meet and confer with the Association over such proposed change or changes, within twenty (20) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

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22. If no agreement is reached, specifically limited to matters related to (1) the compensation provided to Association members (i.e., premiums, differential and overtime); (2) work schedules (i.e., regularly scheduled shift hours, regular days off [RDO]), daily work hour limit, and paid time off); or (3) benefits presently governed by seniority (i.e., RDO selection, vacation sign-up, holiday sign-up, and satellite sign-up), shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-5, unless an exception applies pursuant to Charter Section A8.590-1 through A8.590-9.

I.H. SHOP STEWARDS

23. 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.
24. 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.
25. 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. A steward shall not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.

I.I. GRIEVANCE PROCEDURE

26. 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.
27. 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:

ARTICLE I - REPRESENTATION

- 28. a. All Civil Service Commission “carve-outs,” as described in Charter Section A8.409-3.
- 29. 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.
- 30. 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.
- 31. 3. *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.
- 4. *Grievance Initiation.*
- 32. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over employees affected by the grievance.
- 33. b. Only the Association may file a grievance arising from a final disciplinary decision. These matters shall be initiated with the Sheriff or designee at Step 2.
- 34. c. All other grievances shall be initiated at Step 1.
- 35. 5. *Steps of the Procedure.* The grievant shall discuss the grievance informally with the grievant’s immediate supervisor, provided the grievance is not a discrimination or

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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.

36. 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. The grievance must include the following:

37. 1. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and assigned post of the affected employee or employees;

38. 2. The section(s) of the Agreement the grievant has alleged to have been violated;

39. 3. The remedy or solution being sought by the grievant.

40. The City will return any grievance that does not include the information specified above. The grievant shall have fifteen (15) days from receiving the return of the grievance to resubmit a new grievance with the corrected information.

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

42. b. *Step 2.* A grievant dissatisfied with the facility or division commander's response at Step 1 may appeal to the Sheriff, or designee, in writing, within fifteen (15) calendar days of receipt of the Step 1 answer. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The Sheriff, or designee, may convene a meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. The

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Sheriff, or designee, shall respond in writing within fifteen (15) calendar days of the meeting or receipt of the grievance, whichever is later.

c. *Step 3.*

43. (1) *For Contract Interpretation grievances only.* The Association dissatisfied with the Sheriff 's response at Step 2 may appeal to the Employee Relations Director, or designee (“ERD”), in writing, within fifteen (15) calendar days of receipt of the Step 2 response. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. 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.
44. (2) *For Disciplinary Appeals.* The Association may appeal imposed discipline to binding arbitration under this Article.
45. 6. *Step 4 --- Arbitration.* 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 grievance to arbitration under this Article.
46. 7. *Expedited Arbitration.* By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit any grievance to the Expedited Arbitration process.
47. 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 the panelist will be available to hear the Expedited Arbitration in not greater than thirty (30) days from selection.

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48. 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.
49. 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.
50. c. *Costs.* Each party shall bear their own legal expenses and costs for grievances in connection with the presentation of its case. 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.
51. 8. *Selection of an Arbitrator (not Expedited Arbitration).* Each July, the parties agree to establish a list of at least seven (7) but not more than ten (10) arbitrators to serve as the panel for that fiscal year to hear grievances arising under the terms of this Agreement. If the parties do not establish such a panel, then the prior year panel continues.
52. 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 parties shall strike arbitrators alternately from the panel until one arbitrator remains to hear each particular case. The parties shall flip a coin to determine who strikes first.
53. *Authority of the Arbitrator.* The decision of the arbitrator (for both Arbitration and Expedited Arbitration) shall be final and binding, unless challenged under

ARTICLE I - REPRESENTATION

applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

54. *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.
55. *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.

I.J. UNION SECURITY

1. Authorization for Payroll Deductions

56. a. The Association shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Association. "Contributions" as used in this Section I.J. means Association membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Association.
57. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Association of a request, in accordance with the Procedure. The Procedure shall include, and the Association must provide with each request, a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Contributions, the Association has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Association, and make the requested deduction changes only upon receipt of a proper certification.

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58. c. The Procedure is the exclusive method for the Association to request the City to initiate, change, or cancel deductions for Contributions.
59. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Association, but only if the Association submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
60. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Association authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Association form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Association a copy of any authorization form that it receives directly from a represented employee.
61. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Association, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Association a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
62. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Association in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
63. h. With the exception of subsection (e) above, the Association is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the

ARTICLE I - REPRESENTATION

Association and represented employees about Association membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Association. The Association shall respond to such employee inquiries within no less than 21 calendar days.

2. Indemnification

64. The Association shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Association shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Association; (ii) the City shall provide any assistance that the Association may reasonably request for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Association against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

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

65. *Bulletin Boards.* The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the City agrees that identifiable Association literature shall not be removed from said bulletin boards without first consulting with the representative of the Association to determine if the literature should remain for an additional period of time. The Association shall not post literature that violates City policies prohibiting discrimination, harassment, retaliation, or mistreatment of persons, that involves any political candidate or ballot measure, or that

ARTICLE I - REPRESENTATION

violates the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.

Union Access.

66. a. The City shall provide the Association reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.
67. b. The Association agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees, or involve any political activities.
68. c. Association representatives must identify themselves upon arrival at a City department. Association representatives may use City meeting space with a reasonable amount of advance notice and approval from the City department, subject to availability.
69. d. The City may require a department representative to escort Association representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees. This paragraph is not intended to restrict or limit the access rights of City employees who have access to work area where confidential or secure work is taking place.
70. e. Nothing in this Section is intended to disturb existing City departmental Association access policies. Further, City departments may implement additional rules and regulations after meeting and conferring with the Association.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A NON-DISCRIMINATION

71. a. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
72. b. Neither the City nor the Association shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.

II.B LAYOFFS

73. Any permanent employee laid off may have the selection of one of the two following options:
74. 1. Placement on the Civil Service Commission holdover roster pursuant to Civil Service Rule 112; or
75. 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 preceding sentence shall be irrevocable and must be made within twenty-one (21) days from the employee's notice of layoff from the City.
76. 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.
77. When involuntarily removing or releasing from employment a represented employee, the employee shall receive the severance pay due under paragraph 75, in exchange for a release signed by the employee and DSA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or DSA may have against the City including any officer or employee thereof.

ARTICLE II – EMPLOYMENT CONDITIONS

78. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of severance pay due under paragraph 75.

II.C ASSIGNMENT OF WORK

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

Class 8302 - Deputy Sheriff (Academy)	Completion of the POST Basic entry-level Academy
Class 8304/8504 - Deputy Sheriff	2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)
Class 8306/8506 - Senior Deputy Sheriff	2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)

80. Except as provided by the City’s Civil Service Rules (including automatic extensions due to absences), the duration of the probationary period may be extended by written mutual agreement of the employee and the Sheriff.

2. *Reclassification/Reorganization.*

81. 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.

82. 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.

83. b. *Reorganization.* Except as provided by law, the parties recognize and agree that the reorganization of departments and/or departmental units and

ARTICLE II – EMPLOYMENT CONDITIONS

divisions, and the work pertaining thereto, is the sole and exclusive prerogative of the City.

84. 3. *Staffing levels.* The Sheriff shall reasonably determine and adjust minimum staffing for the Custody Operations Division and Court Services in Appendix B. The minimum staffing levels, listed in Appendix B, reflect staff levels currently understood to be consistent with the post assignments the Department has determined will maintain safe and secure operations and comply with the Board of State and Community Corrections (BSCC) Minimum Jail Standards Title 15. In the event the Sheriff determines that adjustments must be made, the Department will notify the Deputy Sheriffs’ Association of such change in advance of such adjustment, barring exigent circumstances. The decision to adjust minimum staffing levels shall not be capricious or arbitrary.

85. The above provision is not subject to the grievance procedure .

4. *Assignment of Function.*

86. 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:

- Deputy Sheriff (Academy)
- Deputy Sheriff
- Senior Deputy Sheriff

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

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

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

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

91. 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

ARTICLE II – EMPLOYMENT CONDITIONS

to the Deputy Sheriff’s Association and appropriate meet and confer in advance of such allocation having due regard for the following:

- 92. (1) the current practices of other local law enforcement agencies within the State of California;
- 93. (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;
- 94. (3) the quality of service to be provided by the Sheriff’s Department; and,
- 95. (4) bargaining unit work performed prior to 1986.
- 96. c. The parties incorporate by reference as if fully set forth Administration Code Sections 16.215(e)(1-4).
- 97. 5. Matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

II.D PERSONNEL FILES AND OTHER PERSONNEL MATTERS

- 98. 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.
- 99. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisals, 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

100. Represented employees will receive the following base wage increases:
101. Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.
102. Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.
103. Effective the first pay period of January 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.
104. All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.
1. Market Wage Adjustments
105. Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.
106. The Department will implement the June 25 market wage adjustments 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.
107. The salary survey shall measure total compensation for the rank of Deputy Sheriff (8304/8504) based on the following data points:
- Maximum monthly salary for the rank of Deputy Sheriff (8304/8504);
 - Maximum educational incentive premiums (e.g., Adv. POST);
 - Employer payment of mandatory employee retirement contributions and retirement supplements;
 - Longevity/Retention premiums

ARTICLE III – PAY, HOURS AND BENEFITS

108. The salary survey shall be completed no later than May 15 of each year of the Agreement for a market wage adjustment effective June 25 of each year of the Agreement. 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 of each year of the Agreement. If rates are not known and authorized by May 15 for June 25, the rates reported shall be those in effect on May 15 of each calendar year of the Agreement. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.
109. 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.
110. 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.
111. 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.
112. 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 annually.
113. The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2022 through June 30, 2024.

III.B. WORK SCHEDULES

114. 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.
115. 2. *Regular Work Week.* The Sheriff shall determine the work schedule for employees in their 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. However,

ARTICLE III – PAY, HOURS AND BENEFITS

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.

116. 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

117. Each premium or additional compensation set forth below shall be separately calculated based on an employee's base rate of pay.
1. Shift Differential.
118. Swing Shift. Employees who, as part of their regularly scheduled work shift, are routinely and consistently 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%) of the employee's base rate of pay for all hours worked between 4:00 p.m. and 11:00 p.m.
119. Graveyard Shift. Employees who, as part of their regularly scheduled work shift, are routinely and consistently required to work any hours between 11:00 p.m. and 6:00 a.m. shall receive a premium of ten percent (10%) of the employee's base rate of pay for all hours worked between 11:00 p.m. and 6:00 a.m.
120. 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.
121. 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 ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with a cellular telephone, pager, or other electronic communication device. When such employees are called to perform their regular duties in

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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.

122. 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, voluntary prescheduled overtime, or employees called in to duty when on standby status.

4. Special Skills & Duties.

123. a. *Officer Training Duties.* Employees represented by the Association who are assigned training officer duties shall be paid an additional five dollars (\$5.00) per hour when such duties are actually performed.
124. b. *Honor/Color Guard.* Employees shall receive a premium of 0.5% of their base rate of pay when they are assigned to and remain a member in good standing in the Sheriff's Honor/Color Guard. To be a "member in good standing," the employee must (1) be assigned to the unit; and (2) meet Departmental service and training requirements (e.g., attend required trainings, maintain the employee's uniform according to Departmental Regulations, and serve as a member of the Honor/Color Guard at functions when reasonably requested to do so).
125. c. *Emergency Services Unit.* Employees shall receive a premium of three percent (3%) of their base rate of pay when assigned to the Emergency Services Unit. To be entitled to this premium, employees assigned to the Emergency Services Unit must agree to carry a cellular telephone or other electronic communication device, while off-duty and to respond immediately when contacted. 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. The Department will bear no burden for the cost of any electronic communication device.

5. Bilingual Premium.

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126. Employees who have been certified by the Department of Human Resources as having proficiency in Spanish, Cantonese, Mandarin, Tagalog, Arabic, sign language for the hearing impaired and Braille for the visually impaired shall be paid bilingual pay in the amount of fifty dollars (\$50) bi-weekly for routinely and consistently using their bilingual skills during the performance of their duties. 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.

Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

6. Acting Assignment Pay.

127. a. Employees assigned by the Sheriff or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive acting assignment pay 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.
128. Upon written approval by the Sheriff or designee, 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 five percent (5%) above the employee’s base salary but such pay shall 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 acting assignment pay.
129. Requests for classification or reclassification review shall not be governed by this provision.
130. b. *Watch Commander Premium.* An 8304/8504 Deputy Sheriff or 8306/8506 Senior Deputy Sheriff when assigned to the duties of a higher ranking supervisor who is the Watch Commander during the absence of the Watch Commander during the employee’s normal shift, at Jails #1, 2, 4, 5, Hall of Justice Courts (in the absence of an 8310), Community Programs, Station Transfer Unit, Sheriff’s Patrol Unit, Civic Center Courts, Juvenile Justice Center, the General Hospital Security wing, Department of Emergency Management, the Central Records and Warrants Unit (CRWU), City Hall Security, Transportation, the Training Unit, the Internal Affairs Unit, Laguna Honda Hospital, Hall of Justice Security, Medical Examiner’s

ARTICLE III – PAY, HOURS AND BENEFITS

Office, or the Classification Unit, shall receive seven and one-half percent (7.5%) of the employee’s base rate of pay.

7. Supervisory Differential.

131. The Sheriff may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
132. a. The supervisor, as part of the regular responsibilities of their class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
133. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
134. 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.
135. 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.
136. 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.
137. 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.
138. f. If the application of this section adjusts the compensation schedule of an employee in excess of their 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 the supervisor’s highest paid

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subordinate, provided that the applicable conditions of this section are also met.

- 139. 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%).
- 140. 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.

- 141. a. *Canine Pay.* Member(s) assigned to canine duty shall receive pay, as calculated below, as compensation for the average time authorized and expended in the exercise, care, feeding, grooming, and training of the assigned canine.

142. This amount has been calculated by the parties to represent approximately 52 minutes per day or approximately 6 hours of overtime per week. These hours will be compensated at the greater of the following:

- (i.) one and one-half times the hourly rate of the federal minimum wage; or
- (ii.) one and one-half times the hourly rate achieved by the following calculation: $0.2222 \times \text{Employee's base rate}$

143. This extra compensation is for activities outside normal working hours and is not to be considered base pay, premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions, except as required by law. Members assigned to canine duty shall also be reimbursed for canine related expenses in the amount of \$150.00 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.

- 144. 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

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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 seven percent (7%) of their base rate of pay. Deputies hired prior to 1975 shall be entitled to receive either premium if they met the equivalent standard for either certificate. This payment shall not be considered "regular" pay for purposes of overtime.

c. *Longevity Pay.*

145. Effective July 1, 2022, employees hired by the department on or before June 30, 2014, shall receive the following longevity pay:

Years of Service as a Sworn Member of the Department	Premium Incremental (Cumulative)
5	2%
10	2% (4% total)

146. Effective July 1, 2022, employees hired by the department on or after July 1, 2014, shall receive the following longevity pay:

Years of Service as a Sworn Member of the Department	Premium Incremental (Cumulative)
10	2%
15	2% (4% total)

147. *Longevity pay shall be included for purposes of retirement benefit calculations and contributions.*

III.D. OVERTIME COMPENSATION

148. 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

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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.

149. Notwithstanding the foregoing paragraph, overtime worked by employees required to participate in a regular daily briefing period shall be paid at a straight time rate for the first one-quarter hour in excess of eight hours per day.
150. 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.
151. 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 rate, except by mutual agreement an employee may earn up to 160 hours of compensatory time each fiscal year.
152. 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.
153. Employees may not accumulate a balance of compensatory time in excess of 160 hours.
154. 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.
155. A non-"Z" or "L" classified employee who is appointed to a position in a higher, non-"Z" or "L"-designated classification or who is appointed to a position in a "Z" designated classification shall have their entire compensatory time balances paid out at the rate of the lower classification prior to promotion or said non-"Z" or "L" classified employee, at their option, may carry over forty (40) hours of accrued compensatory time to the position in a higher classification within the department.
156. A non-"Z" or "L" classified employee who is appointed to a position in another department shall have their entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.

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157. 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 time before transferring from another Department.
158. 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).
159. The Department and DSA acknowledge that the San Francisco Administrative Code currently limits overtime worked by employees of the City and County of San Francisco to five hundred and twenty (520) hours. The parties agree that prior to the Sheriff submitting a formal written request for an exemption from the overtime limitation to the Director of the Department of Human Resources, the Sheriff, or their designee, will consult with the DSA.

Third Party Requests for Law Enforcement Services

160. The parties acknowledge that the provisions of Section 18.13-1(c) of the San Francisco Administrative Code, which is set forth below for informational purposes, apply to overtime worked by bargaining unit members:
161. Admin. Code Sec. 18.13-1(c): “The provisions of Subsection (a) [limiting overtime to 520 hours each year] shall not apply to overtime worked by any employee where the City and County of San Francisco incurs no direct or indirect additional costs and where the employee acquires no right to compensatory time off. For the purposes of this Section, "direct or indirect additional costs" includes any additional salary, wages, compensatory time or any other benefit provided at that time or deferred until a later date.”

III.E. HOLIDAYS AND HOLIDAY PAY

162. 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:

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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)
June 19 (Juneteenth)
the first Monday in September (Labor Day)
the second Monday in October (Indigenous Peoples Day, Italian American Heritage Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

163. 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.
164. Provided further, if January 1, July 4, June 19, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
165. The City shall accommodate religious belief or observance of employees as required by law.
166. 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.
1. Holiday Pay For Employees Who Separate.
167. 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.
168. 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;

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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 their 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.

169. 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.
170. 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.

171. 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.
172. 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.
173. 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.
174. 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, they 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

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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.

175. 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.

176. 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.

177. 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.

178. 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.

179. 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.

180. 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.

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- 181. b. In-lieu days will be assigned by the Sheriff or designee if not scheduled in accordance with the procedures described herein.
- 182. 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

- 183. 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.
- 184. 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 their salary adjusted to that step in the promotive class as follows:
 - 185. a. If the employee is receiving a salary in their 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.
 - 186. b. If the employee is receiving a salary in their 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.
- 187. 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.
- 188. 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

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appointment, provided that such salary shall not exceed the maximum of the salary schedule.

189. 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:
190. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in their former classification.
191. b. Loss of compensation would result if appointee accepts a position at the normal step.
192. c. A severe, easily demonstrated and documented recruiting and retention problem exists.
193. d. The appointee possesses special experience, qualifications, and/or skills that, in the opinion of the Sheriff, warrant appointment above the entrance rate.
4. *Compensation Upon Reemployment.*
194. 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.
195. 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.
196. 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

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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

- 197. 1. *Bi-Weekly.* An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for their 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.
- 198. 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.
- 199. 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:
 - 200. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
 - 201. 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

- 1. *8302 and 8304/8504 Employees*
- 202. a. Effective July 1, 2019, the City shall establish a new Step 1 for the 8304/8504 salary range, which is equivalent to Step 1 of the 8302 salary range. The remaining steps will be re-numbered, making eleven (11) steps in the 8304/8504 salary range.

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203. b. Upon promotion to Class 8304/8504, employees in classification 8302 shall move to Step 1 of the 8304/8504 salary range. This will result in no change in pay.
204. c. All employees in classification 8304/8504 will advance to each successive step upon completion of the six (6) months of required service with the following exception. If the Sheriff agrees that a performance appraisal should be marked lower than competent and effective, the increment may be withheld at the Sheriff's sole discretion.
2. *Supervisory Ranks (8306/8506 Employees)*
205. a. All employees in classifications 8306/8506 shall be paid at the top step of their salary range.
206. 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.
207. 4. *Exceptions.* An employee shall not receive a salary adjustment based upon service as herein provided if they have 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 their previous increment equals or exceeds the service required for the increment, and such increment date shall be their 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.

III.I. WORKERS' COMPENSATION & RETURN TO WORK

208. 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.
209. 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

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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.

- 210. 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.
- 211. 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.
- 212. 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.
- 213. The parties agree that this provision clarifies and supersedes 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.*
- 214. Entitlements afforded represented employees under Labor Code Section 4850 and Article II.C.4. of this Agreement shall not be affected by this provision.

III.J. VACATION

- 215. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.
- 216. *Vacation Slots Formula*
- 217. The Department shall provide all represented members with an opportunity to utilize all vacation earned and accrued each year. The parties agree that the following is sufficient to ensure that the represented members have the opportunity to use vacation:
 - 218. 1. The Department shall establish sufficient vacation slots to ensure that all members’ vacation accruals in the upcoming year shall be accommodated.

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- 219. 2. Vacation slots shall be established for all represented members regardless of whether they are on, or anticipated to be on, leaves or absent from their assigned facility or work site.
- 220. 3. Represented members who have been away from their assignment ninety (90) calendar days or more may participate in vacation sign up through the Sheriff’s Department Personnel Unit.
- 221. 4. The following formula shall be used to determine the required number of vacation slots for a specific watch/team at a selected facility/unit during the annual vacation sign-up for that watch/team:

222.

Number of represented members assigned to the watch	Number of slots per day per watch/team
7 represented members and below	1 vacation slot
8 to 17 represented members	2 vacation slots
18 to 27 represented members	3 vacation slots
28 to 37 represented members	4 vacation slots
38 to 47 represented members	5 vacation slots January through May and September through November; 6 vacation slots June, July, August, and December.
48 represented members or more	6 vacation slots January through May and September through November; 7 vacation slots June, July, August, and December.

- 223. In addition, there shall be one Paid Time Off (“PTO”) slot (for compensatory time off other than vacation) available at each level (e.g. for a watch of 19 employees, there shall be 3 vacation slots and one additional PTO slot). Employees shall give the Department five (5) days advance written notice of a request to use this PTO slot. The Department shall grant permission to use the PTO slot, if available, unless doing so would unduly disrupt the operation of the Department.

III.K. HEALTH AND WELFARE

- 1. Employee Health Care.
- 224. The contribution model for employee health insurance premiums will be based on the City’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:

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1) Employee Only:

225. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

2) Employee Plus One:

226. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

227. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

228. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

229. For purposes of this agreement, and to ensure that all employees enrolled in health insurance through the City’s Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties

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intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

2. Dental Coverage.

230. The City agrees to maintain dental plan coverage at present levels for the term of this Agreement. Otherwise, effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

3. Contributions While On Unpaid Leave.

231. 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.L. RETIREMENT

232. For the duration of this agreement, employees who are members of SFERS shall pay their own retirement contributions in an amount as required by the San Francisco Charter.

233. Employee payment of employee contribution to CalPERS

For the duration of this agreement, members of the bargaining unit who are members of CalPERS shall pay the employee share of mandatory retirement contributions, effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member’s compensation for the purpose of computing straight-time earning, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in

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determining the level of any other benefit which is a function of, or a percentage of, salary; and

- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

234. Any City pickup of an employee's mandatory 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.

235. *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 the employee 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.

- 1. Prop. C Employee Cost-Sharing:

236. A. The parties recognize the requirement under Charter Section A8.590-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.590-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

237. B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory payment described in paragraph 236 plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The Prop. C Contribution is determined, as set forth in the chart below, based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C. Contribution will be 3.5% of covered compensation for bargaining unit members in CalPERS.

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Employer Contribution Rate for Comparable SFERS Employees	Safety
0%	(6.0%)
0.01% - 1.0%	(5.0%)
1.01% - 2.5%	(4.75%)
2.51% - 4.0%	(4.5%)
4.01% - 5.5%	(3.5%)
5.51% - 7.0%	(3.0%)
7.01% - 8.5%	(2.0%)
8.51% - 10.0%	(1.5%)
10.01% - 11.0%	(0.5%)
11.01% - 12.0%	0%
12.01% - 13.0%	0.5%
13.01% - 15.0%	1.5%
15.01% - 17.5%	2.0%
17.51% - 20.0%	3.0%
20.01% - 22.5%	3.5%
22.51% - 25.0%	4.5%
25.01% - 27.5%	4.5%
27.51% - 30.0%	4.75%
30.01% - 32.5%	4.75%
32.51% - 35.0%	5.0%
35.01% +	6.0%

238. C. The Prop. C Contribution:
- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
 - (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
 - (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;

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- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS accounts;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of salary.

239. D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under paragraph 236 to the extent of the Prop. C Contribution.

The City will work with the Association and the San Francisco Employees Retirement System and Board of Supervisors to determine whether it is feasible to amend the City's contract with CalPERS to expressly provide for an additional Member Contribution over and above Normal Contribution (the Prop. C Contribution) for classic members in an amount specified in Section III.L. Retirement, on a pre-tax basis.

Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase to the employee contribution to CalPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set for in Charter section A8.590-5, as applicable.

Retirement Seminar Release Time

240. 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.

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241. 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.
242. This section shall not be subject to the grievance procedure.

III.M. LEAVES OF ABSENCE

243. 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.N. CHAPTER 12W PAID SICK LEAVE ORDINANCE

244. 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.O. VOLUNTEER / PARENTAL RELEASE TIME

245. 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).
246. 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.

III.P. HOSPITAL AND SKILLED NURSING FACILITY COVID-19 WORKER RETENTION PAY

247. In accordance with Senate Bill 184 signed into law by the Governor on June 30, 2022, adding Part 4.6 of Division 2 of the California Labor Code, the City of San Francisco will provide a one-time worker retention payment as described in paragraphs 248 and 249 below, funded by the State of California and consistent with the terms and conditions set forth in the California Labor Code sections 1490, *et seq.*

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248. Eligible part-time employees, as defined by California Labor Code section 1491 (f), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least one hundred (100) hours and no more than three hundred ninety-nine (399) hours between July 30, 2022, through October 28, 2022, shall receive a one-time worker retention payment of up to seven hundred fifty (\$750) dollars contingent on and at such time as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.
249. Eligible full-time employees, as defined by California Labor Code section 1491(e), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least four hundred (400) hours between July 30, 2022 through October 28, 2022, shall receive a one-time worker retention payment of up to one thousand (\$1000) dollars contingent on and at such time as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.
250. Hospital and skilled nursing facility retention pay shall not be considered compensation for the purpose of computing retirement benefits.

ARTICLE IV - WORKING CONDITIONS

IV.A. UNIFORMS AND EQUIPMENT

251. 1. Uniform Allowance. Employees shall receive forty-two dollars, thirty cents (\$42.30) per pay period for the purchase and maintenance of uniforms.
252. 2. *Ballistic Vests.* The City shall refurbish, repair or replace ballistic vests for each represented employee. The City shall provide employee’s voucher for a replacement vest ninety days (90) days prior to the manufacturer’s expiration date. Ballistic 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.
253. 3. a. *Emergency Services Unit Personnel.* Upon initial assignment to the Emergency Services Unit, the Department *will* provide the following equipment to personnel:
- Equipment Bag
 - Safety Glasses/Goggles
 - Voucher for embroidering “ESU” onto two (2) BDU shirts
254. b. *Special Response Team Personnel.* Upon initial assignment to the Special Response Team, the Department will provide the following equipment to personnel:
- Balaclava
 - Class E Boonie Hat
 - Class E Holster
 - Class E Uniform (1)
 - Rifle Magazine Pouch
255. c. In the event that the equipment identified above is damaged or destroyed in the course and scope of employment, including equipment previously purchased by an ESU/SRT member at their own expense, the Department will bear the cost of replacement for the affected ESU/SRT member.
256. 4. *Personal Protective Equipment.* The Department will make available for common use reasonable forms of personal protective equipment at each facility, based on the Department’s determination of what personal protective equipment is appropriate. Such equipment will be replaced on or before expiration.
257. 5. *Ammunition.* The City will provide an adequate amount of ammunition per month as determined by the Sheriff, for each employee to practice in order to qualify.

ARTICLE IV – WORKING CONDITIONS

IV.B. EMPLOYEE TUITION REIMBURSEMENT PROGRAM

258. Budget. The City shall budget five thousand dollars (\$5,000) during each year of this Agreement for the Tuition Reimbursement Program. Unused funds shall not be carried forward to the next fiscal year.
259. Eligible Employees. Any full-time or part-time employee who regularly works at least twenty (20) hours per week with a minimum of one (1) year continuous service in any class immediately prior to receipt of application, is eligible for tuition reimbursement fund reimbursement.
260. *Reimbursement is subject to the following conditions and limitations:*
261. 1. The subject matter of the course, training program, or degree relates to the employee’s work with the City and is designed to improve the employee’s job performance.
262. 2. The course is in a school accredited by the Western Association of Schools and Colleges, the National Home Study Council, California Commission on Peace Officers Standards and Training (“POST”) or by special permission as recommended by the Sheriff and approved by the Human Resources Department.
263. 3. The class and study time are outside the employee’s normal working hours.
264. Eligible Expenses. Until such funds are exhausted and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of five hundred dollars (\$500) per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee’s current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training. All expenses must be relevant to the employee’s current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.
265. Reimbursement for books retained by the employee will be limited to 50% of the cost.
266. Approval and Timing. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. An employee cannot submit a request for an expense in a future fiscal year event. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion. If an employee provides notice of resignation, the employee must submit the expense report and

ARTICLE IV – WORKING CONDITIONS

receive all online approvals before separating from the City. Employees may submit requests for benefits/reimbursement under this section up to a maximum of five hundred dollars (\$500) per fiscal year.

267. Reimbursement shall not be provided for costs incurred for graduation fees, deferred tuition payment fees, student body fees, binders, note papers, exam blue books, parking fees, or miscellaneous supplies, computer hardware or software, or battery operated or electric calculators.
268. Human Resources Department authorization must be obtained prior to incurring any otherwise reimbursable expenses. Reimbursement will be approved by the Human Resources Department upon satisfactory evidence of satisfactory completion of the authorized course.

IV.C. WORK ORDERS

269. The Department will route copies of all work orders submitted to the Department to the president of the DSA. The DSA may provide advisory recommendations to the Department concerning potential cost savings, enhanced efficiencies and revenue generation. The Department retains the sole right to accept, reject, and/or modify work order requests.

IV.D. PAPERLESS PAY POLICY

270. Employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
271. The pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
272. Employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
273. Employees shall possess the right to do the following with any frequency and without incurring any cost to the employee:

ARTICLE IV – WORKING CONDITIONS

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the bank pay card option, or vice versa;
3. Obtain a new bank pay card the first time the employee’s bank pay card is lost, stolen or misplaced.

274. The City assures that the bank pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.

275. The City shall make best efforts to provide no-cost ATMs available at large worksites and remote worksites.

276. Employees may print out pay advices during work hours.

ARTICLE V - SCOPE

V.A. SAVINGS CLAUSE

277. 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

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

V.C. ZIPPER CLAUSE

279. 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.
280. 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.
281. During this round of negotiations, the DSA produced a variety of documents that it believes may be past “side letters” that it asserts may be binding on the parties. These documents are attached as Appendix D. The City disputes the DSA’s contention. However, there was insufficient time during these negotiations to resolve these issues. Accordingly, the parties agree that they shall meet and confer as soon as possible, and not later than April 1, 2023, to review the documents to address what should be included as part of this agreement. Should the parties fail to reach agreement, upon the request of either party, the parties shall submit any issues remaining in dispute to a mediation/arbitration board convened in accordance with the procedures set forth in City Charter section A8.590-5, except that with respect to A8-590-5(b), the parties shall select and appoint board members, including the neutral chairperson, not later than June 1, 2023. The parties may extend the above deadlines by mutual written agreement.
282. During negotiations for the July 1, 2022 to June 30, 2024 agreement, the DSA proposed to move the provision related to “muster pay” (currently at paragraph 152 of the CBA dated July 1, 2019 – June 30, 2022) to another section of the CBA. However, there was insufficient time during these negotiations to resolve this issue. Accordingly, the parties

ARTICLE V - SCOPE

agree that they shall meet and confer as soon as possible, and not later than April 1, 2023, to resolve this issue. Should the parties fail to reach agreement, upon the request of either party, the parties shall submit the issue to a mediation/arbitration board convened in accordance with the procedures set forth in City Charter section A8.590-5, except that with respect to A8-590-5(b), the parties shall select and appoint board members, including the neutral chairperson, not later than June 1, 2023. The parties may extend the above deadlines by mutual written agreement.

V.D. DURATION OF AGREEMENT

283. This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2024.

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.

XI. REPRESENTATION

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

San Francisco Deputy Sheriffs' Association
P.O. Box 77590
San Francisco, CA 94107
Telephone: (415) 696-2428

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**

Custody Division
8 Hour Shifts

Unit/Facility	Mids Supe	Mids Dep	Days Sup	Days Dep	Swings Sup	Swing Dep
CJ 1 M-Fri	1	12*	2	14*	1	14*
CJ#1 S,S,Hol	1	12*	1	12*	1	14*
CJ#3 M-Fri	2	24*	3	38*	3	35*
CJ#3 S,S,Hol	2	24*	2	38*	2	35*
CRU M-Fri	1	2	1	4	1	4
CRU M-Fri	1	2	1	3	1	3

10 Hour Shifts

Unit/Facility	Days Sup	Days Dep	Nights Sup	Nights Dep
Class M-Fri	1	6	1	3
Class S,S,Hol	1	3	1	3

12 Hour Shifts

Unit Facility	Days Sup	Days Dep	Nights Sup	Nights Dep
CJ#2 M-Fri	2	25*	2	19*
CJ#2 S, S, Hol	2	22*	2	19*
Ward 7D/7L M-Fri	1	5	0	3
Ward 7D/7L S,S, Hol	0	3	0	3

Field Operations Division Units
8 hour Shifts

Unit/Facility	Days Sup	Days Dep	Swings Sup	Swings Dep		
HOJC M-Fri	2	39*	0	0		
CCCH M-Fri	1	22*	0	0		
JJC M-Fri	0	6	0	0		
HOJS M-Fri	1	2	0	2		

The parties recognize that staffing levels can vary in the event of emergencies, unplanned absences and other exigent circumstances. These staffing levels are not subject to the grievance procedure.

*this reflects one additional position to offset ongoing P.O.S.T. and B.S.C.C. training requirements

APPENDIX C

The Sheriff agrees to maintain the current 12 hour shifts at County Jail 2, Community Programs, City Hall Security, and the ZSFGH ward at 7D/7L and will implement 12 hour shifts for the public library assignment, for the term of this contract. Prior to July 1, 2023, the parties will meet to evaluate and discuss various work schedules, including but not limited to combining County Jails 1 and 2 and implementing 12 hour shifts at the combined facility.

City and County of San Francisco Department of Human Resources

Edwin M. Lee
Mayor



Micki Callahan
Human Resources Director

TENTATIVE AGREEMENT
BETWEEN DEPUTY SHERIFFS' ASSOCIATION AND
THE CITY AND COUNTY OF SAN FRANCISCO

Pursuant to Paragraph 244 (Article III.K. "Vacation") of the Memorandum of Understanding ("MOU") between the City and County of San Francisco ("City") and the San Francisco Deputy Sheriffs' Association ("DSA"), the Parties agree that for the vacation sign up covering calendar year 2017, in addition to the formula provided in Paragraph 236 of the MOU, the City will provide one (1) additional vacation slot for each watch/team at every facility/unit where a Senior Deputy is assigned to the watch/team ("Senior Deputy Vacation Slots"). The Senior Deputy Vacation Slots are reserved exclusively for members in the Senior Deputy classification and will only be made available during the following months:

January; February; March; April; May; June; September; October; and November

The above agreement is valid for the calendar year 2017 and shall sunset December 31, 2017.

The portion of this tentative agreement covering the period from January 1 through June 30, 2017 will be reflected in an amendment to the current MOU, submitted to the Board of Supervisors for approval. The portion of this tentative agreement covering the period July 1 through December 31, 2017, will be reflected in the successor MOU that commences July 1, 2017.

Tentative Agreement:

FOR THE CITY

LaWanna Preston

LaWanna Preston Date
Employee Relations Manager
Chief Negotiator

FOR THE UNION

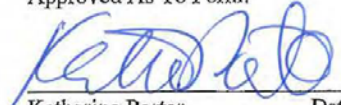
Peter Hoffmann 8/24/16

Peter Hoffmann Date
Counsel

Suzanne R. Mason 8/29/16
Suzanne Mason Date
Employee Relations Director

Page 2 of 2

Approved As To Form:

 8/29/16
Katharine Porter Date
Chief Labor Attorney

D-003

JULY 1, 2022 – JUNE 30, 2024



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT L-39

TO: Dave Wong
President – San Francisco Deputy Sheriff's Association

FROM: Chief Deputy Arata
Custody Division Commander

DATE: June 28, 2007

SUBJ: Personnel Selected to Work Overtime with Station Transfer Unit Duties

Station Transfer Unit Duties have been assigned to the Custody Division, organizationally assigned to County Jail #9. These duties will continue to be staffed on an overtime basis for the foreseeable future since there have not been any additional positions funded to provide this service next fiscal year.

The selection process for assignment of personnel to perform these duties on an overtime basis shall be as follows:

The selection of Deputy Sheriff's to perform this overtime assignment will follow SFSD Policy I-22. Specifically, under Section II Voluntary Overtime in Subsection A of the policy, the process for voluntary overtime selection is identified. The overtime selection process would follow this policy. Here is the breakdown:

All voluntary overtime is offered to qualified volunteers in classes 8304 or 8302 by seniority in the following order:

- 1) Watch Protected
 - a. First Priority - CJ#9 1500-2300 Hour Watch
 - i. The scheduled overtime hours encompass the entire swing watch hours.
 - ii. Selection is determined by Departmental seniority.
 - iii. Seniority is determined by start-work date in class.
 - iv. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification.

D-005

JULY 1, 2022 – JUNE 30, 2024

b. Second Priority – CJ#9 2300-0700 Hour Watch

- i. Two or four of the scheduled overtime hours (depending on the day of the week) overlap onto the midnight watch hours.
- ii. Selection is determined by Departmental seniority.
- iii. Seniority is determined by start-work date in class.
- iv. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification.

2) Facility Protected

a. The remaining personnel assigned to other CJ#9 Watches.

- i. Selection is determined by Departmental seniority.
- ii. Seniority is determined by start-work date in class.
- iii. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification

3) Division Protected

a. The Custody Division

- i. Custody Division Personnel have preference over personnel assigned to the other Department Divisions.
- ii. Selection is determined by Departmental seniority.
- iii. Seniority is determined by start-work date in class.
- iv. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification

4) Department Wide Selection

a. Staffing within the entire Department.

- i. Selection is determined by Departmental seniority.
- ii. Seniority is determined by start-work date in class.
- iii. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification

Sergeants will no longer be permitted to sign up and work overtime in a deputy sheriff position with the Station Transfer Unit.

STU Current Hours of Operation:

The hours of Station Transfer Unit operation are currently 1500-0100 Hours every day of the week except Fridays. On Fridays, STU operates between 1500-0300 Hours.

Overtime Shift Breakdown:

Deputies will be allowed to sign up on the overtime sheet for a two, four, eight, ten or twelve shift tour. Deputies who sign up or volunteer for full shifts shall be given preference over employees who sign up or volunteer for partial shifts regardless of seniority ranking or assignment. At all times prior to the commencement of the overtime shift, the selection of personnel available to work the full shift tour of duty will take precedence over employees available to work a partial shift tour of duty.

Overtime Sign-Up Form:

Deputies will sign up for STU Overtime utilizing the standard Department Overtime Sign-Up Sheet.

Maintaining Minimum Staffing:

In order to maintain minimum staffing for the entire shift tour when personnel are not available to work overtime, involuntary overtime may be necessary. CJ#9 off going watch personnel may be involuntarily assigned to station transfer unit duties in order to maintain minimum staffing.

Training:

Deputies who have never performed STU duties will be provided with STU Operations Training and on-the-job training. The supervisor managing STU will provide the training at the beginning of the watch if a deputy has never performed STU duties. All deputies assigned to the swing watch and to the midnight watch at CJ#9 will be given STU training.

This agreement becomes effective on Saturday, July 14, 2007.

For the Administration

Thomas G. Arata
Chief Deputy Thomas Arata #370
Custody Division

June 28, 2007
Date

For the DSA

David Wong
David Wong
DSA President

JUNE 28, 2007
Date



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT L-40

TO: Dave Wong
President – San Francisco Deputy Sheriffs' Association

FROM: Chief Al Waters
Sheriff's Department Negotiation Team

DATE: June 28, 2007

SUBJ: Departmental Proposal – Alternative Shift Call In Time

San Francisco Sheriff's Department Policy and Procedure I-11, II. A. *"An employee assigned to a 24-hour facility, section or unit who is unable to report to duty for his/her assigned work shift, due to illness or injury or the illness of an immediate family member, shall call his/her assigned facility, section or unit at least one hour prior to his/her reporting time."*

When an employee is assigned to an alternate shift at a location where the shifts are the standard 2300-0700, 0700-1500, and 1500-2300 hours, the employee will be carried on the standard shift that has the majority of the employee's alternate shift hours. If the employee's alternate shift hours are equally split between two standard shifts, then the division commander will determine which standard shift the employee will be carried for the purpose of time off slots, vacation scheduling, realignment, etc.

Due to the requirement to provide minimum staffing on all assigned shifts, the employee working the alternate shift shall be required to call in one hour prior to the starting time of the standard shift, or to the starting time of the alternate shift hours, whichever is the earliest starting time period. (i.e. If the employee's scheduled working hours are 1900-0300 hours and the employee is carried on swing shift, the employee is required to call in by 1400 hours.)

For the Administration:

For the DSA:

Chief Deputy Al Waters #884
Chief Deputy Al Waters
Administration and Programs Division

Deputy David Wong
Deputy David Wong
DSA President

6/28/07
Date

6/28/2007
Date

D-008



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT L-43

TO: Dave Wong
 President – San Francisco Deputy Sheriffs' Association

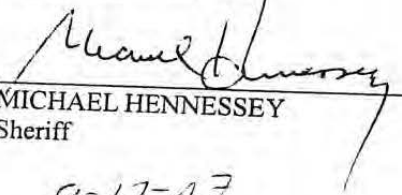
FROM: Chief Al Waters
 Sheriff's Department Negotiation Team

DATE: September 17, 2007

SUBJ: Minimum staffing increase at Department of Emergency Management (DEM)

The San Francisco Sheriff's Department proposes to increase the minimum staffing level at the Department of Emergency Management from two (2) to three (3) deputies on the 1500 to 2300 and the 2300 to 0700 watches. This increase in staffing minimum is due to the increase in the work order funding the Sheriff's Department received from the Department of Emergency Management for fiscal year 2007 to 2008. This special staffing minimum increase for the two watches are contingent upon the Department of Emergency Management providing adequate funding to maintain the additional staffing.

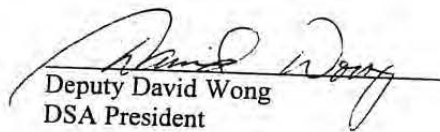
For the Administration:


 MICHAEL HENNESSEY
 Sheriff

9-17-07

 Date

For the DSA:


 Deputy David Wong
 DSA President

9/20/2007

 Date



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT – L-44

TO: Dave Wong
President – Deputy Sheriff's Association

FROM: Chief Al Waters
Sheriff's Department Negotiation Team

DATE: Thursday, October 11, 2007

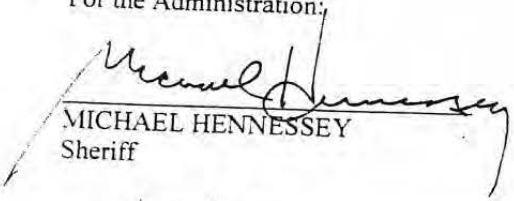
SUBJ: Overtime Policy I-22 – Involuntary Overtime Draft

The San Francisco Sheriff's Department Policy and Procedure; Overtime I-22, section III.D.6 states: *An employee may not be involuntarily drafted to work more than 16 total hours or more than three times from RDO to RDO.*

In order to clarify this section of the overtime policy, the Department and the Deputy Sheriffs' Association (DSA) agreed to the following language to replace section III.D.6.

6. Except in an emergency, an employee on duty may not be involuntarily drafted:
 - a. to work more than 16 total hours in a 24-hour period;
 - b. to work more than 16 consecutive total hours in a 24-hour period; and/or
 - c. more than three (3) times from his/her RDO to RDO.

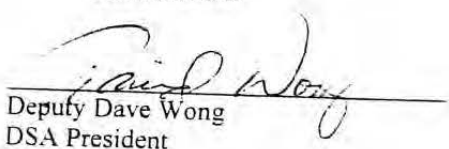
For the Administration:


MICHAEL HENNESSEY
Sheriff

Date

11/26/07

For the DSA:


Deputy Dave Wong
DSA President

Date

11/12/2007

D-010

AMENDMENT TO M.O.U.

The parties (by signature below) have agreed to amend the current M.O.U. to add the following:

1. The job descriptions for Deputy Sheriff (8304) and Senior Deputy Sheriff (8306) per Exhibits 1 and 1A attached hereto and incorporated by reference and hereby agreed to by the parties.
2. Effective immediately, Deputy Sheriffs (8304s) who are assigned to the Courts as Bailiffs will be assigned for a period of three (3) years. The current two (2) year assignments shall be extended, and future assignments will be for three (3) years.
3. There will be a minimum of forty-two (42) Senior Deputy Sheriffs (8306s) assigned to the Courts as Bailiffs. Bailiffs appointed from the 1979 8306 list (list # _____) will not be involuntarily transferred from the Courts. Additionally, three (3) Senior Deputy Sheriffs (8306s) assigned to the Courts as Bailiffs in order of Seniority from their 8306 permanent appointment date, appointed from post-1979 through pre-1986 8306 lists (list #s _____) will not be involuntarily transferred from the Courts.
4. Item 3 above may be amended if:
 - A. External factors beyond the control or influence of the Sheriff requires the Sheriff's Department to reorganize or restructure the Department's staffing plan with regard to Bailiffs; or,
 - B. Emergency conditions (conflagration, earthquake, massive flooding, or other similar natural disaster, war, civil disturbance, city-wide law enforcement mobilization, or mutual aid response) which require temporary reorganization or restructuring of the Department's staffing plan.

*The three additional
are:
1. O'Donnell
2. McMurtry
3. Pietrelli.*

AMENDMENT TO M.O.U.

- 2 -

- C. Assignment may be terminated for "Just Cause"...(e.g. below competent and effective performance; egregious behavior/conduct, etc.). The Department must specifically document the conduct or performance which is the basis for termination of the assignment.
- 5. In conjunction with Civil Service Commission efforts to revise "Rule 26" (Assignments Outside of Classification) the Sheriff agrees to abide by the resulting Civil Service Commission Rules and make such assignments.
- 6. The D.S.A. agrees to notify the Civil Service Commission that it does not oppose the adoption of the 8304 and 8306 job descriptions per Exhibits 1 and 1A.

For the San Francisco Deputy Sheriff's Association affiliated with the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO:

Robert J. Boileau
Larry S. Monti
Albert B. Waters II

Debra J. ...
Henry H. Scott
Anna M. Payne

For the Sheriff's Department, City and County of San Francisco:

Michael ...

10-13-88

D-012

L-32

City and County of San Francisco

OFFICE OF THE SHERIFF



Michael Hennessey
SHERIFF

(415) 554-7225

LETTER OF AGREEMENT

May 19, 2005

Reference: US 05- 06A

David Wong, President
Paul Skinner, Business Representative
San Francisco Deputy Sheriff's Association
444-6th Street
San Francisco, Ca., 94103

Classification Unit Work Hours

The Department proposes that the Classification Unit work hours be officially identified by letter of agreement to include a 15 minute muster period. This proposal means that each of the three work shifts under the eight (8) hour work schedule total to an 8 hour and 15 minute work shift to include a muster period briefing.

The Department is proposing that the shift hours for the Classification Unit be identified as follows in order to standardize the work hours for all eight (8) hour shift assignments within the Custody Division.

<u>Shift Assignment</u>	<u>Reporting Time</u>	<u>Concluding Time</u>
2300-0700 Hour Watch	2245 Hours	0700 Hours
0700-1500 Hour Watch	0645 Hours	1500 Hours
1500-2300 Hour Watch	1445 Hours	2300 Hours

The inclusion of this 15 minute muster period for each watch will not alter the hours of the break or meal period.


It is agreed between the Department and the San Francisco Deputy Sheriff's Association that the

Classification Unit Work Hours Letter of Agreement

has been discussed at Meet and Confer Meetings and both sides agree to its implementation as a Letter of Agreement. Neither the Department nor the union have any outstanding issues to prevent the implementation of this policy effective the following date.

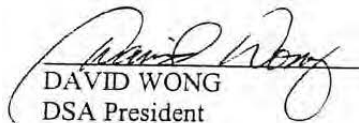
JUNE 4, 2005
Effective Date of Implementation

Approved by the Department



JAN DEMPSEY
Undersheriff
May 19, 2005

Approved by the DSA



DAVID WONG
DSA President
May 19, 2005

04/27/05

L-24



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

To: President Dave Wong
Deputy Sheriff's Association

For the DSA:

From: Chief Deputy Carl S. Koehler
Administration

For Administration: *4/5/04*
date: 4/5/04

Subj: Overtime Approval Procedure at City Hall Security

The Department is seeking to have one uniform overtime sign-up procedure within the City Hall Security Unit consistent with policy throughout the Department. With the increase in various overtime opportunities there has been a deviation from the normal overtime approval process. Currently there are three primary reasons for overtime. First, overtime is posted and approved to reach normal staffing minimums. Second, overtime is also posted and approved for special City Hall events. Third, overtime is also posted and approved for elections.

The Department is not recommending any changes in the manner overtime is currently posted. The current posting is consistent with department policy.

The Department would like to standardize the overtime approval process for the City Hall Security Unit as listed below, which is consistent with other SFSD units:

- Watch protected based on seniority.
- Unit protected based on seniority.
- Division protected based on seniority.
- Department wide based on seniority.

Additional facts concerning overtime approval:

- If the overtime hours cover more than one shift, the shift that has the most hours will be designated as the primary overtime shift.
- If the overtime hours cover more than one shift and are equally divided between the shifts, the designated primary overtime shift for the approval process is based on the start time of the overtime.
- Posted overtime for events are often estimates based on the information received from the

D-015

L-03



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

To: Deputy D. Wong-President
San Francisco Deputy Sheriff's Association
From: Chief Deputy C. Koehler
Administrative Negotiation Team

TA'd 9/20/02
Chief Deputy C. Koehler (Admin)
Deputy D. Wong (DSA)

Subj: Proposal #MC-03/02
County Jail #3 Realignment/Adjustment of Night Team RDO's

Date: 9/16/02

The Administration proposes the following changes in the County Jail #3 12-hour pilot project, the announcement to go out by 9/20/02 to meet the MOU time requirements regarding RDO realignment:

1. Regular Days Off (RDO's) on the night shifts at County Jail #3 shall be readjusted as outlined below:

NIGHT TEAM 1

SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
RDO WK WK WK WK RDO RDO RDO RDO WK WK WK RDO RDO

NIGHT TEAM 2

SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
WK RDO RDO RDO RDO WK WK WK WK RDO RDO RDO WK WK

2. Realignment

- 12-hour shift facilities shall realign twice annually, on the same schedule as eight-hour facilities. 8302/04 staff assigned to the 12-hour shift may chose, by seniority, either of the RDO patterns offered by the team on the watch to which they are assigned (Example: a deputy assigned to Night Team 1 may realign, by seniority, to Night Team 2). Deputies are not allowed to bid for different watches during realignment (Example: A deputy on Night Team 1 may not bid on a day team slot).

Revised 9/24/02

L-03

D-016



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

TO: The San Francisco Deputy Sheriff's Association
 FROM: Chief Deputy T. Arata #370
 REF: C/D:04-310
 DATE: December 17, 2004
 RE: **Proposal to Change the Minimum Staffing Levels at County Jail #9 on the 2nd and 3rd Watches**

The San Francisco Sheriff's Department Administration is proposing that the minimum staffing levels at County Jail #9 on the 2nd Watch (0700-1500 Hours) and the 3rd Watch (1500-2300 Hours) be changed as follows:

2nd Watch (0700-1500 Hour Watch)

	<u>Current Minimum Staffing</u>	<u>Proposed Minimum Staffing</u>
(Monday-Friday)	2 Supervisors & 14 Deputies	2 Supervisors & 13 Deputies
(Weekends/Holidays)	1 Supervisor & 11 Deputies	1 Supervisor & 11 Deputies

3rd Watch (1500-2300 Hour Watch)

	<u>Current Minimum Staffing</u>	<u>Proposed Minimum Staffing</u>
(Everyday Incl. Holidays)	1 Supervisor & 12 Deputies	1 Supervisor & 13 Deputies

The net change would be a decrease of one (1) deputy position on the day watch on weekdays and an increase of one (1) deputy position on the swing watch seven days a week.

The duties of the closed post position on the day watch during the week will be absorbed by another post position on the day watch during the week.

D-017

JULY 1, 2022 – JUNE 30, 2024

This additional post position on the swing watch is being proposed to provide a better foundation to handle the volume of bookings, releases and property room duties that occur on the swing watch on a daily basis.

The following will not change under this proposal:

- There would be no change with the minimum staffing level on the 1st Watch (2300-0700 Hours). There would be no changes in authorized vacation slots on the midnight watch.
- There would be no change in the number of authorized vacation slots on either the day watch or the swing watch from the present levels. The following authorized vacation slots would remain in effect:

Authorized Vacation Slots

Day Watch
2 Supervisors & 3 Deputies

Swing Watch
1 Supervisor & 2 Deputies

In the future, the number of authorized sworn personnel assigned to both the day watch and the swing watch may need to be adjusted to effect this change without causing any additional departmental costs. However, any change in the number of authorized sworn personnel for the day or swing watch will not change the total overall authorized staffing level for County Jail #9. The total authorized staffing level for County Jail #9 will remain at 78 sworn personnel.

There would be no other changes under the terms of this agreement.

EFFECTIVE 01/01/05

Implementation will occur upon a signed agreement between the DSA and the SFSD Administration and subsequent notice to departmental members.

For the SFSD: Jan Dempsey
Jan Dempsey, Undersheriff

For the DSA: Dave Wong
Dave Wong, President

Date: 12/21/04

Date: December 21, 2004



DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2014

**Deputy Sheriffs'
Association**

**SIDE LETTER REGARDING EARNING AND
USING COMPENSATORY TIME OFF**

For classifications in this bargaining unit, the language in the Memorandum of Understanding shall be interpreted and understood to provide as follows: an employee with a maximum compensatory time off (CTO) balance (e.g., 160 hours) will not accrue any additional compensatory time until the said balance drops below the maximum compensatory time off balance (e.g., 160 hours), at which time the employee may again accrue CTO to the maximum limit. The CTO earn and accrual maximums are pursuant to the parties' Memorandum of Understanding outlined under Article III.D. Overtime Compensation.

FOR THE CITY

FOR THE UNION


Christina Fong
Chief Negotiator

5/1/14
Date


Peter Hoffmann
Chief Negotiator

5/1/2014
Date

CONFIDENTIAL

italics = moved existing language hold, double underline = new language
~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language

San Francisco Sheriff's Department



INTER-OFFICE CORRESPONDENCE
SHERIFFS SIDE LETTER COUNTER #1
8/11/16

The San Francisco Sheriff's Department (SFSD) and the San Francisco Deputy Sheriff's Association (SFDSA) recognize that the ongoing departmental staffing issues arising from the current lack of sworn personnel has resulted in extraordinary demands on existing SFDSA members.

Effective upon signing this side letter agreement, the Michael Marcum memo dated December 20th, 2010 (AS 2010-35) is suspended until March 1, 2017.

The detailing of personnel across division lines will be permitted under the following circumstances:

1. The SFSD will comply with SFSD policy 03-20, which outlines the posting of overtime for sworn staff.
2. Detailing across divisional lines will never be used to replace voluntary posted overtime.
3. Determination of staffing needs will not include planned detailing across division lines.
4. After determining that no personnel have volunteered for the available overtime, the SFSD will then attempt to fill staffing needs by detailing personnel first within their respective divisions.
5. If the staffing need exists in another division, the SFSD may then detail personnel across divisional lines to address the issue.
6. Personnel being detailed will be placed in positions best reflecting their training, experience, and skill level.
7. This agreement in no way impacts the Sheriff's ability to detail personnel under emergency or extraordinary circumstances.


For the Sheriff's Department

9/14/16
date


For the DSA

9/14/16
date

SIDE LETTER AGREEMENT | CROSSING DIVISION LINES

I. General

The San Francisco Sheriff's Department ("SFSD") and the San Francisco Deputy Sheriffs' Association ("DSA") recognize that the ongoing staffing crisis arising from the lack of qualified sworn personnel has resulted in extraordinary demands on existing DSA members.

Effective upon signing this Side Letter Agreement and continuing until October 1, 2016, the SFSD will be permitted to detail sworn personnel across division lines, however, this will only be permitted as a last resort, after exhausting all available alternative measures. After October 1, 2016, the SFSD will restore the policy and practice set forth in AS 2010-035 (dated December 20, 2010 and signed by Undersheriff Michael Marcum) prohibiting the practice of detailing 8302/8304/8504 classifications outside of their assigned divisions.

II. Exhaustion of Available Alternative Measures

The detailing of personnel across divisions lines will only be permitted under the following circumstances:

1. The SFSD will first attempt to fill all staffing needs by posting for voluntary overtime sign-ups. Pursuant to SFSD Policy 03-20, the SFSD will make good faith efforts to post reasonably anticipated staffing needs at least ten (10) days in advance. The SFSD will continue to update the voluntary overtime post until such time as voluntary overtime cannot fulfill the staffing needs, including an allowance for voluntary overtime with less than 24 hours advance notice. Determination of staffing needs will not include planned detailing across division lines.
2. The SFSD will then attempt to fill any remaining staffing needs by detailing personnel within their respective divisions.
3. The SFSD will then attempt to fill any remaining staffing needs by drafting personnel within their respective divisions.

The SFSD will only be permitted to detail personnel across division lines after exhausting these efforts and determining that additional staffing needs are required.

III. Further Limitations When Detailing Across Division Lines

APPENDIX D

A. Custody Operations Division

Due to staffing needs and limited training opportunities in the Custody Operations Division, no personnel assigned to the Custody Operations Division shall be detailed across division lines.

B. Institutional Police (IP)

Given the SFSD requirement that sworn personnel must complete a minimum four (4) hour training course to work in the Institutional Police (IP), only personnel that have completed the required training will be detailed across division lines to work IP.

C. Courts

Only personnel from the Field Services Division and Administrative Division may be detailed across division lines to work in the Courts.

SFSD Proposal for SFMTA Chain of Command to DEM

March 29, 2016

PROPOSAL

Proposal: It is the desire of the San Francisco Sheriff's Department (SFSD) to have staff assigned to the San Francisco Municipal Transportation Agency (SFMTA) fall under the direct supervision of the Department of Emergency Management Unit (DEM). DEM has twenty-four hour coverage and is able to support the SFMTA operation.

HISTORY

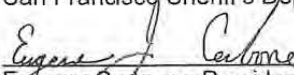
In July of 2015, SFSD and SFMTA entered into a pilot program in which SFSD provided law enforcement services at the SFMTA Customer Service Center building, located at 11 South Van Ness Avenue. In December of 2015 SFSD and SFMTA decided to make this working agreement permanent. During the pilot program SFSD staff assigned to the SFMTA reported directly to the SFSD Field Operations Division (FOD) administration.

IMPLEMENTATION

This Letter of Agreement (LOA) will begin on Saturday, April 9, 2016. The following will take place:

- a. SFSD administration will send out a department wide memo announcing the change.
- b. SFMTA staff will report directly to DEM supervisors. DEM will maintain records for the SFMTA operation. This will include daily staffing and overtime.
- c. DEM will provide staffing support to SFMTA in the same manner as the SFSD City Hall Security Unit (CHSU) provides for CARC.

Carl Koehler, Undersheriff
San Francisco Sheriff's Department



Eugene Cerbone, President
San Francisco Deputy Sheriffs' Association

Date

Date 3-29-16



DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS DIVISION

CCSF NEGOTIATIONS 2001
DSA

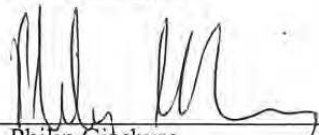
Date: May 1, 2001

NEW SECTION, insert at end of Section IIIM, Retirement Pick-Up:

If through a charter amendment the voters improve safety retirement benefits for members of the San Francisco Employees Retirement System ("SFERS"), the City agrees to recommend to the Board of Supervisors that, in accordance with the Government Code, the City's contract with PERS be amended to provide a comparable benefit level for employees covered by this Agreement.

Tentative Agreement:

FOR THE CITY




Philip Ginsburg
Chief Negotiator for the City

5-03-01

Date

FOR THE DEPUTY SHERIFFS
ASSOCIATION



Ed Lieberman
Chief Negotiator, Deputy Sheriffs
Association

5/3/01

Approved As To Form:
Louise Renne, City Attorney

J.F.
5/3/01

Linda Ross Date
Chief Labor Attorney

italics = moved existing language **bold, double underline** = new language
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San Francisco Sheriff's Office

INTER-OFFICE CORRESPONDENCE

Date: April 28, 2020
Reference: US2020-045

To: Ken Lomba, SFDSA President
From: Undersheriff Freeman #2 *MF*
Re: Watch Minimums

On April 3, 2020, I wrote to you to inform on the limited department mobilization and temporary suspension of watch minimums as outlined in appendix B of the respective collective bargaining agreements (CBA). Since that time, the jail facilities have been operating one below the watch minimums as identified in the CBA. While the jail count continues to decline, the departments' deployment to support city wide pandemic operations continues to increase.

As of Tuesday, April 28, 2020 the jail count is: **725** (includes CJ#1 and Wards)

- CJ#2: 200 / 43% occupancy
- CJ#4: 130 / 33% occupancy
- CJ#5: 379 / 49% occupancy
- **Total: 709 / 43% occupancy**

A further (temporary) reduction in jail watch minimums is therefore in order. Effective Wednesday, April 29, 2020, the following watch minimums shall be adhered to: **modified based on input received from command personnel and bargaining units – changes in bold**

	<u>23:00-07:00 / 23:00-07:00 (sat,sun,hol)</u>		<u>07:00-15:00 / 07:00-15:00 (sat,sun,hol)</u>		<u>15:00-23:00 / 15:00-23:00 (sat,sun,hol)</u>	
CJ#1	1/8	1/8	1/11	1/9	1/11	1/11
CJ#5	2/20	2/20	2/33	2/33	2/31	2/31
	<u>19:00-23:00 / 23:00-07:00 / 07:00-19:00 (mon-fri) / 07:00-19:00 (sat,sun,hol)</u>					
CJ#2	1/14	1/13	2/19	2/19		
	<u>19:00-07:00 / 19:00-07:00 (sat,sun,hol)</u>		<u>07:00-19:00 / 07:00-19:00 (sat,sun,hol)</u>			
CJ#4	1/8	1/8	1/16	1/16		

There is no change to the number of personal time off slots. These watch minimums will remain in effect until noticed otherwise.

Thank you.

C: Sheriff Miyamoto, Assistant Sheriff Johnson, Chief Fisher-Paulson, Chief Fisher, Chief Jackson, CFO Hollings, CA Ofierski, DHR Isen

D-025

City and County of San Francisco

OFFICE OF THE SHERIFF



Michael Hennessey
SHERIFF

(415) 554-7225

Don Wilson, President
San Francisco Deputy Sheriff's Association
444 6th Street
San Francisco, CA 94103

December 20, 2010
AS 2010-035

Dear President Wilson:

Pursuant to our discussions and agreement, effective January 1, 2011:

- 1) The SFSD will suspend the practice of detailing of 8302/8304 classifications to units or facilities outside of their assigned division.
- 2) We will extend the satellite term of employees equal to the number of days the employee is involuntarily detailed outside of their assigned unit. (We will have further discussions to determine the appropriate method and schedule of documentation.)
- 3) We will follow Overtime Policy I-22 when we detail within Divisions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Marcum".

Michael Marcum
Assistant Sheriff

cc: **Sheriff Hennessey**
Undersheriff Cunnie
Chief Waters
Chief Butler
Chief Brin
Captain James
Captain Gorwood
Freya Horne

City and County of San Francisco



Department of Human Resources

ANDREA R. GOULDINE,
HUMAN RESOURCES DIRECTOR

Employee Relations Division

SUSAN H. MOSK
LEAD NEGOTIATOR

**CITY AND COUNTY OF SAN FRANCISCO'S
LAST, BEST AND FINAL OFFER
DEPUTY SHERIFF'S ASSOCIATION ARBITRATION
MAY 12 AND 13, 1998**

The City offers the following as its last, best and final offer to the Deputy Sheriff's Association for the CBA commencing July 1, 1998:

1. TERMS: Three years, contract to expire July 1, 2001.
2. WAGE: ~~4.50% per year (3.50% effective July 1, 1998, 1.0% effective January 1, 1999, and in each of the remaining two years: 2.50% July 1st and 2.0% January 1st).~~
5 in year 1 - 3.5 and 1.5
3. ~~NIGHT DUTY PREMIUM: Increase of 1.5% for a total of 8% premium.~~
4.5 in year 2 - 2.5 and 2
4.5 in year 3 - 2.5 and 2 *SMY*
4. ACTING ASSIGNMENT PAY: Employees must work 21 consecutive days of out of class service, before they are eligible for acting assignment pay. The City does NOT agree to the DSA proposal to delete the requirement that the position to which the employee is assigned be a budgeted position.
5. P.O.S.T. PREMIUM: Converting the \$40 and \$80 flat rate to respective percentage of 2.18% and 4.36%. To increase those percentages to 4% for intermediate P.O.S.T. and 6% for advance P.O.S.T. premiums. *employees sal.*
6. OVERTIME COMPENSATION: Current CBA language plus a provision requiring the Employee Relations Division to issue its letter no later than ten (10) days after receiving the Sheriff's written request. *L*
7. AMERICANS WITH DISABILITIES ACT: The City agrees to the following, subject to City Attorney approval as to form:

Americans with Disabilities Act ("ADA"). The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the ADA and further agree that this agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The City reserves the right to take any action necessary to comply therewith; however, such action does not include the right to create light duty assignments or the requirement of the Department to accommodate any individual who is incapable of performing the essential job duties as determined by the Sheriff.

8. GRIEVANCE PROCEDURE: See attached.

9. ZIPPER CLAUSE:

The parties agree that the **current** Departmental 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 8.409-3 of the Charter.

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

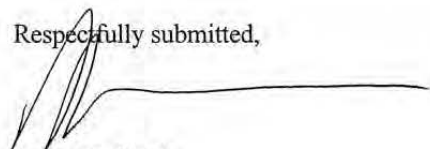
10. 8302: That all 8302 employees, after completing 12 months in the 8302 classification would move to salary level of step one, Class 8304. All probationary and current requirements for the Class 8302 will be maintained. An 8302 employee would move to salary step level two of Class 8304 on the one year anniversary date after achieving step level one.

11. STAFFING: *Status quo* of current county jail facilities as contained in the current CBA and Treasure Island minimums to be added to the CBA after Treasure Island is in operation for six months.

~~12. Uniform Allowance : City agrees to increase the Uniform Allowance twenty-five (\$25.00) dollars each year of the CBA. *any*~~

13. On any and all other issues the City proposes a *status quo* on the current CBA.

Respectfully submitted,


Susan H. Mosk
Lead Negotiator,
City and County of San Francisco

award

I.H. GRIEVANCE PROCEDURE

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.

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:

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

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.

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.

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

- 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.
 - c. All other issues shall be initiated at Step 1.
4. Steps of the Procedure. An employee 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 a **Association** representative present.
- 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 fifteen (15) 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.

The **facility or division commander** shall respond in writing within seven (7) calendar days following receipt of the written grievance.
 - 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 seven (7) 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.

(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 the **Association** is dissatisfied with the departments 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. The Director may convene a grievance meeting within fifteen (15) calendar days with the grievant and/or the grievant's **Association**. The

Director shall have thirty (30) calendar days after the receipt of the written grievance, or if a meeting is held, thirty (30) calendar days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.

- (2) For Disciplinary Grievances Only: A grievant 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 copies of both the grievant's appeal and the final written decision of the Administrative Appeals Board shall be forwarded to ERD.
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 thirty (30) calendar days of its receipt of the Step 3 response, that arbitration is being invoked.
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.
- a. Scheduling. **ERD** will reserve at least one day each month for grievances to be heard at Expedited Arbitration. Grievances will be scheduled for Expedited Arbitration on a first-come-first-served basis, with **ERD** having the authority to reschedule grievances or add additional Expedited Arbitration dates, as it deems necessary. Under no instance shall either the **Association** or the City (and its departments) have less than seven (7) days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing. **ERD** will provide the **Association** with the schedule of Expedited Arbitration dates upon request.
- b. 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 **State Mediation and Conciliatory Board** ("SMCB"). As a condition of appointment to the SMCB's 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.

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.

- c. 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.**
 - d. 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.
7. Selection of an Arbitrator (not Expedited Arbitration). The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of **the SMCB**. Any name provided by the SMCB may be removed from the panel by mutual consent of the parties. The SMCB will appoint a replacement for any name removed, unless the parties mutually agree on a replacement panelist.

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:

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

- 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.

Authority of the Arbitrator. **The decision of the arbitrator 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.

Costs of Arbitration. The direct expenses of the arbitration including the 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 arbitration 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.

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.

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

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.

T. RETIREMENT PICK-UP

The City shall pick-up the employee contribution to Retirement, over and above current contribution levels under Charter Section 8.506, as follows:

For the period October 1, 1995 through June 30, 1996, the City will contribute to the appropriate pension fund an additional:

- 2% of pension covered gross salary for old plan San Francisco Employee Retirement System (hereinafter "SFERS") members and new plan full rate members;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 2% of pension covered gross salary for Public Employees Retirement System (hereinafter "PERS") members.

For the period July 1, 1996 through June 30, 1997, the City will contribute to the appropriate pension fund an additional:

- 2% of pension covered gross salary for old plan and new plan full rate members of SFERS;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 1.8% of pension covered gross salary for old plan reduced members;
- 2% of pension covered gross salary for PERS members.

For the period July 1, 1997 through December 31, 1997, the City will contribute to the appropriate pension plan an additional:

- 2% of pension covered gross salary for old plan and new plan full rate members of SFERS;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 1.8% of pension covered gross salary for old plan reduced members;
- 2% of pension covered gross salary for PERS members.

For the period from January 1, 1998 on, the City will contribute to the appropriate pension plan an additional:

- 1.5% of pension covered gross salary for all SFERS;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 1.8% of pension covered gross salary for old plan reduced members;
- 1.5% of pension covered gross salary for all PERS members.

Should the employee's contribution as set by PERS and SFERS fall below the levels set forth in this section, the City's contribution shall be reduced accordingly.

The aforesaid contributions 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.

The City agrees to establish a study group, in which all collective bargaining units in the same PERS tier as the Association will be invited to participate, to determine the feasibility of crediting unused sick leave toward retirement. The results of the study will be considered for potential incorporation in future collective bargaining agreements.

RECEIVED
CENT. OFFICE OF THE SHERIFFS
SAN FRANCISCO
20 SEP 14 PM 12:13

SIDE LETTER OF AGREEMENT
BETWEEN
THE SHERIFF OF THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO DEPUTY SHERIFF'S ASSOCIATION

1. Parties

The parties to this Agreement are the Sheriff of the City and County of San Francisco and the San Francisco Deputy Sheriff's Association. The parties intend to agree only as to those matters within the charter authority of the Sheriff and the scope of representation for those classes represented by the Deputy Sheriff's Association. No agreement set forth herein shall be binding on any party or entity other than the Sheriff of the City and County of San Francisco and the San Francisco Deputy Sheriff's Association and each and every member of each classification it represents. All agreements set forth herein are subject to applicable Civil Service Rules and Charter provisions.

2. Purpose

The purpose of this agreement is to establish an understanding of the framework for advancement of qualifying appointees in classification 8302 Deputy Sheriff I to classification 8304 Deputy Sheriff and to agree to interpretations of certain qualifications and requirements within the authority and discretion of the Sheriff.

3. Advancement

A. Subject to the Civil Service Rules and the budget and fiscal provisions of the Charter, which include but are not limited to approval of funding and positions by the Mayor, Board of Supervisors and Controller, during the term of this agreement the Sheriff of the City and County of San Francisco will advance each qualifying 8302 Deputy Sheriff I to classification 8304 Deputy Sheriff upon successful completion of an 18 month probationary period in classification 8302 Deputy Sheriff I.

B. For the purposes of this agreement, "successful completion of an 18 month probationary period" shall mean that within the 18 month period beginning with the appointee's start work date with the Sheriff's Department the the 8302 Deputy Sheriff I appointee has successfully met each Civil Service Rule requirement; successfully completed all Departmental training; received satisfactory performance evaluations of all job performance requirements; and successfully completed all state certification requirements prescribed by the Commission on Peace Officer Standards and Training. For the purposes of this

agreement, successful completion of job performance requirements shall include off-duty conduct governed by applicable Charter provisions, Civil Service rules, and Department rules, policies and procedures as well as on-duty performance by appointees in classification 8302 Deputy Sheriff I.

C. Subject only to applicable Civil Service Rules governing extension of probationary periods and eligibility for advancement to classification 8304 Deputy Sheriff, no 8302 Deputy Sheriff I appointee who fails to successfully complete each and every requirement set forth in B above within the 18 month probationary period shall be advanced to classification 8304 Deputy Sheriff. The decision of the Sheriff as to an appointee's performance and continued eligibility for employment or advancement shall be final.

4. Term

The term of this agreement shall be identical to the term of the Agreement between the City and County of San Francisco and the Deputy Sheriff's Association dated September 9, 1994 approved by the Board of Supervisors on _____ by Resolution No. _____

Sheriff

Deputy Sheriff's Association

APPROVED AS TO FORM
LOUISE H. RENNE
CITY ATTORNEY

REVIEWED AND AUTHORIZED

Wendell L. Pryor
Human Resources Director

Deputy City Attorney

SAN FRANCISCO CIVIL SERVICE COMMISSION

CLASS TITLE: DEPUTY SHERIFF I

CODE: 8302

CHARACTERISTICS OF THE CLASS:

Under direct supervision, receives intensive training in the performance of a variety of duties relating to supervision of prisoners in custody; may receive training in organizing jail work programs and work crews, and general law enforcement duties in preparation for completion of the POST Academy requirements; and may perform other custodial duties as directed.

DISTINGUISHING FEATURES:

A Deputy Sheriff I is a peace officer trainee assigned to work under the supervision of a regularly employed Deputy Sheriff, except in satellite assignments, and is responsible for the custody and supervision of prisoners in a county jail. The class of Deputy Sheriff I is distinguished from that of Deputy Sheriff in that a Deputy Sheriff is a Peace Officer as defined in California Penal Code Section 830.1; possesses a POST Basic Certificate; and performs custodial, court, transportation, general law enforcement responsibilities, and other related duties. The Deputy Sheriff I is not assigned duties extending to the investigation of crimes or to the enforcement of general laws of the State of California. The class serves as a trainee under direct supervision of a regularly employed Deputy Sheriff, Senior Deputy Sheriff or higher ranking officer.

EXAMPLES OF DUTIES:

"Class specifications shall be descriptive of the class and shall not be considered a restriction on the assignment of duties not specifically listed." (CSC Rule 7)

1. Receives training and assists in supervising prisoners and maintaining order in county jails; this may include but is not limited to: techniques of checking jail security hardware, such as doors, locks and windows, for evidence of tampering or malfunction; techniques of prisoner movement control; techniques of cell searches and contraband detection; techniques of detecting and reporting criminal activity and violations of prisoner rules of conduct; and techniques of daily jail operations.
2. Receives training and assists in collecting and handling of prisoner property, clothing, and money; distribution and handling of jail clothing and bedding; supervision of prisoner work crews in culinary, laundry, janitorial, stock handling, garbage, farm and other jail details.

EXAMPLES OF DUTIES: (Cont.)

3. Receives training and assists in booking, classifying, and release of prisoners; and preparing, retrieving and maintaining other jail records.
4. Receives training in and assists with the use of restraint gear and restraint techniques, non-lethal chemical agents, defensive tactics, cardiopulmonary resuscitation and other first aid.
5. May receive training in techniques of supervision of mentally ill persons in custody.
6. May receive training in techniques of arrest, collection and preservation of evidence and preparation of accompanying documents.
7. May receive training in the use of firearms, baton and other weapons in compliance with existing laws, policies and procedures.

QUALIFICATIONS;

"The Examination Announcement shall be the official notice of an examination and shall provide the qualifications, dates and other particulars regarding the selection procedure. Applicants must be guided solely by the terms of the Examination Announcement." (CSC Rule 8)

Knowledge, Abilities and Skills: Requires ability to: deal tactfully and courteously with the public; control prisoners individually and in groups and deal with them on a fair and impartial basis; remain alert at all times and react quickly and calmly in an emergency; speak and write effectively; observe situations and write reports accurately and concisely; prepare and maintain accurate records and reports.

Special Requirement: Prior to appointment, a candidate must successfully meet the requirements of San Francisco Sheriff's Department administered background investigation. Additionally, appointees to positions in this class are required to successfully complete the course requirements of a State of California Certified Peace Officers Standards and Training Academy, a State of California Certified Basic Jail Training Course, the San Francisco Sheriff's Department Training Program and an 18-month probationary evaluation period, with overall performance ratings of Competent and Effective, or above.

License: Requires possession of a valid California Driver's Class C or III License.

Advancement: Appointees who successfully complete the special requirements listed above, and in the examination announcement, are eligible to be advanced to the class 8304 Deputy Sheriff. All other advancements to higher classes are based on competitive promotional examinations.

Date Adopted:

AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE DEPUTY SHERIFF'S ASSOCIATION

The parties have met and conferred regarding the removal of bargaining unit work from classification 8304 Deputy Sheriff and assignment of such work to a new classification 8302 Deputy Sheriff I. The parties have agreed to the following:

1. The 8302 Deputy Sheriff I class established by the Human Resources Director shall be the trainee class for the current class of 8304 Deputy Sheriff. The proposed class specification for the Deputy Sheriff I classification is attached for informational purposes. The Human Resources Director will consult with the Deputy Sheriff's Association prior to posting an announcement for the 8302 classification.

2. The parties agree to propose and support the creation of a new Civil Service Commission Rule governing the 8302 classification and advancement to the 8304 classification. A copy of the rule to be proposed and supported by the parties is attached hereto for informational purposes.

3. Assignment of functions

Without limitation to the appointing officer'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:

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

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

- (a) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail,
- (b) the security of the San Francisco Municipal and Superior Courts, and
- (c) the enforcement of civil processes within the City and County of San Francisco.

4. 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

APPENDIX D

Sheriff's Association and appropriate meet and confer in advance of such allocation having due regard for the following:

- (a) the current practices of other local law enforcement agencies within the State of California
- (b) the availability of training in the aforesaid functions as certified by the Commission on Peace Officer Standards and Training of the State of California, and
- (c) the quality of service to be provided by the Sheriff's Department
- (d) bargaining unit work performed prior to (1986)

5. The parties agree to support the Mayor's proposal to the Board of Supervisors regarding the wages, hours and other terms and conditions of employment for the new class 8302 appointees. A copy of the Mayor's proposal supported by the parties is attached hereto for informational purposes.

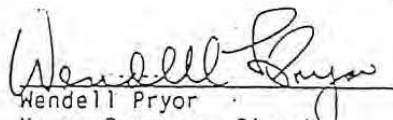
5. Upon ratification of the Mayor's proposal by the Board of Supervisors and implementation of the new Civil Service Rule, the 8302 class shall be provisionally assigned to bargaining unit 12 represented by the Deputy Sheriff's Association (DSA). This assignment shall be subject to a majority showing of interest which can be made in accordance with the Employee Relations Division policy.

6. The 8302 Deputy Sheriff I classification shall be used as the trainee class for 8304 Deputy Sheriff under the terms set forth in the final Civil Service Rule and Board of Supervisors ordinance until December 31, 1999. If, prior to December 31, 1999, neither party proposes to reopen the agreement regarding changes subject to meet and confer, the agreement is extended for an additional five years.

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

Dated: 9/9/94

Deputy Sheriff's Association


Wendell Pryor
Human Resources Director

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY



Deputy City Attorney

38421

Rule 14 Appointments

Article VII: Employment in Class 8304 Deputy Sheriff and Class 8302 Deputy Sheriff I

Applicability: The provisions of Article VI, Rule 14, apply only to employees in Classes 8304 Deputy Sheriff and 8302 Deputy Sheriff I.

Sec. 14.38 **Preemption of Certain Civil Service Commission Rules**

Notwithstanding any other provisions of these Rules, employment in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff shall be administered as provided in this Rule.

Sec. 14.39 **Probationary Period for Class 8302 Deputy Sheriff**

14.39.1 Appointees in Class 8302 Deputy Sheriff I shall serve an eighteen (18) month probationary period.

14.39.2 Consistent with any valid Memorandum of Understanding covering this class, appointees in Class 8302 Deputy Sheriff I may be released by the Sheriff at any time during the probationary period. The decision of the Sheriff shall be final.

14.39.3 The probationary period for an appointee in Class 8302 Deputy Sheriff I shall be extended in accordance with existing Civil Service Commission Rules governing extension of the probationary period.

Sec. 14.40 **Advancement from Class 8302 Deputy Sheriff I to Class 8304 Deputy Sheriff**

14.40.1 Subject to the successful completion of the probationary period and such other terms and conditions as required by the Sheriff and approved by the Human Resources Director, the Sheriff shall have the authority to advance appointees in Class 8302 Deputy Sheriff I to a permanent entrance appointment in Class 8304 Deputy Sheriff.

14.40.2 Advancement as provided in this Rule shall not require a new probationary period.

Applicability: The provisions of Article VI, Rule 14, apply only to employees in Classes 8304 Deputy Sheriff and 8302 Deputy Sheriff I.

Sec. 14.40 **Advancement from Class 8302 Deputy Sheriff I to Class 8304 Deputy Sheriff (cont.)**

14.40.3 With the approval of the Human Resources Director, an appointee in class 8302 Deputy Sheriff I who has, in the sole discretion of the Sheriff, successfully performed each and every requirement necessary for successful completion of the probationary period, but through no fault of the appointee, completes the 18 month probationary period prior to successful completion of all state certification requirements prescribed by the Commission on Peace Officer Standards and Training (POST), may be advanced to 8304 Deputy Sheriff subject to a probationary period which shall extend from the date of appointment to the 8304 Deputy Sheriff class to the date upon which POST certifies that the appointee has successfully completed all state-mandated requirements.

14.40.4 For purposes of the Human Resources Director's approval of advancement under this section, a finding of "no fault of the appointee" shall include but not be limited to administrative delay by the Sheriff's department, lack of available training funds, or such other circumstances beyond the control of the appointee, but not related in any way to the appointee's performance.

14.40.5 Except as set forth above, appointees in class 8302 Deputy Sheriff I who fail to successfully complete each and every POST certification requirement and such other terms and conditions as required by the Sheriff and approved by the Human Resources Director during the 18 month probationary period, shall be deemed to have failed to have and maintain all necessary qualifications for the position and shall be subject to immediate removal.

Sec. 14.41 **Seniority of Appointees in Class 8304 Deputy Sheriff Upon Advancement**

Seniority in Class 8304 Deputy Sheriff shall be determined by the date of permanent certification from and rank on the eligible list for Class 8302 Deputy Sheriff I.

Sec. 14.42 **Layoff in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff**

Layoffs in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff shall be as provided elsewhere in these Rules, except that, all appointees in Class 8302 Deputy Sheriff I shall be laid off before the layoff of any appointees in Class 8304 Deputy Sheriff shall occur.

City and County of San Francisco

Civil Service Commission

Applicability: The provisions of Article VI, Rule 14, apply only to employees in Classes 8304 Deputy Sheriff and 8302 Deputy Sheriff I.

Sec. 14.43 **No Reversion Rights**

Except through new examination or except as provided elsewhere in this Article, appointees separated or advanced from Class 8302 Deputy Sheriff I shall not be eligible to reinstate to or reoccupy positions in Class 8302 Deputy Sheriff I, for any reason.

Sec. 14.44 **Reappointment of Separated Employee**

- 14.44.1 Subject to the approval of the Sheriff, a former employee under permanent civil service appointment in Class 8302 Deputy Sheriff I who separated during the probationary period because of failure to successfully complete the required peace officer training and who subsequently completes this training at their own expense may, upon written request and within 18 months from the separation date, be reappointed to a vacant position in Class 8302 Deputy Sheriff I.
- 14.44.2 When reappointed, the employee shall enter the service as a new appointee with no rights based on prior service except that which may specifically be provided in these Rules or by ordinance.
- 14.44.3 When reappointed, the employee shall complete a new probationary period unless the Sheriff allows full or partial credit for prior service.
- 14.44.4 The decision of the Sheriff in all matters delegated under this section shall be final and shall not be subject to appeal to the Civil Service Commission or review through any other dispute resolution procedure.
- 14.44.5 The Human Resources Director shall provide procedures for implementing this section.

Office of the Mayor
SAN FRANCISCO



FRANK M. JORDAN

September 8, 1994

Honorable Angela Alioto
President, Board of Supervisors
City Hall - Room 235
San Francisco, California 94102

Dear Supervisor Alioto:

Pursuant to Charter Section 8.409-1, and subject to Civil Service Rules applicable to miscellaneous employees, the Mayor hereby proposes the following wages, hours and other terms and conditions of employment for the new classification of 8302 Deputy Sheriff I which has been created to support the opening of the new jail. In making this proposal, the Department of Human Resources has met and conferred with the Deputy Sheriff's Association regarding the removal of bargaining unit work form classification 8304 Deputy Sheriff. This proposal, along with new Civil Service Rules and the class specification (attached for informational purposes) are the result of cooperative efforts between the Deputy Sheriff's Association and the Human Resources Department and are fully supported by the Deputy Sheriff's Association.

1. Wages

All appointments to classification 8302 Deputy Sheriff I shall be compensated at the rate of \$1191 bi-weekly for the entire term of their appointment. Except as specifically set forth below this amount shall be the full and total compensation for all work performed as an 8302 Deputy Sheriff I. In no event shall the salary rate of an incumbent be retroactively increased. If the 8304 Deputy Sheriff classification is granted a salary increase due to final judicial or administrative decision, the salary of classification 8302 shall be increased by the same percentage granted to the 8304 classification. Under no circumstances shall a compensation increase of any kind for classification 8302 be proposed or effective prior to July 1, 1995.

2. Additional Pay

Qualifying appointees to the 8302 classification shall be paid the following additional pay:

- a. Night Differential - 6.25% above hourly base rate for each hour of work actually performed between the hours of 5:00 p.m. and 7:00 a.m.
- b. Overtime - 1.5 times the base hourly rate for each hour of work assigned by the appointing officer to be performed after 8 hours actually worked in a day or 40 hours actually worked in a week.
- c. Holiday Pay - holidays or holiday pay equal to but not to exceed the holidays or holiday pay provided to miscellaneous employees pursuant to SSO section VIA-F.

200 CITY HALL, SAN FRANCISCO, CALIFORNIA 94102

(415) 554-5141

RECYCLED PAPER

D-045

Honorable Angela Alioto
Letter/September 8 1994

Page Two

3. Advancement

The Board of Supervisors agrees to provide sufficient funding through fiscal year 1998-99 to allow the Sheriff to advance all incumbent, qualifying, 8302 Deputy Sheriff I appointees to 8304 Deputy Sheriff in accordance with Civil Service Rules and departmental policy.

4. Disability Pay

When an 8302 Deputy Sheriff I is absent by reason of a work-related injury or illness, the 8302 Deputy Sheriff I shall be eligible for supplemental benefits during the period of any temporary disability, but not to exceed one year. The amount of the supplemental benefit payable shall be 100% of the employee's compensation, less required payroll deductions and less the sum of any payments to which the employee may be entitled under the Workers' Compensation and Insurance Chapters of the Labor Code. Any supplemental benefits paid herein shall be considered as a credit which may be applied to any permanent disability award or settlement.

5. Retirement Benefits

At the time of permanent appointment to 8302 Deputy Sheriff I class, a new employee will be a member of SFERS miscellaneous plan until such time as the person is appointed as an 8304 Deputy Sheriff and becomes a PERS member.

6. Health Benefits

Classification 8302 Deputy Sheriff I shall receive the same health and dental benefits provided to classification 8304 Deputy Sheriff.

7. Grievance Procedure

The applicable grievance procedure for the 8302 Deputy Sheriff I is the one contained in Civil Service Commission Rule 18 Employee Relations-Grievance Procedure.

Sincerely,


Frank M. Jordan
Mayor

FMJ/jw:mc

- cc: Supervisor Sue Bierman
- Supervisor Anne Marie Conroy
- Supervisor Terence Hallinan
- Supervisor Tom Hsieh
- Supervisor Barbara Kaufman
- Supervisor Willie Kennedy
- Supervisor Susan Leal
- Supervisor Bill Maher
- Supervisor Carole Migden
- Supervisor Kevin Shelley

D-046

City and County of San Francisco



Department of Human Resources

WENDELL L. PRYOR,
HUMAN RESOURCES DIRECTOR

September 14, 1994

Mr. Ed Lieberman
Business Manager
Deputy Sheriffs' Association
5 Thomas Mellon Circle, Suite 266
San Francisco, CA 94134

Dear Mr. Lieberman:

In response to the concerns raised at the September 13, 1994 meet and confer session, the following items are attached for agreement by the parties.

1. The inserts or amendments to proposed Civil Service Commission Rule 12A are attached. These changes are a result of further clarification in the discussions regarding the City's proposal and were contained in the proposed side letter agreement between the Sheriff and the Deputy Sheriffs' Association. Since they involve amendments to Civil Service Commission Rules concerning the probationary period, it was necessary that the proposed amendments be included in the Rule that will be before the Civil Service Commission on September 19.

2. A side letter of agreement between the Sheriff, Deputy Sheriffs' Association and the City regarding advancement of Deputy Sheriff I employees is also attached.

3. I have been advised by the Controller's Office that removal of the "Z" Symbol for Captains has been approved.

4. Regarding the assurances that the proposed job specification for Deputy Sheriff I will not be changed subject to appeal to the Civil Service Commission by mutual agreement of the parties, I am advised by the City Attorney's Office that the Civil Service Commission still retains jurisdiction over the job specification and my assurances are subject to their appeal. However, it is my intent that the Human Resources Director shall not initiate or support on behalf of the City any changes to the proposed job specification except by mutual agreement and subject to appeal to the Civil Service Commission.

5. The Mayor's proposal will be amended in paragraph I - Wages, to indicate that should a compensation increase result from final judicial or administrative decision for the 8304 Deputy Sheriff classification prior to July 1, 1995, such increase in compensation for classification 8302 Deputy Sheriff I shall be effective on July 1, 1995.

6. The language on line 15 of the proposed ordinance is necessary to continue the salary, benefits, and working conditions for the proposed classification of 8302 Deputy Sheriff I through the term of the agreement otherwise the annual appropriation ordinance and the annual salary ordinance would have to be amended annually to reflect our agreement.

Mr. Ed Lieberman
1994

-2-

September 14,

The above represents our progress and efforts to date regarding the meet and confer with the Deputy Sheriffs' Association as to the establishment of the proposed new class 8302 Deputy Sheriff I. Please be advised that in order for the Civil Service Commission to adopt the proposed Rule on Monday, September 19, 1994, and the Board to timely consider adoption of the appropriate ordinance and resolution, that the Civil Service Commission must post the proposed Rule for adoption by noon tomorrow, September 15, 1994. If I do not hear from you in writing by 9:00 a.m., September 15, 1994, I will assume consistent with the foregoing provisions which enumerate my understanding of what we have agreed to that the meet and confer process is concluded thereby allowing for posting of the proposed Civil Service Commission Rule with the amendments referenced above.

Should you have any questions, please contact me immediately at 554-4722, beeper no. 807-7081, or at home this evening at 931-6101.

Very truly yours,


Wendell L. Pryor
Human Resources Director

cc: Walt Thomas

D-048

JULY 1, 2022 – JUNE 30, 2024

FILE NO _____

ORDINANCE NO. _____

1 (Salary and Benefits)

2 AN ORDINANCE SETTING THE SALARY, BENEFITS AND WORKING CONDITIONS
3 FOR THE NEW UNREPRESENTED CLASSIFICATION 8302 DEPUTY SHERIFF I.

4 Be it ordained by the People of the City and County of San
5 Francisco.

6 Section 1. Pursuant to Charter section 8.409-1 the Mayor
7 with the approval of the Board of Supervisors and consistent with
8 the Civil Service Commissions rules and procedures may annually
9 set the wages, hours, benefits and other terms and conditions of
10 employment for unrepresented employees. The Mayor has proposed
11 such wages, hours, benefits and other terms and conditions of
12 employment for the new classification of 8302 Deputy Sheriff I.
13 The Board of Supervisors hereby approves the Mayor's proposal and
14 implements its fiscal provisions to be effective September
15 1994. The provisions of this ordinance shall continue in effect
16 until amended or superceded by action of the Board of
17 Supervisors. A copy of the Mayor's proposal so approved and
18 implemented is on file in the office of the Board of Supervisors.

19
20 APPROVED AS TO FORM

21 LOUISE H. RENNE
22 CITY ATTORNEY

23 *Vicki A. Clayton*
24 VICKI A. CLAYTON
25 Deputy City Attorney

BOARD OF SUPERVISORS



OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



PAUL MIYAMOTO
SHERIFF

Date: May 28, 2020
Reference: US2020-060

SIDE LETTER AGREEMENT

The Jail Wards at San Francisco General Hospital is a work location / assignment in the San Francisco County Sheriff's Office. The Jail Wards Unit resides within the Custody Operations Division and reports up through the Facility Commander of County Jail #2.

Pursuant to Section III.B.3, paragraph 117, of the MOU in effect July 1, 2019 - June 30, 2022, the Sheriff's Office and the Deputy Sheriff's Association mutually agree that the Jail Wards Unit will transition from a 5/8 work schedule to the 3/12 work schedule effective, Saturday, May 30, 2020.

- The Day Team watch minimum is: 1/5 Mon-Fri & 0/3 Sat-Sun
- The Night Team watch minimums is: 0/3 Mon-Fri & 0/3 Sat-Sun

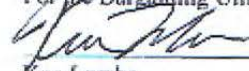
The 3/12 work schedule shall be reviewed semi-annually by the Sheriff's Office to evaluate favorable or unfavorable changes as a result of this change in work schedule. The evaluation metrics include, but are not limited to, overtime costs, FLSA compensation, overtime hours worked, mandatory drafts as a proportion of all overtime, sick leave usage and employee injuries. The evaluations shall occur in December and June of each year. A failure to complete this task is not grievable.

Either the Sheriff's Office or the DSA may provide at a minimum 30 days-notice should it exercise its discretion to withdraw its approval for the 3/12 schedule. If the parties cannot reach an agreement on an alternative mutually agreeable schedule within 30 days of that notice, the Jail Wards Unit schedule shall revert to the 5/8 work schedule as set forth in Section III.B.2.

For the Sheriff's Office:

 / Date: 05/28/20
Matthew Freeman
Undersheriff #2

For the Bargaining Unit:

 / Date: 5/28/2020
Ken Lomba
SFDSA President

C: Sheriff Miyamoto, Assistant Sheriff Johnson, Chief Fisher-Paulson, Chief Fisher, Chief Jackson, Captain Murphy, Margaret Baumgartner, Rafal Ofierski, Carol Isen

Phone: 415 554-7225 Fax: 415 554-7050
Website: sfsheriff.com D-050sheriff@sf.gov.org

JULY 1, 2022 – JUNE 30, 2024



**OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



**PAUL MIYAMOTO
SHERIFF**

Date: August 18, 2020
Reference: US2020-075

SIDE LETTER AGREEMENT

The Classification Unit is a work location / assignment in the San Francisco County Sheriff's Office. The Classification Unit resides within the Custody Operations Division and reports up through the Chief Deputy of the Custody Operations Division.

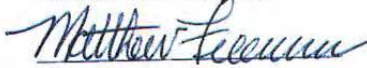
Pursuant to Section III.B.3, paragraph 117, of the MOU in effect July 1, 2019 – June 30, 2022, the Sheriff's Office and the Deputy Sheriffs' Association mutually agree that the Classification Unit will transition from a 5/8 work schedule to the 4/10 work schedule effective June 27, 2020.

- The Day Team watch minimum is: 1/7 Mon-Fri & 1/3 Sat-Sun
- The Night Team watch minimum is: 1/3 Mon-Fri & 1/2 Sat-Sun


The 4/10 work schedule shall be reviewed semi-annually by the Sheriff's Office to evaluate favorable or unfavorable changes as a result of this change in work schedule. The evaluation metrics include, but are not limited to, overtime costs, FLSA compensation, overtime hours worked, mandatory drafts as a proportion of all overtime, sick leave usage and employee injuries. The evaluations shall occur in December and June of each year. A failure to complete this task is not grievable.

Either the Sheriff's Office or the DSA may provide at a minimum 30 days-notice should it exercise its discretion to withdraw its approval for the 4/10 schedule. If the parties cannot reach an agreement on an alternative mutually agreeable schedule within 30 days of that notice, the Classification Unit shall revert to the 5/8 work schedule as set forth in Section III.B.2.

For the Sheriff's Office:


Matthew Freeman
Undersheriff #2

For the Bargaining Unit:


Ken Lomba
SFDSA President

C: Sheriff Miyamoto, Assistant Sheriff Engler, Chief Johnson, Chief Fisher-Paulson, Chief Jackson, Captain McConnell, Captain Murphy, Captain Tilton, Margaret Baumgartner, Rafal Ofierski, Carol Isen

Phone: 415 554-7225 Fax: 415 554-7050
Website: sfsheriff.com Email: sheriff@sfgov.org

D-051

JULY 1, 2022 – JUNE 30, 2024



San Francisco Sheriff's Office

INTER-OFFICE CORRESPONDENCE

Date: August 28, 2020
Reference: US2020-077

To: Ken Lomba (SFDSA)
From: Undersheriff Freeman #2 *MF*
Re: County Jail #2 Team Minimums

Overview

The Sheriff's Office will vacate all inmate housing from County Jail #4 by Friday, September 4, 2020. Thirty-six SFDSA represented members will be reassigned from CJ#4 to CJ#2 effective Saturday, September 5, 2020. CJ#4 will be renamed the CJ#2 Annex. In order to operate the CJ#2 Annex, four post positions will be added to the existing team line ups at County Jail #2.

Existing Team Minimums for County Jail #2

The normal team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'21 07:00-19:00 (S - S) = 2'22
19:00-23:00 (7 days) = 1'16 23:00-07:00 (7days) = 1'14

The Covid-19 team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'19 07:00-19:00 (S - S) = 2'19
19:00-23:00 (7 days) = 1'14 23:00-07:00 (7days) = 1'13

New County Jail #2 Team Minimums – Effective Saturday, September 5, 2020

The Covid-19 team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'24 07:00-19:00 (S - S) = 2'22
19:00-23:00 (7 days) = 2'17 23:00-07:00 (7days) = 2'16

New County Jail #2 Team Minimums – Effective TBD

The normal team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'26 07:00-19:00 (S - S) = 2'25
19:00-23:00 (7 days) = 2'20 23:00-07:00 (7days) = 2'18

C: Sheriff Miyamoto, Assistant Sheriff Engler, Chief Johnson, Chief Fisher-Paulson, Chief Fisher, Captain McConnell, Captain Murphy, Captain Quanico, Captain Colmenero, Captain Tilton

D-052



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2019

Deputy Sheriffs' Association

TENTATIVE AGREEMENT

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2019. The parties further agree that this tentative agreement is subject to approval as to form by the City Attorney's Office and is subject to approval by the Board of Supervisors.

By signing below, the parties agree to recommend approval of this tentative agreement.

**SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND DEPUTY SHERIFF'S ASSOCIATION OF SAN FRANCISCO**

Section III.M. Retirement of the Agreement between the City and the Association provides that in addition to paying any required employee retirement contribution, bargaining unit members in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The City has notified the Association and employees represented by the Association that from July 1, 2017 to April 19, 2019, the City under-deducted employees' Prop. C Contributions by 1.0%. The City has calculated that employees represented by the Association owe a total of One Million, One Hundred and Nine Thousand, Four Hundred Dollars, and Seventy-Nine Cents (\$1,109,400.79) (the "Unpaid Prop. C Contributions"). As part of the economic terms reached by the parties in negotiating the successor Agreement to be effective July 1, 2019, the City has agreed to waive collection of the Unpaid Prop. C Contributions. This Unpaid Prop. C Contribution is recognized as a cost to the City in the successor Agreement.

Tentative Agreement:

FOR THE CITY

FOR THE ASSOCIATION



Carol Isen Date 5/13/19



Michael Jarvis Date 5/11/19

Approved As To Form:

Katharine Hobin Porter Date

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION**

JULY 1, 2022 – JUNE 30, 2024

APPENDIX D



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT – L-44

TO: Dave Wong
President – Deputy Sheriff's Association

FROM: Chief Al Waters
Sheriff's Department Negotiation Team

DATE: Thursday, October 11, 2007

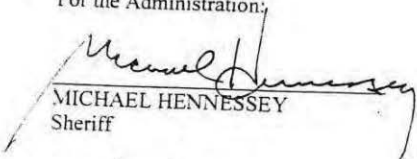
SUBJ: **Overtime Policy I-22 – Involuntary Overtime Draft**

The San Francisco Sheriff's Department Policy and Procedure; Overtime I-22, section III.D.6 states: *An employee may not be involuntarily drafted to work more than 16 total hours or more than three times from RDO to RDO.*

In order to clarify this section of the overtime policy, the Department and the Deputy Sheriffs' Association (DSA) agreed to the following language to replace section III.D.6.

6. Except in an emergency, an employee on duty may not be involuntarily drafted:
 - a. to work more than 16 total hours in a 24-hour period;
 - b. to work more than 16 consecutive total hours in a 24-hour period; and/or
 - c. more than three (3) times from his/her RDO to RDO.

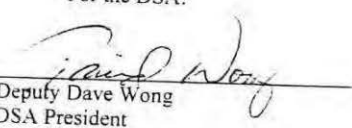
For the Administration;


MICHAEL HENNESSEY
Sheriff

Date

11/26/07

For the DSA:


Deputy Dave Wong
DSA President

Date

11/12/2007

D-010

COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2024

COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2024



DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2014

**Deputy Sheriffs'
Association**

**SIDE LETTER REGARDING EARNING AND
USING COMPENSATORY TIME OFF**

For classifications in this bargaining unit, the language in the Memorandum of Understanding shall be interpreted and understood to provide as follows: an employee with a maximum compensatory time off (CTO) balance (e.g., 160 hours) will not accrue any additional compensatory time until the said balance drops below the maximum compensatory time off balance (e.g., 160 hours), at which time the employee may again accrue CTO to the maximum limit. The CTO earn and accrual maximums are pursuant to the parties' Memorandum of Understanding outlined under Article III.D. Overtime Compensation.

FOR THE CITY

FOR THE UNION


Christina Fong
Chief Negotiator

5/1/14
Date


Peter Hoffmann
Chief Negotiator

5/1/2014
Date

CONFIDENTIAL

italics = moved existing language bold, double underline = new language
~~struck out, italics~~ = existing language prior section ~~struck-out~~ = removed language



COLLECTIVE BARGAINING AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

THE SAN FRANCISCO
DEPUTY SHERIFFS' ASSOCIATION

July 1, 2022 - June 30, 2024

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ARTICLE I - REPRESENTATION

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 exclusive representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

8302 - Deputy Sheriff (Academy)
8304(CalPERS)/8504 (SFERS) - Deputy Sheriff
8306(CalPERS)/8506 (SFERS) - Senior 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 and county 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.

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION
JULY 1, 2022 – JUNE 30, 2024**

ARTICLE I - REPRESENTATION

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 shall not strike, cause, encourage, or condone a work stoppage, slowdown, or sympathy strike (collectively “strike activity”) during the term of this Agreement. If the Association learns that bargaining unit employees intend to engage in strike activity, either through notice from the City or through other means, the Association will send a notice to all bargaining unit employees, with a copy to the Employee Relations Director, indicating (1) the strike activity is not authorized or supported by the Association; and (2) strike activity may violate City or Departmental rules and result in disciplinary action.

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. Except as otherwise provided by law, 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

ARTICLE I - REPRESENTATION

10. The Association may select up to five (5) 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 five (5) 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.
14. *President Release Time.* The City agrees to provide the DSA President with 80 hours of release time each pay period. The DSA agrees that the start of the term of office for a newly elected DSA President will coincide with the start of a City pay period. The DSA President shall not be eligible for pay premiums or other special pays while on release time.
15. The City agrees that thirty-two (32) hours of the release time each pay period shall be paid release time. During this City paid release time, the DSA President shall engage only in the following activities: (1) preparing for and participating in meet and confer or consultation with representatives of the City or Sheriff's Department on matters relating to employment conditions and employee relations, including wages, hours and other terms and conditions of employment; and (2) investigating or processing grievances or appeals. The DSA President shall not participate in any other activity, including but not limited to political activity, during this City paid release time. The DSA President shall provide documentation to the Sheriff certifying that during each pay period, the DSA President used the thirty-two (32) hours of City paid release time only for authorized purposes. The DSA President shall provide this certification at the conclusion of each pay period. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination of employment.
16. The DSA agrees to reimburse the City for the balance of the release time, which is 48 hours of release time each pay period. The amount reimbursed to the City shall be the base hourly rate of pay for the DSA President multiplied by the roll-up rate; the roll-up rate shall be established each fiscal year by utilizing the Controller's Office's annual "Payroll Data for Labor Negotiations" report by dividing the "Adjusted Total" by the "Adjusted

ARTICLE I - REPRESENTATION

Base.” The DSA shall submit the required payment to the Sheriff’s Department within 11 days after the close of each pay period. There are no restrictions on the activities of the DSA President during the 48 hours each pay period for which the DSA is reimbursing the City.

17. *Officers and Stewards Release Time.* The City shall provide an annual Association release time bank of one thousand (1000) hours for use by the Association Officers and Stewards. These employees may use these hours to perform their Union functions at meetings attended by representatives of the City regarding matters within the scope of representation, personnel management and employee-employer relations, to attend committees established pursuant to this Agreement or the orders of the Department, to negotiate or to undertake activities relating to grievance administration, attend seminars, meetings and conferences designated by the Association for the purpose of professional development, and/or leadership training. The released member(s) shall not participate in any other activity, including but not limited to political activity, during this release time. The president of the Association, or designee, shall notify the Department at least two (2) business days in advance of the members who will be utilizing the release time, the anticipated length of the release time, the location of the member during the release time, and the purpose of the release time.

I.G. NEGOTIATION RESPONSIBILITY

18. Except in cases of emergency, the Department shall give reasonable written notice to the Association of any proposed change by the Department in matters within the scope of representation as specified in Government Code Section 3504.5 The Association shall be provided with the opportunity to meet and confer with regard to any such proposed change should it desire to do so.
19. In cases of emergency when the Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.
20. If the Association does not respond within twenty one (21) calendar days from the date of delivery of written notification of a proposed change as described above hereof, the Association shall be deemed to have waived its opportunity under this Agreement to meet and confer on the proposed change.
21. If the Association timely requests the opportunity to meet and confer as provided herein, the Department agrees to meet and confer with the Association over such proposed change or changes, within twenty (20) calendar days of such timely request, unless a longer period of time is mutually agreed upon, in order to freely exchange information, opinions and proposals and to endeavor to reach agreement on the proposed change or changes.

ARTICLE I - REPRESENTATION

22. If no agreement is reached, specifically limited to matters related to (1) the compensation provided to Association members (i.e., premiums, differential and overtime); (2) work schedules (i.e., regularly scheduled shift hours, regular days off [RDO]), daily work hour limit, and paid time off); or (3) benefits presently governed by seniority (i.e., RDO selection, vacation sign-up, holiday sign-up, and satellite sign-up), shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter Sections A8.590-5, unless an exception applies pursuant to Charter Section A8.590-1 through A8.590-9.

I.H. SHOP STEWARDS

23. 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.
24. 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.
25. 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. A steward shall not represent an employee in a disciplinary matter if the steward is a witness or otherwise personally involved in the matter.

I.I. GRIEVANCE PROCEDURE

26. 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.
27. 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:

ARTICLE I - REPRESENTATION

28. a. All Civil Service Commission “carve-outs,” as described in Charter Section A8.409-3.
29. 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.
30. 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.
31. 3. *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.
4. *Grievance Initiation.*
32. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over employees affected by the grievance.
33. b. Only the Association may file a grievance arising from a final disciplinary decision. These matters shall be initiated with the Sheriff or designee at Step 2.
34. c. All other grievances shall be initiated at Step 1.
35. 5. *Steps of the Procedure.* The grievant shall discuss the grievance informally with the grievant's immediate supervisor, provided the grievance is not a discrimination or

ARTICLE I - REPRESENTATION

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.

36. 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. The grievance must include the following:

37. 1. The specific reason or reasons for the grievance, including the date of the incident giving rise to the grievance, an explanation of the harm that occurred, and the name, classification, and assigned post of the affected employee or employees;

38. 2. The section(s) of the Agreement the grievant has alleged to have been violated;

39. 3. The remedy or solution being sought by the grievant.

40. The City will return any grievance that does not include the information specified above. The grievant shall have fifteen (15) days from receiving the return of the grievance to resubmit a new grievance with the corrected information.

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

42. b. *Step 2.* A grievant dissatisfied with the facility or division commander's response at Step 1 may appeal to the Sheriff, or designee, in writing, within fifteen (15) calendar days of receipt of the Step 1 answer. The Step 2 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. The Sheriff, or designee, may convene a meeting within fifteen (15) calendar days with the grievant and/or the grievant's Association representative. The

ARTICLE I - REPRESENTATION

Sheriff, or designee, shall respond in writing within fifteen (15) calendar days of the meeting or receipt of the grievance, whichever is later.

c. *Step 3.*

43. (1) *For Contract Interpretation grievances only.* The Association dissatisfied with the Sheriff 's response at Step 2 may appeal to the Employee Relations Director, or designee (“ERD”), in writing, within fifteen (15) calendar days of receipt of the Step 2 response. The Step 3 grievance shall contain a specific description of the basis for the grievance, the resolution desired, and the specific reason or reasons for rejecting the lower step response and advancing the grievance to the next step. 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.
44. (2) *For Disciplinary Appeals.* The Association may appeal imposed discipline to binding arbitration under this Article.
45. 6. *Step 4 --- Arbitration.* 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 grievance to arbitration under this Article.
46. 7. *Expedited Arbitration.* By written mutual agreement entered into before or during Step 3 of the Grievance Procedure, the parties may submit any grievance to the Expedited Arbitration process.
47. 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 the panelist will be available to hear the Expedited Arbitration in not greater than thirty (30) days from selection.

ARTICLE I - REPRESENTATION

48. 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.
49. 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.
50. c. *Costs.* Each party shall bear their own legal expenses and costs for grievances in connection with the presentation of its case. 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.
51. 8. *Selection of an Arbitrator (not Expedited Arbitration).* Each July, the parties agree to establish a list of at least seven (7) but not more than ten (10) arbitrators to serve as the panel for that fiscal year to hear grievances arising under the terms of this Agreement. If the parties do not establish such a panel, then the prior year panel continues.
52. 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 parties shall strike arbitrators alternately from the panel until one arbitrator remains to hear each particular case. The parties shall flip a coin to determine who strikes first.
53. *Authority of the Arbitrator.* The decision of the arbitrator (for both Arbitration and Expedited Arbitration) shall be final and binding, unless challenged under

ARTICLE I - REPRESENTATION

applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.

54. *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.
55. *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.

I.J. UNION SECURITY

1. Authorization for Payroll Deductions

56. a. The Association shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the Controller's "Union Deductions Procedure" ("Procedure"), which the Controller may amend from time to time with reasonable notice to the Association. "Contributions" as used in this Section I.J. means Association membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Association.
57. b. The City shall deduct Contributions from a represented employee's pay upon submission by the Association of a request, in accordance with the Procedure. The Procedure shall include, and the Association must provide with each request, a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Contributions, the Association has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Association, and make the requested deduction changes only upon receipt of a proper certification.

ARTICLE I - REPRESENTATION

58. c. The Procedure is the exclusive method for the Association to request the City to initiate, change, or cancel deductions for Contributions.
59. d. The City shall implement new, changed, or cancelled deductions the pay period following the receipt of a request from the Association, but only if the Association submits the request by noon on the last Friday of a pay period. If the Controller's Office receives the request after that time, the City will implement the changes in two following pay periods.
60. e. If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Association authorization form. The City will not maintain a City authorization form for such deductions. If a represented employee hand delivers the official Association form authorizing such deductions to the Controller's Payroll Division, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Association a copy of any authorization form that it receives directly from a represented employee.
61. f. Except as otherwise provided in this subsection 1, each pay period, the City shall remit Contributions to the Association, after deducting the fee under San Francisco Administrative Code Section 16.92. In addition, the City will make available to the Association a database that includes the following information for each represented employee: name; DSW number; classification; department; work location; work, home, and personal cellular telephone number; personal email address if on file with the City; home address; and any Contributions amount deducted.
62. g. Except as otherwise provided in this subsection 1, the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Association in accordance with the Procedure, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.
63. h. With the exception of subsection (e) above, the Association is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the

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Association and represented employees about Association membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Association. The Association shall respond to such employee inquiries within no less than 21 calendar days.

2. Indemnification

64. The Association shall indemnify, hold harmless, and defend the City against any claim, including but not limited to any civil or administrative action, and any expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the City's compliance with this Section. The Association shall be responsible for the defense of any claim within this indemnification provision, subject to the following: (i) the City shall promptly give written notice of any claim to the Association; (ii) the City shall provide any assistance that the Association may reasonably request for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the City shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the City in any manner, including but not limited to paying any amounts in settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the City, or agreeing to any injunctive relief or consent decree being entered against the City, without the consent of the City. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Association against the City. This subsection 2 shall not apply to any claim against the City where the City failed to process a timely, properly completed request to change or cancel a Contributions deduction, as provided in subsection 1.

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

65. *Bulletin Boards.* The City shall reserve a reasonable amount of space on bulletin boards within City buildings for the distribution of Association literature. All posted literature shall be dated, identified by affiliation, and neatly displayed, and removed from the bulletin board by the Association when no longer timely. Except as stated below, the City agrees that identifiable Association literature shall not be removed from said bulletin boards without first consulting with the representative of the Association to determine if the literature should remain for an additional period of time. The Association shall not post literature that violates City policies prohibiting discrimination, harassment, retaliation, or mistreatment of persons, that involves any political candidate or ballot measure, or that

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violates the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.

Union Access.

- 66. a. The City shall provide the Association reasonable access to all work locations to verify compliance with the terms and conditions of this Agreement and to confer with represented employees, provided that such access is subject to the rules and regulations immediately below.
- 67. b. The Association agrees that its access to work locations will not disrupt or interfere with a City department's mission and services or the work of employees, or involve any political activities.
- 68. c. Association representatives must identify themselves upon arrival at a City department. Association representatives may use City meeting space with a reasonable amount of advance notice and approval from the City department, subject to availability.
- 69. d. The City may require a department representative to escort Association representatives when the Union representative seeks access to a work area where confidential or secure work is taking place, when the department would require an escort for other non-employees. This paragraph is not intended to restrict or limit the access rights of City employees who have access to work area where confidential or secure work is taking place.
- 70. e. Nothing in this Section is intended to disturb existing City departmental Association access policies. Further, City departments may implement additional rules and regulations after meeting and conferring with the Association.

ARTICLE II - EMPLOYMENT CONDITIONS

II.A NON-DISCRIMINATION

71. a. The City and the Association agree that discriminating against or harassing employees, applicants, or persons providing services to the City by contract because of their actual or perceived race, color, creed, religion, sex/gender, national origin, ancestry, physical disability, mental disability, medical condition (associated with cancer, a history of cancer, or genetic characteristics), HIV/AIDS status, genetic information, marital status, age, political affiliation or opinion, gender identity, gender expression, sexual orientation, military or veteran status, or other protected category under the law, is prohibited. This paragraph shall not be construed to restrict or proscribe any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with applicable laws.
72. b. Neither the City nor the Association shall interfere with, intimidate, restrain, or coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown-Act.

II.B LAYOFFS

73. Any permanent employee laid off may have the selection of one of the two following options:
74. 1. Placement on the Civil Service Commission holdover roster pursuant to Civil Service Rule 112; or
75. 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 preceding sentence shall be irrevocable and must be made within twenty-one (21) days from the employee's notice of layoff from the City.
76. 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.
77. When involuntarily removing or releasing from employment a represented employee, the employee shall receive the severance pay due under paragraph 75, in exchange for a release signed by the employee and DSA of any and all claims arising out of employee's employment or termination of that employment (including claims arising under this Agreement) that the employee or DSA may have against the City including any officer or employee thereof.

ARTICLE II – EMPLOYMENT CONDITIONS

78. This release shall be in a form acceptable to the City and shall include a waiver of any rights the employee may have to return to City employment (e.g., holdover roster), a waiver of Section 1542 of the California Civil Code, and a waiver of claims under the Age Discrimination in Employment Act. The release shall exclude the right to grieve the proper amount of severance pay due under paragraph 75.

II.C ASSIGNMENT OF WORK

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

Class 8302 - Deputy Sheriff (Academy)	Completion of the POST Basic entry-level Academy
Class 8304/8504 - Deputy Sheriff	2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)
Class 8306/8506 - Senior Deputy Sheriff	2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)

80. Except as provided by the City’s Civil Service Rules (including automatic extensions due to absences), the duration of the probationary period may be extended by written mutual agreement of the employee and the Sheriff.

2. *Reclassification/Reorganization.*

81. 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.

82. 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.

83. b. *Reorganization.* Except as provided by law, the parties recognize and agree that the reorganization of departments and/or departmental units and

ARTICLE II – EMPLOYMENT CONDITIONS

divisions, and the work pertaining thereto, is the sole and exclusive prerogative of the City.

84. 3. *Staffing levels.* The Sheriff shall reasonably determine and adjust minimum staffing for the Custody Operations Division and Court Services in Appendix B. The minimum staffing levels, listed in Appendix B, reflect staff levels currently understood to be consistent with the post assignments the Department has determined will maintain safe and secure operations and comply with the Board of State and Community Corrections (BSCC) Minimum Jail Standards Title 15. In the event the Sheriff determines that adjustments must be made, the Department will notify the Deputy Sheriffs’ Association of such change in advance of such adjustment, barring exigent circumstances. The decision to adjust minimum staffing levels shall not be capricious or arbitrary.
85. The above provision is not subject to the grievance procedure .
86. 4. *Assignment of Function.*
- 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:
- Deputy Sheriff (Academy)
Deputy Sheriff
Senior Deputy Sheriff
87. any of the functions now performed or to be performed by appointees within the aforesaid classes considered in the aggregate, as to the following:
88. (1) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail;
89. (2) the security of the San Francisco Municipal and Superior Courts; and,
90. (3) the enforcement of civil processes within the City and County of San Francisco.
91. 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

ARTICLE II – EMPLOYMENT CONDITIONS

to the Deputy Sheriff’s Association and appropriate meet and confer in advance of such allocation having due regard for the following:

- 92. (1) the current practices of other local law enforcement agencies within the State of California;
- 93. (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;
- 94. (3) the quality of service to be provided by the Sheriff’s Department; and,
- 95. (4) bargaining unit work performed prior to 1986.
- 96. c. The parties incorporate by reference as if fully set forth Administration Code Sections 16.215(e)(1-4).
- 97. 5. Matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

II.D PERSONNEL FILES AND OTHER PERSONNEL MATTERS

- 98. 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.
- 99. Performance appraisals are prepared for several purposes, including for the purpose of giving notice to employees whose performance is deficient or unacceptable. Performance appraisals, 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

100. Represented employees will receive the following base wage increases:
101. Effective July 1, 2022, represented employees shall receive a base wage increase of 5.25%.
102. Effective July 1, 2023, represented employees shall receive a base wage increase of 2.50%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on July 1, 2023, will be delayed by approximately six (6) months, to be effective January 6, 2024.
103. Effective the first pay period of January 2024, represented employees shall receive a base wage increase of 2.25%, except that if the March 2023 Joint Report, prepared by the Controller, the Mayor’s Budget Director, and the Board of Supervisors’ Budget Analyst, projects a budget deficit for fiscal year 2023-2024 that exceeds \$300 million, then the base wage adjustment due on January 6, 2024, will be delayed by approximately six (6) months, to be effective close of business June 30, 2024.
104. All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.
1. Market Wage Adjustments
105. Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.
106. The Department will implement the June 25 market wage adjustments 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.
107. The salary survey shall measure total compensation for the rank of Deputy Sheriff (8304/8504) based on the following data points:
- Maximum monthly salary for the rank of Deputy Sheriff (8304/8504);
 - Maximum educational incentive premiums (e.g., Adv. POST);
 - Employer payment of mandatory employee retirement contributions and retirement supplements;
 - Longevity/Retention premiums

ARTICLE III – PAY, HOURS AND BENEFITS

108. The salary survey shall be completed no later than May 15 of each year of the Agreement for a market wage adjustment effective June 25 of each year of the Agreement. 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 of each year of the Agreement. If rates are not known and authorized by May 15 for June 25, the rates reported shall be those in effect on May 15 of each calendar year of the Agreement. Authorized rates to be surveyed are those contained in resolutions, ordinances, charters or memoranda of understanding.
109. 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.
110. 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.
111. 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.
112. 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 annually.
113. The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2022 through June 30, 2024.

III.B. WORK SCHEDULES

114. 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.
115. 2. *Regular Work Week.* The Sheriff shall determine the work schedule for employees in their 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. However,

ARTICLE III – PAY, HOURS AND BENEFITS

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.

116. 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

117. Each premium or additional compensation set forth below shall be separately calculated based on an employee's base rate of pay.
1. Shift Differential.
118. Swing Shift. Employees who, as part of their regularly scheduled work shift, are routinely and consistently 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%) of the employee's base rate of pay for all hours worked between 4:00 p.m. and 11:00 p.m.
119. Graveyard Shift. Employees who, as part of their regularly scheduled work shift, are routinely and consistently required to work any hours between 11:00 p.m. and 6:00 a.m. shall receive a premium of ten percent (10%) of the employee's base rate of pay for all hours worked between 11:00 p.m. and 6:00 a.m.
120. 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.
121. 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 ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by the Department with a cellular telephone, pager, or other electronic communication device. When such employees are called to perform their regular duties in

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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.

122. 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, voluntary prescheduled overtime, or employees called in to duty when on standby status.

4. Special Skills & Duties.

123. a. *Officer Training Duties.* Employees represented by the Association who are assigned training officer duties shall be paid an additional five dollars (\$5.00) per hour when such duties are actually performed.
124. b. *Honor/Color Guard.* Employees shall receive a premium of 0.5% of their base rate of pay when they are assigned to and remain a member in good standing in the Sheriff's Honor/Color Guard. To be a "member in good standing," the employee must (1) be assigned to the unit; and (2) meet Departmental service and training requirements (e.g., attend required trainings, maintain the employee's uniform according to Departmental Regulations, and serve as a member of the Honor/Color Guard at functions when reasonably requested to do so).
125. c. *Emergency Services Unit.* Employees shall receive a premium of three percent (3%) of their base rate of pay when assigned to the Emergency Services Unit. To be entitled to this premium, employees assigned to the Emergency Services Unit must agree to carry a cellular telephone or other electronic communication device, while off-duty and to respond immediately when contacted. 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. The Department will bear no burden for the cost of any electronic communication device.

5. Bilingual Premium.

ARTICLE III – PAY, HOURS AND BENEFITS

126. Employees who have been certified by the Department of Human Resources as having proficiency in Spanish, Cantonese, Mandarin, Tagalog, Arabic, sign language for the hearing impaired and Braille for the visually impaired shall be paid bilingual pay in the amount of fifty dollars (\$50) bi-weekly for routinely and consistently using their bilingual skills during the performance of their duties. 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.

Effective January 1, 2020, at the City’s discretion, the City may require an employee to recertify not more than once annually to continue receiving a bilingual premium.

6. Acting Assignment Pay.

127. a. Employees assigned by the Sheriff or designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive acting assignment pay 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.
128. Upon written approval by the Sheriff or designee, 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 five percent (5%) above the employee’s base salary but such pay shall 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 acting assignment pay.
129. Requests for classification or reclassification review shall not be governed by this provision.
130. b. *Watch Commander Premium.* An 8304/8504 Deputy Sheriff or 8306/8506 Senior Deputy Sheriff when assigned to the duties of a higher ranking supervisor who is the Watch Commander during the absence of the Watch Commander during the employee’s normal shift, at Jails #1, 2, 4, 5, Hall of Justice Courts (in the absence of an 8310), Community Programs, Station Transfer Unit, Sheriff’s Patrol Unit, Civic Center Courts, Juvenile Justice Center, the General Hospital Security wing, Department of Emergency Management, the Central Records and Warrants Unit (CRWU), City Hall Security, Transportation, the Training Unit, the Internal Affairs Unit, Laguna Honda Hospital, Hall of Justice Security, Medical Examiner’s

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Office, or the Classification Unit, shall receive seven and one-half percent (7.5%) of the employee’s base rate of pay.

7. Supervisory Differential.

131. The Sheriff may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
132. a. The supervisor, as part of the regular responsibilities of their class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
133. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
134. 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.
135. 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.
136. 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.
137. 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.
138. f. If the application of this section adjusts the compensation schedule of an employee in excess of their 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 the supervisor’s highest paid

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subordinate, provided that the applicable conditions of this section are also met.

139. 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%).
140. 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.

141. a. *Canine Pay.* Member(s) assigned to canine duty shall receive pay, as calculated below, as compensation for the average time authorized and expended in the exercise, care, feeding, grooming, and training of the assigned canine.

142. This amount has been calculated by the parties to represent approximately 52 minutes per day or approximately 6 hours of overtime per week. These hours will be compensated at the greater of the following:

- (i.) one and one-half times the hourly rate of the federal minimum wage; or
- (ii.) one and one-half times the hourly rate achieved by the following calculation: $0.2222 \times \text{Employee's base rate}$

143. This extra compensation is for activities outside normal working hours and is not to be considered base pay, premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions, except as required by law. Members assigned to canine duty shall also be reimbursed for canine related expenses in the amount of \$150.00 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.

144. 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

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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 seven percent (7%) of their base rate of pay. Deputies hired prior to 1975 shall be entitled to receive either premium if they met the equivalent standard for either certificate. This payment shall not be considered "regular" pay for purposes of overtime.

c. *Longevity Pay.*

145. Effective July 1, 2022, employees hired by the department on or before June 30, 2014, shall receive the following longevity pay:

Years of Service as a Sworn Member of the Department	Premium Incremental (Cumulative)
5	2%
10	2% (4% total)

146. Effective July 1, 2022, employees hired by the department on or after July 1, 2014, shall receive the following longevity pay:

Years of Service as a Sworn Member of the Department	Premium Incremental (Cumulative)
10	2%
15	2% (4% total)

147. *Longevity pay shall be included for purposes of retirement benefit calculations and contributions.*

III.D. OVERTIME COMPENSATION

148. 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

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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.

149. Notwithstanding the foregoing paragraph, overtime worked by employees required to participate in a regular daily briefing period shall be paid at a straight time rate for the first one-quarter hour in excess of eight hours per day.
150. 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.
151. 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 rate, except by mutual agreement an employee may earn up to 160 hours of compensatory time each fiscal year.
152. 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.
153. Employees may not accumulate a balance of compensatory time in excess of 160 hours.
154. 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.
155. A non-"Z" or "L" classified employee who is appointed to a position in a higher, non-"Z" or "L"-designated classification or who is appointed to a position in a "Z" designated classification shall have their entire compensatory time balances paid out at the rate of the lower classification prior to promotion or said non-"Z" or "L" classified employee, at their option, may carry over forty (40) hours of accrued compensatory time to the position in a higher classification within the department.
156. A non-"Z" or "L" classified employee who is appointed to a position in another department shall have their entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.

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157. 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 time before transferring from another Department.
158. 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).
159. The Department and DSA acknowledge that the San Francisco Administrative Code currently limits overtime worked by employees of the City and County of San Francisco to five hundred and twenty (520) hours. The parties agree that prior to the Sheriff submitting a formal written request for an exemption from the overtime limitation to the Director of the Department of Human Resources, the Sheriff, or their designee, will consult with the DSA.

Third Party Requests for Law Enforcement Services

160. The parties acknowledge that the provisions of Section 18.13-1(c) of the San Francisco Administrative Code, which is set forth below for informational purposes, apply to overtime worked by bargaining unit members:
161. Admin. Code Sec. 18.13-1(c): “The provisions of Subsection (a) [limiting overtime to 520 hours each year] shall not apply to overtime worked by any employee where the City and County of San Francisco incurs no direct or indirect additional costs and where the employee acquires no right to compensatory time off. For the purposes of this Section, "direct or indirect additional costs" includes any additional salary, wages, compensatory time or any other benefit provided at that time or deferred until a later date.”

III.E. HOLIDAYS AND HOLIDAY PAY

162. 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:

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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)
June 19 (Juneteenth)
the first Monday in September (Labor Day)
the second Monday in October (Indigenous Peoples Day, Italian American Heritage Day)
November 11 (Veteran's Day)
Thanksgiving Day
the day after Thanksgiving
December 25 (Christmas Day)

163. 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.
164. Provided further, if January 1, July 4, June 19, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
165. The City shall accommodate religious belief or observance of employees as required by law.
166. 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.
1. Holiday Pay For Employees Who Separate.
167. 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.
168. 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;

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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 their 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.

169. 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.
170. 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.

171. 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.
172. 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.
173. 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.
174. 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, they 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

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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.

175. 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.

176. 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.

177. 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.

178. 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.

179. 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.

180. 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.

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- 181. b. In-lieu days will be assigned by the Sheriff or designee if not scheduled in accordance with the procedures described herein.
- 182. 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

- 183. 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.
- 184. 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 their salary adjusted to that step in the promotive class as follows:
 - 185. a. If the employee is receiving a salary in their 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.
 - 186. b. If the employee is receiving a salary in their 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.
- 187. 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.
- 188. 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

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appointment, provided that such salary shall not exceed the maximum of the salary schedule.

189. 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:
190. a. A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in their former classification.
191. b. Loss of compensation would result if appointee accepts a position at the normal step.
192. c. A severe, easily demonstrated and documented recruiting and retention problem exists.
193. d. The appointee possesses special experience, qualifications, and/or skills that, in the opinion of the Sheriff, warrant appointment above the entrance rate.
4. *Compensation Upon Reemployment.*
194. 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.
195. 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.
196. 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

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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

- 197. 1. *Bi-Weekly.* An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for their 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.
- 198. 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.
- 199. 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:
 - 200. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
 - 201. 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

- 1. *8302 and 8304/8504 Employees*
- 202. a. Effective July 1, 2019, the City shall establish a new Step 1 for the 8304/8504 salary range, which is equivalent to Step 1 of the 8302 salary range. The remaining steps will be re-numbered, making eleven (11) steps in the 8304/8504 salary range.

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203. b. Upon promotion to Class 8304/8504, employees in classification 8302 shall move to Step 1 of the 8304/8504 salary range. This will result in no change in pay.
204. c. All employees in classification 8304/8504 will advance to each successive step upon completion of the six (6) months of required service with the following exception. If the Sheriff agrees that a performance appraisal should be marked lower than competent and effective, the increment may be withheld at the Sheriff's sole discretion.
2. *Supervisory Ranks (8306/8506 Employees)*
205. a. All employees in classifications 8306/8506 shall be paid at the top step of their salary range.
206. 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.
207. 4. *Exceptions.* An employee shall not receive a salary adjustment based upon service as herein provided if they have 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 their previous increment equals or exceeds the service required for the increment, and such increment date shall be their 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.

III.I. WORKERS' COMPENSATION & RETURN TO WORK

208. 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.
209. 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

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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.

- 210. 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.
- 211. 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.
- 212. 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.
- 213. The parties agree that this provision clarifies and supersedes 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.*
- 214. Entitlements afforded represented employees under Labor Code Section 4850 and Article II.C.4. of this Agreement shall not be affected by this provision.

III.J. VACATION

- 215. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.
- 216. *Vacation Slots Formula*
- 217. The Department shall provide all represented members with an opportunity to utilize all vacation earned and accrued each year. The parties agree that the following is sufficient to ensure that the represented members have the opportunity to use vacation:
 - 218. 1. The Department shall establish sufficient vacation slots to ensure that all members’ vacation accruals in the upcoming year shall be accommodated.

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- 219. 2. Vacation slots shall be established for all represented members regardless of whether they are on, or anticipated to be on, leaves or absent from their assigned facility or work site.
- 220. 3. Represented members who have been away from their assignment ninety (90) calendar days or more may participate in vacation sign up through the Sheriff’s Department Personnel Unit.
- 221. 4. The following formula shall be used to determine the required number of vacation slots for a specific watch/team at a selected facility/unit during the annual vacation sign-up for that watch/team:

222.

Number of represented members assigned to the watch	Number of slots per day per watch/team
7 represented members and below	1 vacation slot
8 to 17 represented members	2 vacation slots
18 to 27 represented members	3 vacation slots
28 to 37 represented members	4 vacation slots
38 to 47 represented members	5 vacation slots January through May and September through November; 6 vacation slots June, July, August, and December.
48 represented members or more	6 vacation slots January through May and September through November; 7 vacation slots June, July, August, and December.

- 223. In addition, there shall be one Paid Time Off (“PTO”) slot (for compensatory time off other than vacation) available at each level (e.g. for a watch of 19 employees, there shall be 3 vacation slots and one additional PTO slot). Employees shall give the Department five (5) days advance written notice of a request to use this PTO slot. The Department shall grant permission to use the PTO slot, if available, unless doing so would unduly disrupt the operation of the Department.

III.K. HEALTH AND WELFARE

- 1. Employee Health Care.
- 224. The contribution model for employee health insurance premiums will be based on the City’s contribution of a percentage of those premiums and the employee’s payment of the balance (Percentage-Based Contribution Model), as described below:

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1) Employee Only:

225. For medically single employees (Employee Only) who enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Only premium of the second-highest-cost plan.

2) Employee Plus One:

226. For employees with one dependent who elect to enroll in any health plan offered through the Health Services System, the City shall contribute ninety-three percent (93%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at ninety-three percent (93%) of the Employee Plus One premium of the second-highest-cost plan.

3) Employee Plus Two or More:

227. For employees with two or more dependents who elect to enroll in any health plan offered through the Health Services System, the City shall contribute eighty-three percent (83%) of the total health insurance premium, provided however, that the City’s contribution shall be capped at eighty-three percent (83%) of the Employee Plus Two or More premium of the second-highest-cost plan.

4) Contribution Cap

228. In the event HSS eliminates access to the current highest cost plan for active employees, the City contribution under this agreement for the remaining two plans shall not be affected.

5) Average Contribution Amount

229. For purposes of this agreement, and to ensure that all employees enrolled in health insurance through the City’s Health Services System (HSS) are making premium contributions under the Percentage-Based Contribution Model, and therefore have a stake in controlling the long term growth in health insurance costs, it is agreed that, to the extent the City's health insurance premium contribution under the Percentage-Based Contribution Model is less than the “average contribution,” as established under Charter section A8.428(b), then, in addition to the City’s contribution, payments toward the balance of the health insurance premium under the Percentage-Based Contribution Model shall be deemed to apply to the annual “average contribution.” The parties

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intend that the City’s contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

2. Dental Coverage.

230. The City agrees to maintain dental plan coverage at present levels for the term of this Agreement. Otherwise, effective January 1, 2013, employees who enroll in the Delta Dental PPO Plan shall pay the following premiums for the respective coverage levels: \$5/month for employee-only, \$10/month for employee + 1 dependent, or \$15/month for employee + 2 or more dependents.

3. Contributions While On Unpaid Leave.

231. 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.L. RETIREMENT

232. For the duration of this agreement, employees who are members of SFERS shall pay their own retirement contributions in an amount as required by the San Francisco Charter.

233. Employee payment of employee contribution to CalPERS

For the duration of this agreement, members of the bargaining unit who are members of CalPERS shall pay the employee share of mandatory retirement contributions, effectuated via a pre-tax reduction in salary. These mandatory retirement contributions:

- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
- (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
- (iii) will be considered as part of the bargaining unit member’s compensation for the purpose of computing straight-time earning, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in

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determining the level of any other benefit which is a function of, or a percentage of, salary; and

- (iv) the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid to CalPERS.

234. Any City pickup of an employee's mandatory 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.

235. *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 the employee 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.

- 1. Prop. C Employee Cost-Sharing:

236. A. The parties recognize the requirement under Charter Section A8.590-9 to negotiate cost-sharing provisions that produce comparable savings and costs to the City and County as are produced through the Charter's SFERS employee contribution rate adjustment formulae. The parties intend this Section to effectuate the cost sharing provisions of San Francisco Charter Section A8.590-9. The parties further acknowledge that: (i) the annual SFERS employer contribution rate is determined by the SFERS actuary and approved by the SFERS Board for each fiscal year; and (ii) the annual employer contribution rate for SFERS for FY 2012-13 is 20.71%.

237. B. The parties agree that, when the applicable SFERS annual employer contribution rate is more than 12.00%, bargaining unit members in CalPERS shall make the mandatory payment described in paragraph 236 plus an additional mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The Prop. C Contribution is determined, as set forth in the chart below, based on the employee contribution rate which corresponds to the SFERS annual employer contribution rate for that fiscal year. For example, for FY 2012-2013, based on the employer contribution rate of 20.71%, the Prop. C. Contribution will be 3.5% of covered compensation for bargaining unit members in CalPERS.

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Employer Contribution Rate for Comparable SFERS Employees	Safety
0%	(6.0%)
0.01% - 1.0%	(5.0%)
1.01% - 2.5%	(4.75%)
2.51% - 4.0%	(4.5%)
4.01% - 5.5%	(3.5%)
5.51% - 7.0%	(3.0%)
7.01% - 8.5%	(2.0%)
8.51% - 10.0%	(1.5%)
10.01% - 11.0%	(0.5%)
11.01% - 12.0%	0%
12.01% - 13.0%	0.5%
13.01% - 15.0%	1.5%
15.01% - 17.5%	2.0%
17.51% - 20.0%	3.0%
20.01% - 22.5%	3.5%
22.51% - 25.0%	4.5%
25.01% - 27.5%	4.5%
27.51% - 30.0%	4.75%
30.01% - 32.5%	4.75%
32.51% - 35.0%	5.0%
35.01% +	6.0%

238. C. The Prop. C Contribution:
- (i) will be paid by the City to CalPERS, effectuated via a pre-tax reduction in salary pursuant to Internal Revenue Code Section 414(h)(2);
 - (ii) will not be included in the gross income of the bargaining unit members for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, unless and until distributed either through a pension benefit or a lump sum payment;
 - (iii) will be included in the gross income of the bargaining unit members for FICA taxes when they are made;

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- (iv) will be reported to CalPERS as City contributions to be applied against the City's CalPERS reserve, and will not be applied to the bargaining unit member's individual CalPERS accounts;
- (v) will be included in the bargaining unit member's compensation as reported to CalPERS and the affected bargaining unit members shall not be entitled to receive any of the contributions described above directly instead of having them paid by the City to CalPERS; and
- (vi) will be considered as part of the bargaining unit member's compensation for the purpose of computing straight-time earnings, compensation for overtime worked, premium pay, and retirement benefits, and shall be taken into account in determining the level of any other benefit which is a function of, or a percentage of salary.

239. D. In the event that the Prop. C Contribution is zero, i.e. the annual SFERS employer contribution rate is between 11-12%, section C above will not apply. In the event that the Prop. C Contribution is a negative number, i.e. the annual SFERS employer contribution rate is less than 11%, Section C above will not apply and the Prop. C Contribution will be treated as a City pick up of the bargaining unit members' mandatory CalPERS retirement contribution under paragraph 236 to the extent of the Prop. C Contribution.

The City will work with the Association and the San Francisco Employees Retirement System and Board of Supervisors to determine whether it is feasible to amend the City's contract with CalPERS to expressly provide for an additional Member Contribution over and above Normal Contribution (the Prop. C Contribution) for classic members in an amount specified in Section III.L. Retirement, on a pre-tax basis.

Notwithstanding the above paragraphs, in the event that a change in state law causes the implementation, during the term of this Agreement, of an increase to the employee contribution to CalPERS for employees covered by this Agreement, either party may elect to reopen this Agreement to address the impact of the change in state law. This reopener shall be subject to the impasse resolution procedures and criteria set for in Charter section A8.590-5, as applicable.

Retirement Seminar Release Time

240. 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.

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241. 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.
242. This section shall not be subject to the grievance procedure.

III.M. LEAVES OF ABSENCE

243. 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.N. CHAPTER 12W PAID SICK LEAVE ORDINANCE

244. 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.O. VOLUNTEER / PARENTAL RELEASE TIME

245. 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).
246. 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.

III.P. HOSPITAL AND SKILLED NURSING FACILITY COVID-19 WORKER RETENTION PAY

247. In accordance with Senate Bill 184 signed into law by the Governor on June 30, 2022, adding Part 4.6 of Division 2 of the California Labor Code, the City of San Francisco will provide a one-time worker retention payment as described in paragraphs 248 and 249 below, funded by the State of California and consistent with the terms and conditions set forth in the California Labor Code sections 1490, *et seq.*

ARTICLE III – PAY, HOURS AND BENEFITS

248. Eligible part-time employees, as defined by California Labor Code section 1491 (f), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least one hundred (100) hours and no more than three hundred ninety-nine (399) hours between July 30, 2022, through October 28, 2022, shall receive a one-time worker retention payment of up to seven hundred fifty (\$750) dollars contingent on and at such time as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.
249. Eligible full-time employees, as defined by California Labor Code section 1491(e), assigned to work onsite at locations within the SF Health Network (which includes Zuckerberg San Francisco General Hospital and Laguna Honda Hospital and all Ambulatory Care Clinics, Behavioral Health Clinics, Population Health Clinics, County Jail Sites, and Population Health community outreach programs) who worked at least four hundred (400) hours between July 30, 2022 through October 28, 2022, shall receive a one-time worker retention payment of up to one thousand (\$1000) dollars contingent on and at such time as the California Department of Department of Health Care Services issues payments pursuant to Senate Bill 184.
250. Hospital and skilled nursing facility retention pay shall not be considered compensation for the purpose of computing retirement benefits.

ARTICLE IV - WORKING CONDITIONS

IV.A. UNIFORMS AND EQUIPMENT

251. 1. Uniform Allowance. Employees shall receive forty-two dollars, thirty cents (\$42.30) per pay period for the purchase and maintenance of uniforms.
252. 2. *Ballistic Vests.* The City shall refurbish, repair or replace ballistic vests for each represented employee. The City shall provide employee’s voucher for a replacement vest ninety days (90) days prior to the manufacturer’s expiration date. Ballistic 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.
253. 3. a. *Emergency Services Unit Personnel.* Upon initial assignment to the Emergency Services Unit, the Department *will* provide the following equipment to personnel:
- Equipment Bag
 - Safety Glasses/Goggles
 - Voucher for embroidering “ESU” onto two (2) BDU shirts
254. b. *Special Response Team Personnel.* Upon initial assignment to the Special Response Team, the Department will provide the following equipment to personnel:
- Balaclava
 - Class E Boonie Hat
 - Class E Holster
 - Class E Uniform (1)
 - Rifle Magazine Pouch
255. c. In the event that the equipment identified above is damaged or destroyed in the course and scope of employment, including equipment previously purchased by an ESU/SRT member at their own expense, the Department will bear the cost of replacement for the affected ESU/SRT member.
256. 4. *Personal Protective Equipment.* The Department will make available for common use reasonable forms of personal protective equipment at each facility, based on the Department’s determination of what personal protective equipment is appropriate. Such equipment will be replaced on or before expiration.
257. 5. *Ammunition.* The City will provide an adequate amount of ammunition per month as determined by the Sheriff, for each employee to practice in order to qualify.

ARTICLE IV – WORKING CONDITIONS

IV.B. EMPLOYEE TUITION REIMBURSEMENT PROGRAM

258. Budget. The City shall budget five thousand dollars (\$5,000) during each year of this Agreement for the Tuition Reimbursement Program. Unused funds shall not be carried forward to the next fiscal year.
259. Eligible Employees. Any full-time or part-time employee who regularly works at least twenty (20) hours per week with a minimum of one (1) year continuous service in any class immediately prior to receipt of application, is eligible for tuition reimbursement fund reimbursement.
260. *Reimbursement is subject to the following conditions and limitations:*
261. 1. The subject matter of the course, training program, or degree relates to the employee’s work with the City and is designed to improve the employee’s job performance.
262. 2. The course is in a school accredited by the Western Association of Schools and Colleges, the National Home Study Council, California Commission on Peace Officers Standards and Training (“POST”) or by special permission as recommended by the Sheriff and approved by the Human Resources Department.
263. 3. The class and study time are outside the employee’s normal working hours.
264. Eligible Expenses. Until such funds are exhausted and subject to approval by the appointing officer or appropriate designee, an employee may utilize up to a maximum of five hundred dollars (\$500) per fiscal year for tuition, registration fees, books, professional conferences, professional association memberships, professional journal subscriptions, professional certifications, and licenses relevant to the employee’s current classification. Solely at the discretion of the appointing officer or designee, such funds may be supplemented with department funds budgeted for training. All expenses must be relevant to the employee’s current classification or a classification to which the employee might reasonably expect to be promoted. No reimbursement shall be made for expenses that are eligible for reimbursement under a Federal or State Veterans benefit program or from other public funds.
265. Reimbursement for books retained by the employee will be limited to 50% of the cost.
266. Approval and Timing. An employee may submit a pre-approval request for an expense incurred in the current fiscal year or prior fiscal year. An employee cannot submit a request for an expense in a future fiscal year event. Reimbursements will not be paid until the employee provides proof of payment and proof of satisfactory completion. If an employee provides notice of resignation, the employee must submit the expense report and

ARTICLE IV – WORKING CONDITIONS

receive all online approvals before separating from the City. Employees may submit requests for benefits/reimbursement under this section up to a maximum of five hundred dollars (\$500) per fiscal year.

267. Reimbursement shall not be provided for costs incurred for graduation fees, deferred tuition payment fees, student body fees, binders, note papers, exam blue books, parking fees, or miscellaneous supplies, computer hardware or software, or battery operated or electric calculators.
268. Human Resources Department authorization must be obtained prior to incurring any otherwise reimbursable expenses. Reimbursement will be approved by the Human Resources Department upon satisfactory evidence of satisfactory completion of the authorized course.

IV.C. WORK ORDERS

269. The Department will route copies of all work orders submitted to the Department to the president of the DSA. The DSA may provide advisory recommendations to the Department concerning potential cost savings, enhanced efficiencies and revenue generation. The Department retains the sole right to accept, reject, and/or modify work order requests.

IV.D. PAPERLESS PAY POLICY

270. Employees shall be able to access their pay advices electronically on a password protected site, and print them in a confidential manner, using City Internet, computers and printers. Such use of City equipment shall be free of charge to employees, is expressly authorized under this section of the Agreement, and shall not be considered “inappropriate use” under any City policy. Pay advices shall also be available to employees on a password protected site that is accessible from home or other non-worksites computers, and that allows the employees to print the pay advices. Employees shall receive assistance to print hard copies of their pay advices through their payroll offices upon request, on a one-time or ongoing basis.
271. The pay advices shall reflect usage and balance (broken out for vacation, sick leave, etc.) the employee’s hours of compensatory time, overtime, and premiums earned during the relevant payroll period. The City shall maintain electronic pay advices and/or wage statements for at least seven (7) years.
272. Employees have two options for receiving pay: direct deposit or bank pay card. Employees not signing up for either option will be defaulted into bank pay cards.
273. Employees shall possess the right to do the following with any frequency and without incurring any cost to the employee:

ARTICLE IV – WORKING CONDITIONS

1. Change the account into which the direct deposit is made;
2. Switch from the direct deposit option to the bank pay card option, or vice versa;
3. Obtain a new bank pay card the first time the employee’s bank pay card is lost, stolen or misplaced.

274. The City assures that the bank pay card shall be FDIC insured. The City further assures that in the event of an alleged overpayment by the City to the employee, the City shall not unilaterally reverse a payment to the direct deposit account or bank pay card.

275. The City shall make best efforts to provide no-cost ATMs available at large worksites and remote worksites.

276. Employees may print out pay advices during work hours.

ARTICLE V - SCOPE

V.A. SAVINGS CLAUSE

277. 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

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

V.C. ZIPPER CLAUSE

279. 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.
280. 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.
281. During this round of negotiations, the DSA produced a variety of documents that it believes may be past “side letters” that it asserts may be binding on the parties. These documents are attached as Appendix D. The City disputes the DSA’s contention. However, there was insufficient time during these negotiations to resolve these issues. Accordingly, the parties agree that they shall meet and confer as soon as possible, and not later than April 1, 2023, to review the documents to address what should be included as part of this agreement. Should the parties fail to reach agreement, upon the request of either party, the parties shall submit any issues remaining in dispute to a mediation/arbitration board convened in accordance with the procedures set forth in City Charter section A8.590-5, except that with respect to A8-590-5(b), the parties shall select and appoint board members, including the neutral chairperson, not later than June 1, 2023. The parties may extend the above deadlines by mutual written agreement.
282. During negotiations for the July 1, 2022 to June 30, 2024 agreement, the DSA proposed to move the provision related to “muster pay” (currently at paragraph 152 of the CBA dated July 1, 2019 – June 30, 2022) to another section of the CBA. However, there was insufficient time during these negotiations to resolve this issue. Accordingly, the parties

ARTICLE V - SCOPE

agree that they shall meet and confer as soon as possible, and not later than April 1, 2023, to resolve this issue. Should the parties fail to reach agreement, upon the request of either party, the parties shall submit the issue to a mediation/arbitration board convened in accordance with the procedures set forth in City Charter section A8.590-5, except that with respect to A8-590-5(b), the parties shall select and appoint board members, including the neutral chairperson, not later than June 1, 2023. The parties may extend the above deadlines by mutual written agreement.

V.D. DURATION OF AGREEMENT

283. This Agreement shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2024.

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.

XI. REPRESENTATION

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

San Francisco Deputy Sheriffs' Association
P.O. Box 77590
San Francisco, CA 94107
Telephone: (415) 696-2428

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**

Custody Division
8 Hour Shifts

Unit/Facility	Mids Supe	Mids Dep	Days Sup	Days Dep	Swings Sup	Swing Dep
CJ 1 M-Fri	1	12*	2	14*	1	14*
CJ#1 S,S,Hol	1	12*	1	12*	1	14*
CJ#3 M-Fri	2	24*	3	38*	3	35*
CJ#3 S,S,Hol	2	24*	2	38*	2	35*
CRU M-Fri	1	2	1	4	1	4
CRU M-Fri	1	2	1	3	1	3

10 Hour Shifts

Unit/Facility	Days Sup	Days Dep	Nights Sup	Nights Dep
Class M-Fri	1	6	1	3
Class S,S,Hol	1	3	1	3

12 Hour Shifts

Unit Facility	Days Sup	Days Dep	Nights Sup	Nights Dep
CJ#2 M-Fri	2	25*	2	19*
CJ#2 S, S, Hol	2	22*	2	19*
Ward 7D/7L M-Fri	1	5	0	3
Ward 7D/7L S,S, Hol	0	3	0	3

Field Operations Division Units
8 hour Shifts

Unit/Facility	Days Sup	Days Dep	Swings Sup	Swings Dep		
HOJC M-Fri	2	39*	0	0		
CCCH M-Fri	1	22*	0	0		
JJC M-Fri	0	6	0	0		
HOJS M-Fri	1	2	0	2		

The parties recognize that staffing levels can vary in the event of emergencies, unplanned absences and other exigent circumstances. These staffing levels are not subject to the grievance procedure.

*this reflects one additional position to offset ongoing P.O.S.T. and B.S.C.C. training requirements

APPENDIX C

The Sheriff agrees to maintain the current 12 hour shifts at County Jail 2, Community Programs, City Hall Security, and the ZSFGH ward at 7D/7L and will implement 12 hour shifts for the public library assignment, for the term of this contract. Prior to July 1, 2023, the parties will meet to evaluate and discuss various work schedules, including but not limited to combining County Jails 1 and 2 and implementing 12 hour shifts at the combined facility.

~~APPENDIX D~~

~~APPENDIX D~~

~~City and County of San Francisco~~

~~OFFICE OF THE SHERIFF~~



~~Michael Hennessey~~
~~SHERIFF~~

~~(415) 554-7225~~

~~February 21, 2007~~

~~TO: The San Francisco Deputy Sheriff's Association~~

~~FR: Captain S. Butler~~

~~RE: Satellite Assignments - Non-Rotating Bailiff Assignment~~

~~Pursuant to Sheriff Department Policy and Procedure I-42, the Court Services is required to retain 50% of the assignments as Non-Rotating. Section II.C. states: Incumbent 8304 Deputy Sheriffs in rotating positions will be invited to apply for the remaining non-rotating positions and be selected based on their departmental seniority.~~

~~Staff will only be allowed to apply for the Non-Rotating assignment after they have successfully completed their Court Training in the Criminal Courts. Personnel newly assigned to the courts but who have been out of the courts for less than one (1) year will NOT be required to retrain.~~

~~For the SFSD: [Signature] Date: 2-22-07
~~Jan Dempsey, Undersheriff~~~~

~~For the DSA: [Signature] Date: 02/28/2007
~~David Wong, DSA President~~~~

~~L-36~~

~~ROOM 110 - CITY HALL • 400 CARLTON B. GOODLETT PLACE • SAN FRANCISCO, CA 94111
EMAIL: sherriff@ccsf.ca.gov • FAX: (415) 554-7050~~

~~D-001~~

~~COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION~~

~~JULY 1, 2022 - JUNE 30, 2024~~

City and County of San Francisco



Department of Human Resources

Edwin M. Lee
Mayor

Micki Callahan
Human Resources Director

**TENTATIVE AGREEMENT
BETWEEN DEPUTY SHERIFFS' ASSOCIATION AND
THE CITY AND COUNTY OF SAN FRANCISCO**

Pursuant to Paragraph 244 (Article III.K. "Vacation") of the Memorandum of Understanding ("MOU") between the City and County of San Francisco ("City") and the San Francisco Deputy Sheriffs' Association ("DSA"), the Parties agree that for the vacation sign up covering calendar year 2017, in addition to the formula provided in Paragraph 236 of the MOU, the City will provide one (1) additional vacation slot for each watch/team at every facility/unit where a Senior Deputy is assigned to the watch/team ("Senior Deputy Vacation Slots"). The Senior Deputy Vacation Slots are reserved exclusively for members in the Senior Deputy classification and will only be made available during the following months:

January; February; March; April; May; June; September; October; and November

The above agreement is valid for the calendar year 2017 and shall sunset December 31, 2017.

The portion of this tentative agreement covering the period from January 1 through June 30, 2017 will be reflected in an amendment to the current MOU, submitted to the Board of Supervisors for approval. The portion of this tentative agreement covering the period July 1 through December 31, 2017, will be reflected in the successor MOU that commences July 1, 2017.

Tentative Agreement:

FOR THE CITY

LaWanna Preston

LaWanna Preston Date
Employee Relations Manager
Chief Negotiator

FOR THE UNION

Peter Hoffmann 8/24/16

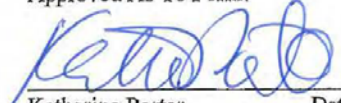
Peter Hoffmann Date
Counsel

Suzanne R. Mason 8/29/16

Suzanne Mason Date
Employee Relations Director

Page 2 of 2

Approved As To Form:

 8/29/16
Katharine Porter Date
Chief Labor Attorney

D-003

JULY 1, 2022 – JUNE 30, 2024

~~City and County of San Francisco~~
~~OFFICE OF THE SHERIFF~~



~~Michael Hennessey~~
~~SHERIFF~~
~~(415) 654-7325~~

~~Wednesday, May 16, 2007 (REVISED) L-37~~

~~TO: The San Francisco Deputy Sheriffs' Association~~
~~FR: Captain S. Butler~~
~~RE: Procedure for Drafting Personnel for City Hall Events~~

~~In an effort to ensure all City Hall Events are staffed at the contractual level, the following shall be adhered to when obtaining staffing:~~

- ~~• Available OT posted pursuant to current department procedure.~~
- ~~• Draft from within the unit according to department procedure using inverse seniority.
(note/example: If the draftee's shift ends at 1500 and the event begins at 1800, the draft will still occur and the event will ONLY be billed for event hours. CHS will cover the additional OT)~~
- ~~• Drafting applies to ALL shifts for the beginning of the event as well as the end of the event.
(note/example: someone can be drafted from swings to cover the last 3 hours of the event)~~

~~In addition to current department procedure, unit supervisors/acting supervisors shall ensure that the following steps are taken:~~

- ~~• If the unit staff has been depleted and the event is still understaffed, other units in the FSSD shall be contacted to determine their staffing during the specified event times. If available, other units within the FSSD will detail staff to the event.~~
- ~~• If the FSSD staff is depleted and the event is still understaffed, other departmental units that are open during the specified hours shall be contacted to determine their staffing. If available, other units within the department will detail staff to the event.~~
- ~~• If other departmental units are at minimum staffing and the event is still understaffed, units in the FSSD will be contacted to draft from their off going watch. The person drafted will remain at their unit (unless they prefer to work the event) and a regularly assigned person will be detailed to the event.~~
- ~~• If all FSSD staff has been depleted after drafting and the event is still understaffed, the Assistant Division Commander or the Division Commander shall be contacted to determine possible drafting from else where in the department.~~

~~For the SFSD:~~ Thomas G. Arata
Tom Arata, Chief Deputy

~~Date:~~ May 16, 2007

~~For the DSA:~~ David Wong
David Wong, DSA President

~~Date:~~ May 16, 2007



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT L-39

TO: Dave Wong
President – San Francisco Deputy Sheriff's Association

FROM: Chief Deputy Arata
Custody Division Commander

DATE: June 28, 2007

SUBJ: Personnel Selected to Work Overtime with Station Transfer Unit Duties

Station Transfer Unit Duties have been assigned to the Custody Division, organizationally assigned to County Jail #9. These duties will continue to be staffed on an overtime basis for the foreseeable future since there have not been any additional positions funded to provide this service next fiscal year.

The selection process for assignment of personnel to perform these duties on an overtime basis shall be as follows:

The selection of Deputy Sheriff's to perform this overtime assignment will follow SFSD Policy I-22. Specifically, under Section II Voluntary Overtime in Subsection A of the policy, the process for voluntary overtime selection is identified. The overtime selection process would follow this policy. Here is the breakdown:

All voluntary overtime is offered to qualified volunteers in classes 8304 or 8302 by seniority in the following order:

- 1) Watch Protected
 - a. First Priority - CJ#9 1500-2300 Hour Watch
 - i. The scheduled overtime hours encompass the entire swing watch hours.
 - ii. Selection is determined by Departmental seniority.
 - iii. Seniority is determined by start-work date in class.
 - iv. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification.

D-005

JULY 1, 2022 – JUNE 30, 2024

b. Second Priority – CJ#9 2300-0700 Hour Watch

- i. Two or four of the scheduled overtime hours (depending on the day of the week) overlap onto the midnight watch hours.
- ii. Selection is determined by Departmental seniority.
- iii. Seniority is determined by start-work date in class.
- iv. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification.

2) Facility Protected

a. The remaining personnel assigned to other CJ#9 Watches.

- i. Selection is determined by Departmental seniority.
- ii. Seniority is determined by start-work date in class.
- iii. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification

3) Division Protected

a. The Custody Division

- i. Custody Division Personnel have preference over personnel assigned to the other Department Divisions.
- ii. Selection is determined by Departmental seniority.
- iii. Seniority is determined by start-work date in class.
- iv. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification

4) Department Wide Selection

a. Staffing within the entire Department.

- i. Selection is determined by Departmental seniority.
- ii. Seniority is determined by start-work date in class.
- iii. Exception: senior deputies may compete for voluntary deputy sheriff's overtime slots based on start-work date in the deputy sheriff's classification

Sergeants will no longer be permitted to sign up and work overtime in a deputy sheriff position with the Station Transfer Unit.

STU Current Hours of Operation:

The hours of Station Transfer Unit operation are currently 1500-0100 Hours every day of the week except Fridays. On Fridays, STU operates between 1500-0300 Hours.

Overtime Shift Breakdown:

Deputies will be allowed to sign up on the overtime sheet for a two, four, eight, ten or twelve shift tour. Deputies who sign up or volunteer for full shifts shall be given preference over employees who sign up or volunteer for partial shifts regardless of seniority ranking or assignment. At all times prior to the commencement of the overtime shift, the selection of personnel available to work the full shift tour of duty will take precedence over employees available to work a partial shift tour of duty.

Overtime Sign-Up Form:

Deputies will sign up for STU Overtime utilizing the standard Department Overtime Sign-Up Sheet.

Maintaining Minimum Staffing:

In order to maintain minimum staffing for the entire shift tour when personnel are not available to work overtime, involuntary overtime may be necessary. CJ#9 off going watch personnel may be involuntarily assigned to station transfer unit duties in order to maintain minimum staffing.

Training:

Deputies who have never performed STU duties will be provided with STU Operations Training and on-the-job training. The supervisor managing STU will provide the training at the beginning of the watch if a deputy has never performed STU duties. All deputies assigned to the swing watch and to the midnight watch at CJ#9 will be given STU training.

This agreement becomes effective on Saturday, July 14, 2007.

For the Administration

Thomas G. Arata

Chief Deputy Thomas Arata #370
Custody Division

June 28, 2007
Date

For the DSA

David Wong

David Wong
DSA President

JUNE 28, 2007
Date



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT L-40

TO: Dave Wong
President – San Francisco Deputy Sheriffs' Association

FROM: Chief Al Waters
Sheriff's Department Negotiation Team

DATE: June 28, 2007

SUBJ: Departmental Proposal – Alternative Shift Call In Time

San Francisco Sheriff's Department Policy and Procedure I-11, II. A. *"An employee assigned to a 24-hour facility, section or unit who is unable to report to duty for his/her assigned work shift, due to illness or injury or the illness of an immediate family member, shall call his/her assigned facility, section or unit at least one hour prior to his/her reporting time."*

When an employee is assigned to an alternate shift at a location where the shifts are the standard 2300-0700, 0700-1500, and 1500-2300 hours, the employee will be carried on the standard shift that has the majority of the employee's alternate shift hours. If the employee's alternate shift hours are equally split between two standard shifts, then the division commander will determine which standard shift the employee will be carried for the purpose of time off slots, vacation scheduling, realignment, etc.

Due to the requirement to provide minimum staffing on all assigned shifts, the employee working the alternate shift shall be required to call in one hour prior to the starting time of the standard shift, or to the starting time of the alternate shift hours, whichever is the earliest starting time period. (i.e. If the employee's scheduled working hours are 1900-0300 hours and the employee is carried on swing shift, the employee is required to call in by 1400 hours.)

For the Administration:

For the DSA:

Chief Deputy Al Waters #8824
Chief Deputy Al Waters
Administration and Programs Division

Deputy David Wong
Deputy David Wong
DSA President

6/28/07
Date

6/28/2007
Date

D-008



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT L-43

TO: Dave Wong
 President – San Francisco Deputy Sheriffs' Association

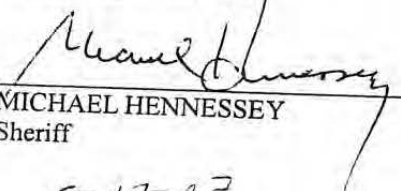
FROM: Chief Al Waters
 Sheriff's Department Negotiation Team

DATE: September 17, 2007

SUBJ: Minimum staffing increase at Department of Emergency Management (DEM)

The San Francisco Sheriff's Department proposes to increase the minimum staffing level at the Department of Emergency Management from two (2) to three (3) deputies on the 1500 to 2300 and the 2300 to 0700 watches. This increase in staffing minimum is due to the increase in the work order funding the Sheriff's Department received from the Department of Emergency Management for fiscal year 2007 to 2008. This special staffing minimum increase for the two watches are contingent upon the Department of Emergency Management providing adequate funding to maintain the additional staffing.

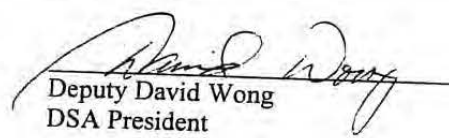
For the Administration:


 MICHAEL HENNESSEY
 Sheriff

9-17-07

 Date

For the DSA:


 Deputy David Wong
 DSA President

9/20/2007

 Date

D-009



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT – L-44

TO: Dave Wong
President – Deputy Sheriff's Association

FROM: Chief Al Waters
Sheriff's Department Negotiation Team

DATE: Thursday, October 11, 2007

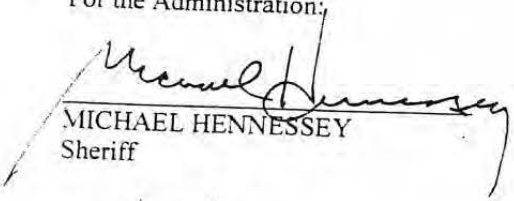
SUBJ: Overtime Policy I-22 – Involuntary Overtime Draft

The San Francisco Sheriff's Department Policy and Procedure; Overtime I-22, section III.D.6 states: *An employee may not be involuntarily drafted to work more than 16 total hours or more than three times from RDO to RDO.*

In order to clarify this section of the overtime policy, the Department and the Deputy Sheriffs' Association (DSA) agreed to the following language to replace section III.D.6.

6. Except in an emergency, an employee on duty may not be involuntarily drafted:
 - a. to work more than 16 total hours in a 24-hour period;
 - b. to work more than 16 consecutive total hours in a 24-hour period; and/or
 - c. more than three (3) times from his/her RDO to RDO.

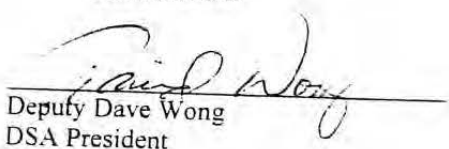
For the Administration:


MICHAEL HENNESSEY
Sheriff

Date

11/26/07

For the DSA:


Deputy Dave Wong
DSA President

Date

11/12/2007

D-010

AMENDMENT TO M.O.U.

The parties (by signature below) have agreed to amend the current M.O.U. to add the following:

1. The job descriptions for Deputy Sheriff (8304) and Senior Deputy Sheriff (8306) per Exhibits 1 and 1A attached hereto and incorporated by reference and hereby agreed to by the parties.
2. Effective immediately, Deputy Sheriffs (8304s) who are assigned to the Courts as Bailiffs will be assigned for a period of three (3) years. The current two (2) year assignments shall be extended, and future assignments will be for three (3) years.
3. There will be a minimum of forty-two (42) Senior Deputy Sheriffs (8306s) assigned to the Courts as Bailiffs. Bailiffs appointed from the 1979 8306 list (list # _____) will not be involuntarily transferred from the Courts. Additionally, three (3) Senior Deputy Sheriffs (8306s) assigned to the Courts as Bailiffs in order of Seniority from their 8306 permanent appointment date, appointed from post-1979 through pre-1986 8306 lists (list #s _____) will not be involuntarily transferred from the Courts.
4. Item 3 above may be amended if:
 - A. External factors beyond the control or influence of the Sheriff requires the Sheriff's Department to reorganize or restructure the Department's staffing plan with regard to Bailiffs; or,
 - B. Emergency conditions (conflagration, earthquake, massive flooding, or other similar natural disaster, war, civil disturbance, city-wide law enforcement mobilization, or mutual aid response) which require temporary reorganization or restructuring of the Department's staffing plan.

The three additional are:
1. O'Donnell
2. McMurtry
3. Pietrelli

AMENDMENT TO M.O.U.

- 2 -

- C. Assignment may be terminated for "Just Cause"...(e.g. below competent and effective performance; egregious behavior/conduct, etc.). The Department must specifically document the conduct or performance which is the basis for termination of the assignment.
- 5. In conjunction with Civil Service Commission efforts to revise "Rule 26" (Assignments Outside of Classification) the Sheriff agrees to abide by the resulting Civil Service Commission Rules and make such assignments.
- 6. The D.S.A. agrees to notify the Civil Service Commission that it does not oppose the adoption of the 8304 and 8306 job descriptions per Exhibits 1 and 1A.

For the San Francisco Deputy Sheriff's Association affiliated with the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO:

Robert J. Boileau
Larry S. Monti
Albert B. Waters II

Debra J. ...
Henry H. Scott
Anna M. Payne

For the Sheriff's Department, City and County of San Francisco:

Michael ...

10-13-88

D-012

L-32

City and County of San Francisco

OFFICE OF THE SHERIFF



Michael Hennessey
SHERIFF

(415) 554-7225

LETTER OF AGREEMENT

May 19, 2005

Reference: US 05- 06A

David Wong, President
Paul Skinner, Business Representative
San Francisco Deputy Sheriff's Association
444-6th Street
San Francisco, Ca., 94103

Classification Unit Work Hours

The Department proposes that the Classification Unit work hours be officially identified by letter of agreement to include a 15 minute muster period. This proposal means that each of the three work shifts under the eight (8) hour work schedule total to an 8 hour and 15 minute work shift to include a muster period briefing.

The Department is proposing that the shift hours for the Classification Unit be identified as follows in order to standardize the work hours for all eight (8) hour shift assignments within the Custody Division.

<u>Shift Assignment</u>	<u>Reporting Time</u>	<u>Concluding Time</u>
2300-0700 Hour Watch	2245 Hours	0700 Hours
0700-1500 Hour Watch	0645 Hours	1500 Hours
1500-2300 Hour Watch	1445 Hours	2300 Hours

The inclusion of this 15 minute muster period for each watch will not alter the hours of the break or meal period.


It is agreed between the Department and the San Francisco Deputy Sheriff's Association that the

Classification Unit Work Hours Letter of Agreement

has been discussed at Meet and Confer Meetings and both sides agree to its implementation as a Letter of Agreement. Neither the Department nor the union have any outstanding issues to prevent the implementation of this policy effective the following date.

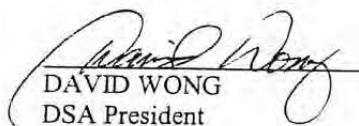
JUNE 4, 2005
Effective Date of Implementation

Approved by the Department



JAN DEMPSEY
Undersheriff
May 19, 2005

Approved by the DSA



DAVID WONG
DSA President
May 19, 2005

04/27/05

L-24



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

To: President Dave Wong
Deputy Sheriff's Association

For the DSA:

From: Chief Deputy Carl S. Koehler
Administration

For Administration: *4/5/04*
date: 2/5/04

Subj: Overtime Approval Procedure at City Hall Security

The Department is seeking to have one uniform overtime sign-up procedure within the City Hall Security Unit consistent with policy throughout the Department. With the increase in various overtime opportunities there has been a deviation from the normal overtime approval process. Currently there are three primary reasons for overtime. First, overtime is posted and approved to reach normal staffing minimums. Second, overtime is also posted and approved for special City Hall events. Third, overtime is also posted and approved for elections.

The Department is not recommending any changes in the manner overtime is currently posted. The current posting is consistent with department policy.

The Department would like to standardize the overtime approval process for the City Hall Security Unit as listed below, which is consistent with other SFSD units:

- Watch protected based on seniority.
- Unit protected based on seniority.
- Division protected based on seniority.
- Department wide based on seniority.

Additional facts concerning overtime approval:

- If the overtime hours cover more than one shift, the shift that has the most hours will be designated as the primary overtime shift.
- If the overtime hours cover more than one shift and are equally divided between the shifts, the designated primary overtime shift for the approval process is based on the start time of the overtime.
- Posted overtime for events are often estimates based on the information received from the

D-015

L-03



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

To: Deputy D. Wong-President
San Francisco Deputy Sheriff's Association
From: Chief Deputy C. Koehler
Administrative Negotiation Team

TA'd 9/20/02
Chief Deputy C. Koehler (Admin)
Deputy D. Wong (DSA)

Subj: Proposal #MC-03/02
County Jail #3 Realignment/Adjustment of Night Team RDO's

Date: 9/16/02

The Administration proposes the following changes in the County Jail #3 12-hour pilot project, the announcement to go out by 9/20/02 to meet the MOU time requirements regarding RDO realignment:

1. Regular Days Off (RDO's) on the night shifts at County Jail #3 shall be readjusted as outlined below:

NIGHT TEAM 1

SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
RDO WK WK WK WK RDO RDO RDO RDO WK WK WK RDO RDO

NIGHT TEAM 2

SAT SUN MON TUE WED THU FRI SAT SUN MON TUE WED THU FRI
WK RDO RDO RDO RDO WK WK WK WK RDO RDO RDO WK WK

2. Realignment

- 12-hour shift facilities shall realign twice annually, on the same schedule as eight-hour facilities. 8302/04 staff assigned to the 12-hour shift may chose, by seniority, either of the RDO patterns offered by the team on the watch to which they are assigned (Example: a deputy assigned to Night Team 1 may realign, by seniority, to Night Team 2). Deputies are not allowed to bid for different watches during realignment (Example: A deputy on Night Team 1 may not bid on a day team slot).

Revised 9/24/02

L-03

D-016



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

TO: The San Francisco Deputy Sheriff's Association
 FROM: Chief Deputy T. Arata #370
 REF: C/D:04-310
 DATE: December 17, 2004
 RE: **Proposal to Change the Minimum Staffing Levels at County Jail #9 on the 2nd and 3rd Watches**

The San Francisco Sheriff's Department Administration is proposing that the minimum staffing levels at County Jail #9 on the 2nd Watch (0700-1500 Hours) and the 3rd Watch (1500-2300 Hours) be changed as follows:

2nd Watch (0700-1500 Hour Watch)

	<u>Current Minimum Staffing</u>	<u>Proposed Minimum Staffing</u>
(Monday-Friday)	2 Supervisors & 14 Deputies	2 Supervisors & 13 Deputies
(Weekends/Holidays)	1 Supervisor & 11 Deputies	1 Supervisor & 11 Deputies

3rd Watch (1500-2300 Hour Watch)

	<u>Current Minimum Staffing</u>	<u>Proposed Minimum Staffing</u>
(Everyday Incl. Holidays)	1 Supervisor & 12 Deputies	1 Supervisor & 13 Deputies

The net change would be a decrease of one (1) deputy position on the day watch on weekdays and an increase of one (1) deputy position on the swing watch seven days a week.

The duties of the closed post position on the day watch during the week will be absorbed by another post position on the day watch during the week.

D-017

JULY 1, 2022 – JUNE 30, 2024

This additional post position on the swing watch is being proposed to provide a better foundation to handle the volume of bookings, releases and property room duties that occur on the swing watch on a daily basis.

The following will not change under this proposal:

- There would be no change with the minimum staffing level on the 1st Watch (2300-0700 Hours). There would be no changes in authorized vacation slots on the midnight watch.
- There would be no change in the number of authorized vacation slots on either the day watch or the swing watch from the present levels. The following authorized vacation slots would remain in effect:

Authorized Vacation Slots

Day Watch
2 Supervisors & 3 Deputies

Swing Watch
1 Supervisor & 2 Deputies

In the future, the number of authorized sworn personnel assigned to both the day watch and the swing watch may need to be adjusted to effect this change without causing any additional departmental costs. However, any change in the number of authorized sworn personnel for the day or swing watch will not change the total overall authorized staffing level for County Jail #9. The total authorized staffing level for County Jail #9 will remain at 78 sworn personnel.

There would be no other changes under the terms of this agreement.

EFFECTIVE 01/01/05

Implementation will occur upon a signed agreement between the DSA and the SFSD Administration and subsequent notice to departmental members.

For the SFSD: Jan Dempsey
Jan Dempsey, Undersheriff

For the DSA: Dave Wong
Dave Wong, President

Date: 12/21/04

Date: December 21, 2004



DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS

CCSF NEGOTIATIONS 2014

**Deputy Sheriffs'
Association**

**SIDE LETTER REGARDING EARNING AND
USING COMPENSATORY TIME OFF**

For classifications in this bargaining unit, the language in the Memorandum of Understanding shall be interpreted and understood to provide as follows: an employee with a maximum compensatory time off (CTO) balance (e.g., 160 hours) will not accrue any additional compensatory time until the said balance drops below the maximum compensatory time off balance (e.g., 160 hours), at which time the employee may again accrue CTO to the maximum limit. The CTO earn and accrual maximums are pursuant to the parties' Memorandum of Understanding outlined under Article III.D. Overtime Compensation.

FOR THE CITY

FOR THE UNION


Christina Fong
Chief Negotiator

5/1/14
Date


Peter Hoffmann
Chief Negotiator

5/1/2014
Date

CONFIDENTIAL

italics = moved existing language hold, double underline = new language
~~struck-out, italics~~ = existing language prior section ~~struck-out~~ = removed language

San Francisco Sheriff's Department



INTER-OFFICE CORRESPONDENCE
SHERIFFS SIDE LETTER COUNTER #1
8/11/16

The San Francisco Sheriff's Department (SFSD) and the San Francisco Deputy Sheriff's Association (SFDSA) recognize that the ongoing departmental staffing issues arising from the current lack of sworn personnel has resulted in extraordinary demands on existing SFDSA members.

Effective upon signing this side letter agreement, the Michael Marcum memo dated December 20th, 2010 (AS 2010-35) is suspended until March 1, 2017.

The detailing of personnel across division lines will be permitted under the following circumstances:

1. The SFSD will comply with SFSD policy 03-20, which outlines the posting of overtime for sworn staff.
2. Detailing across divisional lines will never be used to replace voluntary posted overtime.
3. Determination of staffing needs will not include planned detailing across division lines.
4. After determining that no personnel have volunteered for the available overtime, the SFSD will then attempt to fill staffing needs by detailing personnel first within their respective divisions.
5. If the staffing need exists in another division, the SFSD may then detail personnel across divisional lines to address the issue.
6. Personnel being detailed will be placed in positions best reflecting their training, experience, and skill level.
7. This agreement in no way impacts the Sheriff's ability to detail personnel under emergency or extraordinary circumstances.


For the Sheriff's Department

9/14/16
date


For the DSA

9/14/16
date

SIDE LETTER AGREEMENT | CROSSING DIVISION LINES

I. General

The San Francisco Sheriff's Department ("SFSD") and the San Francisco Deputy Sheriffs' Association ("DSA") recognize that the ongoing staffing crisis arising from the lack of qualified sworn personnel has resulted in extraordinary demands on existing DSA members.

Effective upon signing this Side Letter Agreement and continuing until October 1, 2016, the SFSD will be permitted to detail sworn personnel across division lines, however, this will only be permitted as a last resort, after exhausting all available alternative measures. After October 1, 2016, the SFSD will restore the policy and practice set forth in AS 2010-035 (dated December 20, 2010 and signed by Undersheriff Michael Marcum) prohibiting the practice of detailing 8302/8304/8504 classifications outside of their assigned divisions.

II. Exhaustion of Available Alternative Measures

The detailing of personnel across divisions lines will only be permitted under the following circumstances:

1. The SFSD will first attempt to fill all staffing needs by posting for voluntary overtime sign-ups. Pursuant to SFSD Policy 03-20, the SFSD will make good faith efforts to post reasonably anticipated staffing needs at least ten (10) days in advance. The SFSD will continue to update the voluntary overtime post until such time as voluntary overtime cannot fulfill the staffing needs, including an allowance for voluntary overtime with less than 24 hours advance notice. Determination of staffing needs will not include planned detailing across division lines.
2. The SFSD will then attempt to fill any remaining staffing needs by detailing personnel within their respective divisions.
3. The SFSD will then attempt to fill any remaining staffing needs by drafting personnel within their respective divisions.

The SFSD will only be permitted to detail personnel across division lines after exhausting these efforts and determining that additional staffing needs are required.

III. Further Limitations When Detailing Across Division Lines

APPENDIX D

A. Custody Operations Division

Due to staffing needs and limited training opportunities in the Custody Operations Division, no personnel assigned to the Custody Operations Division shall be detailed across division lines.

B. Institutional Police (IP)

Given the SFSD requirement that sworn personnel must complete a minimum four (4) hour training course to work in the Institutional Police (IP), only personnel that have completed the required training will be detailed across division lines to work IP.

C. Courts

Only personnel from the Field Services Division and Administrative Division may be detailed across division lines to work in the Courts.

SFSD Proposal for SFMTA Chain of Command to DEM

March 29, 2016

PROPOSAL

Proposal: It is the desire of the San Francisco Sheriff's Department (SFSD) to have staff assigned to the San Francisco Municipal Transportation Agency (SFMTA) fall under the direct supervision of the Department of Emergency Management Unit (DEM). DEM has twenty-four hour coverage and is able to support the SFMTA operation.

HISTORY

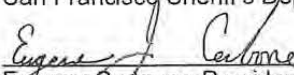
In July of 2015, SFSD and SFMTA entered into a pilot program in which SFSD provided law enforcement services at the SFMTA Customer Service Center building, located at 11 South Van Ness Avenue. In December of 2015 SFSD and SFMTA decided to make this working agreement permanent. During the pilot program SFSD staff assigned to the SFMTA reported directly to the SFSD Field Operations Division (FOD) administration.

IMPLEMENTATION

This Letter of Agreement (LOA) will begin on Saturday, April 9, 2016. The following will take place:

- a. SFSD administration will send out a department wide memo announcing the change.
- b. SFMTA staff will report directly to DEM supervisors. DEM will maintain records for the SFMTA operation. This will include daily staffing and overtime.
- c. DEM will provide staffing support to SFMTA in the same manner as the SFSD City Hall Security Unit (CHSU) provides for CARC.

Carl Koehler, Undersheriff
San Francisco Sheriff's Department



Eugene Cerbone, President
San Francisco Deputy Sheriffs' Association

Date

Date 3-29-16



DEPARTMENT OF HUMAN RESOURCES
EMPLOYEE RELATIONS DIVISION

CCSF NEGOTIATIONS 2001

DSA

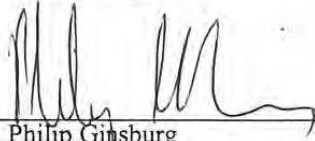
Date: May 1, 2001

NEW SECTION, insert at end of Section IIIM, Retirement Pick-Up:

If through a charter amendment the voters improve safety retirement benefits for members of the San Francisco Employees Retirement System ("SFERS"), the City agrees to recommend to the Board of Supervisors that, in accordance with the Government Code, the City's contract with PERS be amended to provide a comparable benefit level for employees covered by this Agreement.

Tentative Agreement:

FOR THE CITY

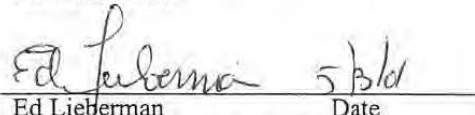


Philip Ginsburg
Chief Negotiator for the City

5-03-01

Date

FOR THE DEPUTY SHERIFFS
ASSOCIATION



Ed Lieberman
Chief Negotiator, Deputy Sheriffs
Association

5/3/01

Approved As To Form:
Louise Renne, City Attorney

J.F.
5/3/01

Linda Ross Date
Chief Labor Attorney

italics = moved existing language **bold, double underline** = new language
~~struck out, italics~~ = existing language prior section ~~struck out~~ = removed language



San Francisco Sheriff's Office

INTER-OFFICE CORRESPONDENCE

Date: April 28, 2020
Reference: US2020-045

To: Ken Lomba, SFDSA President
From: Undersheriff Freeman #2 *MF*
Re: Watch Minimums

On April 3, 2020, I wrote to you to inform on the limited department mobilization and temporary suspension of watch minimums as outlined in appendix B of the respective collective bargaining agreements (CBA). Since that time, the jail facilities have been operating one below the watch minimums as identified in the CBA. While the jail count continues to decline, the departments' deployment to support city wide pandemic operations continues to increase.

As of Tuesday, April 28, 2020 the jail count is: **725** (includes CJ#1 and Wards)

- CJ#2: 200 / 43% occupancy
- CJ#4: 130 / 33% occupancy
- CJ#5: 379 / 49% occupancy
- **Total: 709 / 43% occupancy**

A further (temporary) reduction in jail watch minimums is therefore in order. Effective Wednesday, April 29, 2020, the following watch minimums shall be adhered to: **modified based on input received from command personnel and bargaining units – changes in bold**

	<u>23:00-07:00 / 23:00-07:00 (sat,sun,hol)</u>		<u>07:00-15:00 / 07:00-15:00 (sat,sun,hol)</u>		<u>15:00-23:00 / 15:00-23:00 (sat,sun,hol)</u>	
CJ#1	1/8	1/8	1/11	1/9	1/11	1/11
CJ#5	2/20	2/20	2/33	2/33	2/31	2/31
	<u>19:00-23:00 / 23:00-07:00 / 07:00-19:00 (mon-fri) / 07:00-19:00 (sat,sun,hol)</u>					
CJ#2	1/14	1/13	2/19	2/19		
	<u>19:00-07:00 / 19:00-07:00 (sat,sun,hol)</u>		<u>07:00-19:00 / 07:00-19:00 (sat,sun,hol)</u>			
CJ#4	1/8	1/8	1/16	1/16		

There is no change to the number of personal time off slots. These watch minimums will remain in effect until noticed otherwise.

Thank you.

C: Sheriff Miyamoto, Assistant Sheriff Johnson, Chief Fisher-Paulson, Chief Fisher, Chief Jackson, CFO Hollings, CA Ofierski, DHR Isen

D-025

City and County of San Francisco

OFFICE OF THE SHERIFF



Michael Hennessey
SHERIFF

(415) 554-7225

Don Wilson, President
San Francisco Deputy Sheriff's Association
444 6th Street
San Francisco, CA 94103

December 20, 2010
AS 2010-035

Dear President Wilson:

Pursuant to our discussions and agreement, effective January 1, 2011:

- 1) The SFSD will suspend the practice of detailing of 8302/8304 classifications to units or facilities outside of their assigned division.
- 2) We will extend the satellite term of employees equal to the number of days the employee is involuntarily detailed outside of their assigned unit. (We will have further discussions to determine the appropriate method and schedule of documentation.)
- 3) We will follow Overtime Policy I-22 when we detail within Divisions.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Marcum".

Michael Marcum
Assistant Sheriff

cc: Sheriff Hennessey
Undersheriff Cunnie
Chief Waters
Chief Butler
Chief Brin
Captain James
Captain Gorwood
Freya Horne

City and County of San Francisco



Department of Human Resources

ANDREA R. GOURDINE,
HUMAN RESOURCES DIRECTOR

Employee Relations Division

SUSAN H. MOSK
LEAD NEGOTIATOR

**CITY AND COUNTY OF SAN FRANCISCO'S
LAST, BEST AND FINAL OFFER
DEPUTY SHERIFF'S ASSOCIATION ARBITRATION
MAY 12 AND 13, 1998**

The City offers the following as its last, best and final offer to the Deputy Sheriff's Association for the CBA commencing July 1, 1998:

1. TERMS: Three years, contract to expire July 1, 2001.
2. WAGE: ~~4.50% per year (3.50% effective July 1, 1998, 1.0% effective January 1, 1999, and in each of the remaining two years: 2.50% July 1st and 2.0% January 1st).~~
5 in year 1 - 3.5 and 1.5
3. ~~NIGHT DUTY PREMIUM: Increase of 1.5% for a total of 8% premium.~~
4.5 in year 2 - 2.5 and 2
4.5 in year 3 - 2.5 and 2 *SMY*
4. ACTING ASSIGNMENT PAY: Employees must work 21 consecutive days of out of class service, before they are eligible for acting assignment pay. The City does NOT agree to the DSA proposal to delete the requirement that the position to which the employee is assigned be a budgeted position.
5. P.O.S.T. PREMIUM: Converting the \$40 and \$80 flat rate to respective percentage of 2.18% and 4.36%. To increase those percentages to 4% for intermediate P.O.S.T. and 6% for advance P.O.S.T. premiums. *employees sal.*
6. OVERTIME COMPENSATION: Current CBA language plus a provision requiring the Employee Relations Division to issue its letter no later than ten (10) days after receiving the Sheriff's written request. *L*
7. AMERICANS WITH DISABILITIES ACT: The City agrees to the following, subject to City Attorney approval as to form:

Americans with Disabilities Act ("ADA"). The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the ADA and further agree that this agreement will not be interpreted, administered or applied in any manner which is inconsistent with said Act. The City reserves the right to take any action necessary to comply therewith; however, such action does not include the right to create light duty assignments or the requirement of the Department to accommodate any individual who is incapable of performing the essential job duties as determined by the Sheriff.

8. GRIEVANCE PROCEDURE: See attached.

9. ZIPPER CLAUSE:

The parties agree that the **current** Departmental 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 8.409-3 of the Charter.

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

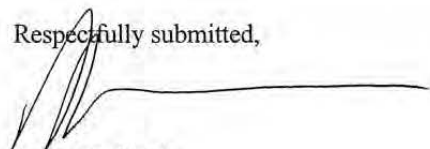
10. 8302: That all 8302 employees, after completing 12 months in the 8302 classification would move to salary level of step one, Class 8304. All probationary and current requirements for the Class 8302 will be maintained. An 8302 employee would move to salary step level two of Class 8304 on the one year anniversary date after achieving step level one.

11. STAFFING: *Status quo* of current county jail facilities as contained in the current CBA and Treasure Island minimums to be added to the CBA after Treasure Island is in operation for six months.

~~12. Uniform Allowance : City agrees to increase the Uniform Allowance twenty-five (\$25.00) dollars each year of the CBA. *any*~~

13. On any and all other issues the City proposes a *status quo* on the current CBA.

Respectfully submitted,


Susan H. Mosk
Lead Negotiator,
City and County of San Francisco

award

I.H. GRIEVANCE PROCEDURE

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.

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:

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

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.

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.

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

- 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.
 - c. All other issues shall be initiated at Step 1.
4. Steps of the Procedure. An employee 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 a **Association** representative present.
- 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 fifteen (15) 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.

The **facility or division commander** shall respond in writing within seven (7) calendar days following receipt of the written grievance.
 - 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 seven (7) 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.

(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 the **Association** is dissatisfied with the departments 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. The Director may convene a grievance meeting within fifteen (15) calendar days with the grievant and/or the grievant's **Association**. The

Director shall have thirty (30) calendar days after the receipt of the written grievance, or if a meeting is held, thirty (30) calendar days after the meeting, whichever is later, to review and seek resolution of the grievance and respond in writing.

- (2) For Disciplinary Grievances Only: A grievant 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 copies of both the grievant's appeal and the final written decision of the Administrative Appeals Board shall be forwarded to ERD.
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 thirty (30) calendar days of its receipt of the Step 3 response, that arbitration is being invoked.
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.
- a. Scheduling. **ERD** will reserve at least one day each month for grievances to be heard at Expedited Arbitration. Grievances will be scheduled for Expedited Arbitration on a first-come-first-served basis, with **ERD** having the authority to reschedule grievances or add additional Expedited Arbitration dates, as it deems necessary. Under no instance shall either the **Association** or the City (and its departments) have less than seven (7) days advance notice prior to the scheduling of an Expedited Arbitration, unless mutually agreed by the parties in writing. **ERD** will provide the **Association** with the schedule of Expedited Arbitration dates upon request.
- b. 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 **State Mediation and Conciliatory Board** ("SMCB"). As a condition of appointment to the SMCB's 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.

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.

- c. 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.**
 - d. 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.
7. Selection of an Arbitrator (not Expedited Arbitration). The parties shall establish a list of seven (7) arbitrators to serve as the permanent panel to hear grievances arising under the terms of this Agreement. In the event the parties cannot agree on the panel within thirty (30) days following the effective date of this Agreement, either party may obtain a panel through the appointment process of **the SMCB**. Any name provided by the SMCB may be removed from the panel by mutual consent of the parties. The SMCB will appoint a replacement for any name removed, unless the parties mutually agree on a replacement panelist.

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:

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

- 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.

Authority of the Arbitrator. **The decision of the arbitrator 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.

Costs of Arbitration. The direct expenses of the arbitration including the 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 arbitration 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.

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.

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

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.

T. RETIREMENT PICK-UP

The City shall pick-up the employee contribution to Retirement, over and above current contribution levels under Charter Section 8.506, as follows:

For the period October 1, 1995 through June 30, 1996, the City will contribute to the appropriate pension fund an additional:

- 2% of pension covered gross salary for old plan San Francisco Employee Retirement System (hereinafter "SFERS") members and new plan full rate members;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 2% of pension covered gross salary for Public Employees Retirement System (hereinafter "PERS") members.

For the period July 1, 1996 through June 30, 1997, the City will contribute to the appropriate pension fund an additional:

- 2% of pension covered gross salary for old plan and new plan full rate members of SFERS;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 1.8% of pension covered gross salary for old plan reduced members;
- 2% of pension covered gross salary for PERS members.

For the period July 1, 1997 through December 31, 1997, the City will contribute to the appropriate pension plan an additional:

- 2% of pension covered gross salary for old plan and new plan full rate members of SFERS;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 1.8% of pension covered gross salary for old plan reduced members;
- 2% of pension covered gross salary for PERS members.

For the period from January 1, 1998 on, the City will contribute to the appropriate pension plan an additional:

- 1.5% of pension covered gross salary for all SFERS;
- 1.3% of pension covered gross salary for new plan reduced rate SFERS members;
- 1.8% of pension covered gross salary for old plan reduced members;
- 1.5% of pension covered gross salary for all PERS members.

Should the employee's contribution as set by PERS and SFERS fall below the levels set forth in this section, the City's contribution shall be reduced accordingly.

The aforesaid contributions 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.

The City agrees to establish a study group, in which all collective bargaining units in the same PERS tier as the Association will be invited to participate, to determine the feasibility of crediting unused sick leave toward retirement. The results of the study will be considered for potential incorporation in future collective bargaining agreements.

RECEIVED
CENT. OFFICE OF THE SHERIFFS
SAN FRANCISCO
20 SEP 14 PM 12:13

SIDE LETTER OF AGREEMENT
BETWEEN
THE SHERIFF OF THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE SAN FRANCISCO DEPUTY SHERIFF'S ASSOCIATION

1. Parties

The parties to this Agreement are the Sheriff of the City and County of San Francisco and the San Francisco Deputy Sheriff's Association. The parties intend to agree only as to those matters within the charter authority of the Sheriff and the scope of representation for those classes represented by the Deputy Sheriff's Association. No agreement set forth herein shall be binding on any party or entity other than the Sheriff of the City and County of San Francisco and the San Francisco Deputy Sheriff's Association and each and every member of each classification it represents. All agreements set forth herein are subject to applicable Civil Service Rules and Charter provisions.

2. Purpose

The purpose of this agreement is to establish an understanding of the framework for advancement of qualifying appointees in classification 8302 Deputy Sheriff I to classification 8304 Deputy Sheriff and to agree to interpretations of certain qualifications and requirements within the authority and discretion of the Sheriff.

3. Advancement

A. Subject to the Civil Service Rules and the budget and fiscal provisions of the Charter, which include but are not limited to approval of funding and positions by the Mayor, Board of Supervisors and Controller, during the term of this agreement the Sheriff of the City and County of San Francisco will advance each qualifying 8302 Deputy Sheriff I to classification 8304 Deputy Sheriff upon successful completion of an 18 month probationary period in classification 8302 Deputy Sheriff I.

B. For the purposes of this agreement, "successful completion of an 18 month probationary period" shall mean that within the 18 month period beginning with the appointee's start work date with the Sheriff's Department the the 8302 Deputy Sheriff I appointee has successfully met each Civil Service Rule requirement; successfully completed all Departmental training; received satisfactory performance evaluations of all job performance requirements; and successfully completed all state certification requirements prescribed by the Commission on Peace Officer Standards and Training. For the purposes of this

agreement, successful completion of job performance requirements shall include off-duty conduct governed by applicable Charter provisions, Civil Service rules, and Department rules, policies and procedures as well as on-duty performance by appointees in classification 8302 Deputy Sheriff I.

C. Subject only to applicable Civil Service Rules governing extension of probationary periods and eligibility for advancement to classification 8304 Deputy Sheriff, no 8302 Deputy Sheriff I appointee who fails to successfully complete each and every requirement set forth in B above within the 18 month probationary period shall be advanced to classification 8304 Deputy Sheriff. The decision of the Sheriff as to an appointee's performance and continued eligibility for employment or advancement shall be final.

4. Term

The term of this agreement shall be identical to the term of the Agreement between the City and County of San Francisco and the Deputy Sheriff's Association dated September 9, 1994 approved by the Board of Supervisors on _____ by Resolution No. _____

Sheriff

Deputy Sheriff's Association

APPROVED AS TO FORM
LOUISE H. RENNE
CITY ATTORNEY

REVIEWED AND AUTHORIZED

Wendell L. Pryor
Human Resources Director

Deputy City Attorney

SAN FRANCISCO CIVIL SERVICE COMMISSION

CLASS TITLE: DEPUTY SHERIFF I

CODE: 8302

CHARACTERISTICS OF THE CLASS:

Under direct supervision, receives intensive training in the performance of a variety of duties relating to supervision of prisoners in custody; may receive training in organizing jail work programs and work crews, and general law enforcement duties in preparation for completion of the POST Academy requirements; and may perform other custodial duties as directed.

DISTINGUISHING FEATURES:

A Deputy Sheriff I is a peace officer trainee assigned to work under the supervision of a regularly employed Deputy Sheriff, except in satellite assignments, and is responsible for the custody and supervision of prisoners in a county jail. The class of Deputy Sheriff I is distinguished from that of Deputy Sheriff in that a Deputy Sheriff is a Peace Officer as defined in California Penal Code Section 830.1; possesses a POST Basic Certificate; and performs custodial, court, transportation, general law enforcement responsibilities, and other related duties. The Deputy Sheriff I is not assigned duties extending to the investigation of crimes or to the enforcement of general laws of the State of California. The class serves as a trainee under direct supervision of a regularly employed Deputy Sheriff, Senior Deputy Sheriff or higher ranking officer.

EXAMPLES OF DUTIES:

"Class specifications shall be descriptive of the class and shall not be considered a restriction on the assignment of duties not specifically listed." (CSC Rule 7)

1. Receives training and assists in supervising prisoners and maintaining order in county jails; this may include but is not limited to: techniques of checking jail security hardware, such as doors, locks and windows, for evidence of tampering or malfunction; techniques of prisoner movement control; techniques of cell searches and contraband detection; techniques of detecting and reporting criminal activity and violations of prisoner rules of conduct; and techniques of daily jail operations.
2. Receives training and assists in collecting and handling of prisoner property, clothing, and money; distribution and handling of jail clothing and bedding; supervision of prisoner work crews in culinary, laundry, janitorial, stock handling, garbage, farm and other jail details.

EXAMPLES OF DUTIES: (Cont.)

3. Receives training and assists in booking, classifying, and release of prisoners; and preparing, retrieving and maintaining other jail records.
4. Receives training in and assists with the use of restraint gear and restraint techniques, non-lethal chemical agents, defensive tactics, cardiopulmonary resuscitation and other first aid.
5. May receive training in techniques of supervision of mentally ill persons in custody.
6. May receive training in techniques of arrest, collection and preservation of evidence and preparation of accompanying documents.
7. May receive training in the use of firearms, baton and other weapons in compliance with existing laws, policies and procedures.

QUALIFICATIONS;

"The Examination Announcement shall be the official notice of an examination and shall provide the qualifications, dates and other particulars regarding the selection procedure. Applicants must be guided solely by the terms of the Examination Announcement." (CSC Rule 8)

Knowledge, Abilities and Skills: Requires ability to: deal tactfully and courteously with the public; control prisoners individually and in groups and deal with them on a fair and impartial basis; remain alert at all times and react quickly and calmly in an emergency; speak and write effectively; observe situations and write reports accurately and concisely; prepare and maintain accurate records and reports.

Special Requirement: Prior to appointment, a candidate must successfully meet the requirements of San Francisco Sheriff's Department administered background investigation. Additionally, appointees to positions in this class are required to successfully complete the course requirements of a State of California Certified Peace Officers Standards and Training Academy, a State of California Certified Basic Jail Training Course, the San Francisco Sheriff's Department Training Program and an 18-month probationary evaluation period, with overall performance ratings of Competent and Effective, or above.

License: Requires possession of a valid California Driver's Class C or III License.

Advancement: Appointees who successfully complete the special requirements listed above, and in the examination announcement, are eligible to be advanced to the class 8304 Deputy Sheriff. All other advancements to higher classes are based on competitive promotional examinations.

Date Adopted:

AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
THE DEPUTY SHERIFF'S ASSOCIATION

The parties have met and conferred regarding the removal of bargaining unit work from classification 8304 Deputy Sheriff and assignment of such work to a new classification 8302 Deputy Sheriff I. The parties have agreed to the following:

1. The 8302 Deputy Sheriff I class established by the Human Resources Director shall be the trainee class for the current class of 8304 Deputy Sheriff. The proposed class specification for the Deputy Sheriff I classification is attached for informational purposes. The Human Resources Director will consult with the Deputy Sheriff's Association prior to posting an announcement for the 8302 classification.

2. The parties agree to propose and support the creation of a new Civil Service Commission Rule governing the 8302 classification and advancement to the 8304 classification. A copy of the rule to be proposed and supported by the parties is attached hereto for informational purposes.

3. Assignment of functions

Without limitation to the appointing officer'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:

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

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

- (a) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail,
- (b) the security of the San Francisco Municipal and Superior Courts, and
- (c) the enforcement of civil processes within the City and County of San Francisco.

4. 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

APPENDIX D

Sheriff's Association and appropriate meet and confer in advance of such allocation having due regard for the following:

- (a) the current practices of other local law enforcement agencies within the State of California
- (b) the availability of training in the aforesaid functions as certified by the Commission on Peace Officer Standards and Training of the State of California, and
- (c) the quality of service to be provided by the Sheriff's Department
- (d) bargaining unit work performed prior to (1986)

5. The parties agree to support the Mayor's proposal to the Board of Supervisors regarding the wages, hours and other terms and conditions of employment for the new class 8302 appointees. A copy of the Mayor's proposal supported by the parties is attached hereto for informational purposes.


5. Upon ratification of the Mayor's proposal by the Board of Supervisors and implementation of the new Civil Service Rule, the 8302 class shall be provisionally assigned to bargaining unit 12 represented by the Deputy Sheriff's Association (DSA). This assignment shall be subject to a majority showing of interest which can be made in accordance with the Employee Relations Division policy.

6. The 8302 Deputy Sheriff I classification shall be used as the trainee class for 8304 Deputy Sheriff under the terms set forth in the final Civil Service Rule and Board of Supervisors ordinance until December 31, 1999. If, prior to December 31, 1999, neither party proposes to reopen the agreement regarding changes subject to meet and confer, the agreement is extended for an additional five years.

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

Dated: 9/9/94

Deputy Sheriff's Association


Wendell Pryor
Human Resources Director

APPROVED AS TO FORM

LOUISE H. RENNE
CITY ATTORNEY



Deputy City Attorney

38421

Rule 14 Appointments

Article VII: Employment in Class 8304 Deputy Sheriff and Class 8302 Deputy Sheriff I

Applicability: The provisions of Article VI, Rule 14, apply only to employees in Classes 8304 Deputy Sheriff and 8302 Deputy Sheriff I.

Sec. 14.38 **Preemption of Certain Civil Service Commission Rules**

Notwithstanding any other provisions of these Rules, employment in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff shall be administered as provided in this Rule.

Sec. 14.39 **Probationary Period for Class 8302 Deputy Sheriff**

14.39.1 Appointees in Class 8302 Deputy Sheriff I shall serve an eighteen (18) month probationary period.

14.39.2 Consistent with any valid Memorandum of Understanding covering this class, appointees in Class 8302 Deputy Sheriff I may be released by the Sheriff at any time during the probationary period. The decision of the Sheriff shall be final.

14.39.3 The probationary period for an appointee in Class 8302 Deputy Sheriff I shall be extended in accordance with existing Civil Service Commission Rules governing extension of the probationary period.

Sec. 14.40 **Advancement from Class 8302 Deputy Sheriff I to Class 8304 Deputy Sheriff**

14.40.1 Subject to the successful completion of the probationary period and such other terms and conditions as required by the Sheriff and approved by the Human Resources Director, the Sheriff shall have the authority to advance appointees in Class 8302 Deputy Sheriff I to a permanent entrance appointment in Class 8304 Deputy Sheriff.

14.40.2 Advancement as provided in this Rule shall not require a new probationary period.

Applicability: The provisions of Article VI, Rule 14, apply only to employees in Classes 8304 Deputy Sheriff and 8302 Deputy Sheriff I.

Sec. 14.40 **Advancement from Class 8302 Deputy Sheriff I to Class 8304 Deputy Sheriff (cont.)**

14.40.3 With the approval of the Human Resources Director, an appointee in class 8302 Deputy Sheriff I who has, in the sole discretion of the Sheriff, successfully performed each and every requirement necessary for successful completion of the probationary period, but through no fault of the appointee, completes the 18 month probationary period prior to successful completion of all state certification requirements prescribed by the Commission on Peace Officer Standards and Training (POST), may be advanced to 8304 Deputy Sheriff subject to a probationary period which shall extend from the date of appointment to the 8304 Deputy Sheriff class to the date upon which POST certifies that the appointee has successfully completed all state-mandated requirements.

14.40.4 For purposes of the Human Resources Director's approval of advancement under this section, a finding of "no fault of the appointee" shall include but not be limited to administrative delay by the Sheriff's department, lack of available training funds, or such other circumstances beyond the control of the appointee, but not related in any way to the appointee's performance.

14.40.5 Except as set forth above, appointees in class 8302 Deputy Sheriff I who fail to successfully complete each and every POST certification requirement and such other terms and conditions as required by the Sheriff and approved by the Human Resources Director during the 18 month probationary period, shall be deemed to have failed to have and maintain all necessary qualifications for the position and shall be subject to immediate removal.

Sec. 14.41 **Seniority of Appointees in Class 8304 Deputy Sheriff Upon Advancement**

Seniority in Class 8304 Deputy Sheriff shall be determined by the date of permanent certification from and rank on the eligible list for Class 8302 Deputy Sheriff I.

Sec. 14.42 **Layoff in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff**

Layoffs in Class 8302 Deputy Sheriff I and Class 8304 Deputy Sheriff shall be as provided elsewhere in these Rules, except that, all appointees in Class 8302 Deputy Sheriff I shall be laid off before the layoff of any appointees in Class 8304 Deputy Sheriff shall occur.

City and County of San Francisco

Civil Service Commission

Applicability: The provisions of Article VI, Rule 14, apply only to employees in Classes 8304 Deputy Sheriff and 8302 Deputy Sheriff I.

Sec. 14.43 **No Reversion Rights**

Except through new examination or except as provided elsewhere in this Article, appointees separated or advanced from Class 8302 Deputy Sheriff I shall not be eligible to reinstate to or reoccupy positions in Class 8302 Deputy Sheriff I, for any reason.

Sec. 14.44 **Reappointment of Separated Employee**

- 14.44.1 Subject to the approval of the Sheriff, a former employee under permanent civil service appointment in Class 8302 Deputy Sheriff I who separated during the probationary period because of failure to successfully complete the required peace officer training and who subsequently completes this training at their own expense may, upon written request and within 18 months from the separation date, be reappointed to a vacant position in Class 8302 Deputy Sheriff I.
- 14.44.2 When reappointed, the employee shall enter the service as a new appointee with no rights based on prior service except that which may specifically be provided in these Rules or by ordinance.
- 14.44.3 When reappointed, the employee shall complete a new probationary period unless the Sheriff allows full or partial credit for prior service.
- 14.44.4 The decision of the Sheriff in all matters delegated under this section shall be final and shall not be subject to appeal to the Civil Service Commission or review through any other dispute resolution procedure.
- 14.44.5 The Human Resources Director shall provide procedures for implementing this section.

Office of the Mayor
SAN FRANCISCO



FRANK M. JORDAN

September 8, 1994

Honorable Angela Alioto
President, Board of Supervisors
City Hall - Room 235
San Francisco, California 94102

Dear Supervisor Alioto:

Pursuant to Charter Section 8.409-1, and subject to Civil Service Rules applicable to miscellaneous employees, the Mayor hereby proposes the following wages, hours and other terms and conditions of employment for the new classification of 8302 Deputy Sheriff I which has been created to support the opening of the new jail. In making this proposal, the Department of Human Resources has met and conferred with the Deputy Sheriff's Association regarding the removal of bargaining unit work form classification 8304 Deputy Sheriff. This proposal, along with new Civil Service Rules and the class specification (attached for informational purposes) are the result of cooperative efforts between the Deputy Sheriff's Association and the Human Resources Department and are fully supported by the Deputy Sheriff's Association.

1. Wages

All appointments to classification 8302 Deputy Sheriff I shall be compensated at the rate of \$1191 bi-weekly for the entire term of their appointment. Except as specifically set forth below this amount shall be the full and total compensation for all work performed as an 8302 Deputy Sheriff I. In no event shall the salary rate of an incumbent be retroactively increased. If the 8304 Deputy Sheriff classification is granted a salary increase due to final judicial or administrative decision, the salary of classification 8302 shall be increased by the same percentage granted to the 8304 classification. Under no circumstances shall a compensation increase of any kind for classification 8302 be proposed or effective prior to July 1, 1995.

2. Additional Pay

Qualifying appointees to the 8302 classification shall be paid the following additional pay:

- a. Night Differential - 6.25% above hourly base rate for each hour of work actually performed between the hours of 5:00 p.m. and 7:00 a.m.
- b. Overtime - 1.5 times the base hourly rate for each hour of work assigned by the appointing officer to be performed after 8 hours actually worked in a day or 40 hours actually worked in a week.
- c. Holiday Pay - holidays or holiday pay equal to but not to exceed the holidays or holiday pay provided to miscellaneous employees pursuant to SSO section VIA-F.

200 CITY HALL, SAN FRANCISCO, CALIFORNIA 94102

(415) 554-5141

RECYCLED PAPER
D-045

Honorable Angela Alioto
Letter/September 8 1994

Page Two

3. Advancement

The Board of Supervisors agrees to provide sufficient funding through fiscal year 1998-99 to allow the Sheriff to advance all incumbent, qualifying, 8302 Deputy Sheriff I appointees to 8304 Deputy Sheriff in accordance with Civil Service Rules and departmental policy.

4. Disability Pay

When an 8302 Deputy Sheriff I is absent by reason of a work-related injury or illness, the 8302 Deputy Sheriff I shall be eligible for supplemental benefits during the period of any temporary disability, but not to exceed one year. The amount of the supplemental benefit payable shall be 100% of the employee's compensation, less required payroll deductions and less the sum of any payments to which the employee may be entitled under the Workers' Compensation and Insurance Chapters of the Labor Code. Any supplemental benefits paid herein shall be considered as a credit which may be applied to any permanent disability award or settlement.

5. Retirement Benefits

At the time of permanent appointment to 8302 Deputy Sheriff I class, a new employee will be a member of SFERS miscellaneous plan until such time as the person is appointed as an 8304 Deputy Sheriff and becomes a PERS member.

6. Health Benefits

Classification 8302 Deputy Sheriff I shall receive the same health and dental benefits provided to classification 8304 Deputy Sheriff.

7. Grievance Procedure

The applicable grievance procedure for the 8302 Deputy Sheriff I is the one contained in Civil Service Commission Rule 18 Employee Relations-Grievance Procedure.

Sincerely,


Frank M. Jordan
Mayor

FMJ/jw:mc

- cc: Supervisor Sue Bierman
- Supervisor Anne Marie Conroy
- Supervisor Terence Hallinan
- Supervisor Tom Hsieh
- Supervisor Barbara Kaufman
- Supervisor Willie Kennedy
- Supervisor Susan Leal
- Supervisor Bill Maher
- Supervisor Carole Migden
- Supervisor Kevin Shelley

D-046

City and County of San Francisco



Department of Human Resources

WENDELL L. PRYOR,
HUMAN RESOURCES DIRECTOR

September 14, 1994

Mr. Ed Lieberman
Business Manager
Deputy Sheriffs' Association
5 Thomas Mellon Circle, Suite 266
San Francisco, CA 94134

Dear Mr. Lieberman:

In response to the concerns raised at the September 13, 1994 meet and confer session, the following items are attached for agreement by the parties.

1. The inserts or amendments to proposed Civil Service Commission Rule 12A are attached. These changes are a result of further clarification in the discussions regarding the City's proposal and were contained in the proposed side letter agreement between the Sheriff and the Deputy Sheriffs' Association. Since they involve amendments to Civil Service Commission Rules concerning the probationary period, it was necessary that the proposed amendments be included in the Rule that will be before the Civil Service Commission on September 19.

2. A side letter of agreement between the Sheriff, Deputy Sheriffs' Association and the City regarding advancement of Deputy Sheriff I employees is also attached.

3. I have been advised by the Controller's Office that removal of the "Z" Symbol for Captains has been approved.

4. Regarding the assurances that the proposed job specification for Deputy Sheriff I will not be changed subject to appeal to the Civil Service Commission by mutual agreement of the parties, I am advised by the City Attorney's Office that the Civil Service Commission still retains jurisdiction over the job specification and my assurances are subject to their appeal. However, it is my intent that the Human Resources Director shall not initiate or support on behalf of the City any changes to the proposed job specification except by mutual agreement and subject to appeal to the Civil Service Commission.

5. The Mayor's proposal will be amended in paragraph I - Wages, to indicate that should a compensation increase result from final judicial or administrative decision for the 8304 Deputy Sheriff classification prior to July 1, 1995, such increase in compensation for classification 8302 Deputy Sheriff I shall be effective on July 1, 1995.

6. The language on line 15 of the proposed ordinance is necessary to continue the salary, benefits, and working conditions for the proposed classification of 8302 Deputy Sheriff I through the term of the agreement otherwise the annual appropriation ordinance and the annual salary ordinance would have to be amended annually to reflect our agreement.

Mr. Ed Lieberman
1994

-2-

September 14,

The above represents our progress and efforts to date regarding the meet and confer with the Deputy Sheriffs' Association as to the establishment of the proposed new class 8302 Deputy Sheriff I. Please be advised that in order for the Civil Service Commission to adopt the proposed Rule on Monday, September 19, 1994, and the Board to timely consider adoption of the appropriate ordinance and resolution, that the Civil Service Commission must post the proposed Rule for adoption by noon tomorrow, September 15, 1994. If I do not hear from you in writing by 9:00 a.m., September 15, 1994, I will assume consistent with the foregoing provisions which enumerate my understanding of what we have agreed to that the meet and confer process is concluded thereby allowing for posting of the proposed Civil Service Commission Rule with the amendments referenced above.

Should you have any questions, please contact me immediately at 554-4722, beeper no. 807-7081, or at home this evening at 931-6101.

Very truly yours,


Wendell L. Pryor
Human Resources Director

cc: Walt Thomas

D-048

JULY 1, 2022 – JUNE 30, 2024

FILE NO _____

ORDINANCE NO. _____

1 (Salary and Benefits)

2 AN ORDINANCE SETTING THE SALARY, BENEFITS AND WORKING CONDITIONS
3 FOR THE NEW UNREPRESENTED CLASSIFICATION 8302 DEPUTY SHERIFF I.

4 Be it ordained by the People of the City and County of San
5 Francisco.

6 Section 1. Pursuant to Charter section 8.409-1 the Mayor
7 with the approval of the Board of Supervisors and consistent with
8 the Civil Service Commissions rules and procedures may annually
9 set the wages, hours, benefits and other terms and conditions of
10 employment for unrepresented employees. The Mayor has proposed
11 such wages, hours, benefits and other terms and conditions of
12 employment for the new classification of 8302 Deputy Sheriff I.
13 The Board of Supervisors hereby approves the Mayor's proposal and
14 implements its fiscal provisions to be effective September
15 1994. The provisions of this ordinance shall continue in effect
16 until amended or superceded by action of the Board of
17 Supervisors. A copy of the Mayor's proposal so approved and
18 implemented is on file in the office of the Board of Supervisors.

19
20 APPROVED AS TO FORM

21 LOUISE H. RENNE
22 CITY ATTORNEY

23 *Vicki A. Clayton*
24 VICKI A. CLAYTON
25 Deputy City Attorney

BOARD OF SUPERVISORS



OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



PAUL MIYAMOTO
SHERIFF

Date: May 28, 2020
Reference: US2020-060

SIDE LETTER AGREEMENT

The Jail Wards at San Francisco General Hospital is a work location / assignment in the San Francisco County Sheriff's Office. The Jail Wards Unit resides within the Custody Operations Division and reports up through the Facility Commander of County Jail #2.


Pursuant to Section III.B.3, paragraph 117, of the MOU in effect July 1, 2019 - June 30, 2022, the Sheriff's Office and the Deputy Sheriff's Association mutually agree that the Jail Wards Unit will transition from a 5/8 work schedule to the 3/12 work schedule effective, Saturday, May 30, 2020.

- The Day Team watch minimum is: 1/5 Mon-Fri & 0/3 Sat-Sun
- The Night Team watch minimums is: 0/3 Mon-Fri & 0/3 Sat-Sun

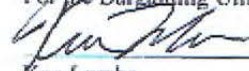
The 3/12 work schedule shall be reviewed semi-annually by the Sheriff's Office to evaluate favorable or unfavorable changes as a result of this change in work schedule. The evaluation metrics include, but are not limited to, overtime costs, FLSA compensation, overtime hours worked, mandatory drafts as a proportion of all overtime, sick leave usage and employee injuries. The evaluations shall occur in December and June of each year. A failure to complete this task is not grievable.

Either the Sheriff's Office or the DSA may provide at a minimum 30 days-notice should it exercise its discretion to withdraw its approval for the 3/12 schedule. If the parties cannot reach an agreement on an alternative mutually agreeable schedule within 30 days of that notice, the Jail Wards Unit schedule shall revert to the 5/8 work schedule as set forth in Section III.B.2.

For the Sheriff's Office:

 / Date: 05/28/20
Matthew Freeman
Undersheriff #2

For the Bargaining Unit:

 / Date: 5/28/2020
Ken Lomba
SFDSA President

C: Sheriff Miyamoto, Assistant Sheriff Johnson, Chief Fisher-Paulson, Chief Fisher, Chief Jackson, Captain Murphy, Margaret Baumgartner, Rafal Ofierski, Carol Isen

Phone: 415 554-7225 Fax: 415 554-7050
Website: sfsheriff.com D-050heriff@sf.gov.org

JULY 1, 2022 – JUNE 30, 2024



**OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



**PAUL MIYAMOTO
SHERIFF**

Date: August 18, 2020
Reference: US2020-075

SIDE LETTER AGREEMENT

The Classification Unit is a work location / assignment in the San Francisco County Sheriff's Office. The Classification Unit resides within the Custody Operations Division and reports up through the Chief Deputy of the Custody Operations Division.


Pursuant to Section III.B.3, paragraph 117, of the MOU in effect July 1, 2019 – June 30, 2022, the Sheriff's Office and the Deputy Sheriffs' Association mutually agree that the Classification Unit will transition from a 5/8 work schedule to the 4/10 work schedule effective June 27, 2020.

- The Day Team watch minimum is: 1/7 Mon-Fri & 1/3 Sat-Sun
- The Night Team watch minimum is: 1/3 Mon-Fri & 1/2 Sat-Sun


The 4/10 work schedule shall be reviewed semi-annually by the Sheriff's Office to evaluate favorable or unfavorable changes as a result of this change in work schedule. The evaluation metrics include, but are not limited to, overtime costs, FLSA compensation, overtime hours worked, mandatory drafts as a proportion of all overtime, sick leave usage and employee injuries. The evaluations shall occur in December and June of each year. A failure to complete this task is not grievable.

Either the Sheriff's Office or the DSA may provide at a minimum 30 days-notice should it exercise its discretion to withdraw its approval for the 4/10 schedule. If the parties cannot reach an agreement on an alternative mutually agreeable schedule within 30 days of that notice, the Classification Unit shall revert to the 5/8 work schedule as set forth in Section III.B.2.

For the Sheriff's Office:


Matthew Freeman
Undersheriff #2

For the Bargaining Unit:


Ken Lomba
SFDSA President

C: Sheriff Miyamoto, Assistant Sheriff Engler, Chief Johnson, Chief Fisher-Paulson, Chief Jackson, Captain McConnell, Captain Murphy, Captain Tilton, Margaret Baumgartner, Rafal Ofierski, Carol Isen

Phone: 415 554-7225 Fax: 415 554-7050
Website: sfsheriff.com Email: sheriff@sfgov.org

D-051

JULY 1, 2022 – JUNE 30, 2024



San Francisco Sheriff's Office

INTER-OFFICE CORRESPONDENCE

Date: August 28, 2020
Reference: US2020-077

To: Ken Lomba (SFDSA)
From: Undersheriff Freeman #2 *MF*
Re: County Jail #2 Team Minimums

Overview

The Sheriff's Office will vacate all inmate housing from County Jail #4 by Friday, September 4, 2020. Thirty-six SFDSA represented members will be reassigned from CJ#4 to CJ#2 effective Saturday, September 5, 2020. CJ#4 will be renamed the CJ#2 Annex. In order to operate the CJ#2 Annex, four post positions will be added to the existing team line ups at County Jail #2.

Existing Team Minimums for County Jail #2

The normal team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'21 07:00-19:00 (S - S) = 2'22
19:00-23:00 (7 days) = 1'16 23:00-07:00 (7days) = 1'14

The Covid-19 team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'19 07:00-19:00 (S - S) = 2'19
19:00-23:00 (7 days) = 1'14 23:00-07:00 (7days) = 1'13

New County Jail #2 Team Minimums – Effective Saturday, September 5, 2020

The Covid-19 team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'24 07:00-19:00 (S - S) = 2'22
19:00-23:00 (7 days) = 2'17 23:00-07:00 (7days) = 2'16

New County Jail #2 Team Minimums – Effective TBD

The normal team minimums for County Jail #2:

07:00-19:00 (M - F) = 2'26 07:00-19:00 (S - S) = 2'25
19:00-23:00 (7 days) = 2'20 23:00-07:00 (7days) = 2'18

C: Sheriff Miyamoto, Assistant Sheriff Engler, Chief Johnson, Chief Fisher-Paulson, Chief Fisher, Captain McConnell, Captain Murphy, Captain Quanico, Captain Colmenero, Captain Tilton

D-052



Employee Relations

City and County of San Francisco
Department of Human Resources

CCSF NEGOTIATIONS 2019

Deputy Sheriffs' Association

TENTATIVE AGREEMENT

The parties mutually agree to incorporate the following language in the next Memorandum of Understanding ("MOU"), effective July 1, 2019. The parties further agree that this tentative agreement is subject to approval as to form by the City Attorney's Office and is subject to approval by the Board of Supervisors.

By signing below, the parties agree to recommend approval of this tentative agreement.

**SIDE LETTER AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO
AND DEPUTY SHERIFF'S ASSOCIATION OF SAN FRANCISCO**

Section III.M. Retirement of the Agreement between the City and the Association provides that in addition to paying any required employee retirement contribution, bargaining unit members in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C Contribution"). The City has notified the Association and employees represented by the Association that from July 1, 2017 to April 19, 2019, the City under-deducted employees' Prop. C Contributions by 1.0%. The City has calculated that employees represented by the Association owe a total of One Million, One Hundred and Nine Thousand, Four Hundred Dollars, and Seventy-Nine Cents (\$1,109,400.79) (the "Unpaid Prop. C Contributions"). As part of the economic terms reached by the parties in negotiating the successor Agreement to be effective July 1, 2019, the City has agreed to waive collection of the Unpaid Prop. C Contributions. This Unpaid Prop. C Contribution is recognized as a cost to the City in the successor Agreement.

Tentative Agreement:

FOR THE CITY

FOR THE ASSOCIATION



Carol Isen Date 5/13/19



Michael Jarvis Date 5/11/19

Approved As To Form:

Katharine Hobin Porter Date

**COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION**

JULY 1, 2022 – JUNE 30, 2024



San Francisco Sheriff's Department

INTER-OFFICE CORRESPONDENCE

LETTER OF AGREEMENT – L-44

TO: Dave Wong
President – Deputy Sheriff's Association

FROM: Chief Al Waters
Sheriff's Department Negotiation Team

DATE: Thursday, October 11, 2007

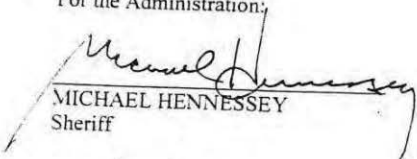
SUBJ: **Overtime Policy I-22 – Involuntary Overtime Draft**

The San Francisco Sheriff's Department Policy and Procedure; Overtime I-22, section III.D.6 states: *An employee may not be involuntarily drafted to work more than 16 total hours or more than three times from RDO to RDO.*

In order to clarify this section of the overtime policy, the Department and the Deputy Sheriffs' Association (DSA) agreed to the following language to replace section III.D.6.

6. Except in an emergency, an employee on duty may not be involuntarily drafted:
 - a. to work more than 16 total hours in a 24-hour period;
 - b. to work more than 16 consecutive total hours in a 24-hour period; and/or
 - c. more than three (3) times from his/her RDO to RDO.

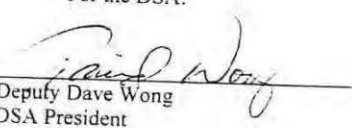
For the Administration;


 MICHAEL HENNESSEY
 Sheriff

Date

11/26/07

For the DSA:


 Deputy Dave Wong
 DSA President

Date

11/12/2007

D-010

COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2024

COLLECTIVE BARGAINING AGREEMENT
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2022 – JUNE 30, 2024



**SIDE LETTER REGARDING EARNING AND
USING COMPENSATORY TIME OFF**

For classifications in this bargaining unit, the language in the Memorandum of Understanding shall be interpreted and understood to provide as follows: an employee with a maximum compensatory time off (CTO) balance (e.g., 160 hours) will not accrue any additional compensatory time until the said balance drops below the maximum compensatory time off balance (e.g., 160 hours), at which time the employee may again accrue CTO to the maximum limit. The CTO earn and accrual maximums are pursuant to the parties' Memorandum of Understanding outlined under Article III.D. Overtime Compensation.

FOR THE CITY

FOR THE UNION


Christina Fong
Chief Negotiator

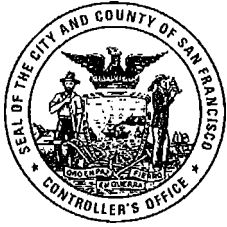
5/1/14
Date


Peter Hoffmann
Chief Negotiator

5/1/2014
Date

CONFIDENTIAL

italics = moved existing language bold, double underline = new language
~~struck out, italics~~ = existing language prior section ~~struck-out~~ = removed language



OFFICE OF THE CONTROLLER
CITY AND COUNTY OF SAN FRANCISCO

Greg Wagner
Controller
Todd Rydstrom
Deputy Controller

MEMORANDUM

TO: Ms. Angela Calvillo
Clerk of the Board of Supervisors

FROM: Greg Wagner

DATE: March 12, 2024

SUBJECT: File No. 240111 – Memorandum of Understanding – Retroactive – San Francisco Deputy Sheriffs' Association

Dear Ms. Calvillo,

In accordance with Ordinance 92-94, I submit a cost analysis of an amendment to the Memorandum of Understanding (MOU) for July 1, 2022 through June 30, 2024 with the San Francisco Deputy Sheriffs' Association. The amendment to the MOU, which incorporates side letters that confirm how compensatory time is earned and restricts the involuntary overtime draft, has no additional cost to the City.

If you have additional questions or concerns, please contact Carol Lu of my staff at carol.lu@sfgov.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Wagner".

Greg Wagner

Controller

Paul D. Roose, Arbitrator and Mediator
Golden Gate Dispute Resolution
510-466-6323
paul.roose@ggdr.net
www.ggdr.net
December 4, 2023

OPINION AND AWARD
INTEREST ARBITRATION PROCEEDINGS
PURSUANT TO THE CHARTER OF
THE CITY AND COUNTY OF SAN FRANCISCO

In the Matter of a Dispute Between)
)
The City and County of San Francisco)
and) 2023 Reopeners
)
San Francisco Deputy Sheriffs' Assn.)

Appearances:

For the Employer: Meera H. Bhatt, Deputy City Attorney
City and County of San Francisco
1390 Market St. 5th Floor
San Francisco, CA 94102-5408

For the Union: Sean D. Howell, Attorney
Mastagni Holstedt
1912 I St.
Sacramento, CA 95811-3151

The Arbitration Board:

Appointed by the Employer: Ardis Graham, Employee Relations Director
City and County of San Francisco

Appointed by the Association: Dan L. Koontz, Labor Relations Consultant
Mastagni Holstedt

Neutral Chairperson: Paul D. Roose, Arbitrator and Mediator
Golden Gate Dispute Resolution

STATUTORY AND CONTRACTUAL FRAMEWORK AND PROCEDURAL BACKGROUND

The parties have a collective bargaining agreement in place that runs through June 30, 2024. That agreement includes a reopener clause, in Article V.C (Zipper Clause) Paragraph 277 that reads as follows:

During this round of negotiations, the DSA produced a variety of documents that it believes may be past “side letters” that it asserts may be binding on the parties. These documents are attached as Appendix D. The City disputes the DSA’s contention. However, there was insufficient time during these negotiations to resolve these issues. Accordingly, the parties agree that they shall meet and confer as soon as possible, and not later than April 1, 2023, to review the documents to address what should be included as part of this agreement. Should the parties fail to reach agreement, upon the request of either party, the parties shall submit any issues remaining in dispute to a mediation/arbitration board convened in accordance with the procedures set forth in City Charter section A8.590-5, except that with respect to A8-590-5(b), the parties shall select and appoint board members, including the neutral chairperson, not later than June 1, 2023.

That agreement also includes a second reopener clause, at paragraph 278 in the same article. It reads as follows:

During negotiations for the July 1, 2022 to June 30, 2024 agreement, the DSA proposed to move the provision related to “muster pay” (currently at paragraph 152 of the CBA dated July 1, 2019 – June 30, 2022) to another section of the CBA. However, there was insufficient time during these negotiations to resolve this issue. Accordingly, the parties agree that they shall meet and confer as soon as possible, and not later than April 1, 2023, to resolve this issue. Should the parties fail to reach agreement, upon the request of either party, the parties shall submit the issue to a mediation/arbitration board convened in accordance with the procedures set forth in City Charter section A8.590-5, except that with respect to A8-590-5(b), the parties shall select and appoint board members, including the neutral chairperson, not later than June 1, 2023. The parties may extend the above deadlines by mutual written agreement.

The parties bargained to impasse over both reopeners.

Under the Charter of the City and County of San Francisco, Section A8.590-5 Impasse Resolution Procedures, unresolved disputes related to wages, hours, benefits, and other terms and conditions of employment are subject to interest arbitration. The recognized employee organization and the employer each appoint a member to an Arbitration Board, and a neutral chairperson is selected by mutual agreement of the parties. The parties, in the instant matter, each appointed an Arbitration Board member and mutually selected the undersigned to serve as the neutral chairperson.

The Charter states that the Board holds a public hearing and receives evidence from the parties. The Charter states that the “Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.” The Board may also meet privately with the parties in an effort to arrive at a mediated settlement of the issues. The Board met on August 3, 2023, with the parties via Zoom in an off-the-record mediation session. That, and further phone conversations and emails, failed to resolve the issues.

Under the broad mandate outlined in the charter, the Board then decided that the parties would forego an evidentiary hearing on the impasse. The matter would be submitted through written argument, witness declarations, and exhibits. The parties submitted opening statements followed by response briefs. The process concluded with submission of the parties’ final offers of settlement and closing arguments on November 15, 2023.

The Board must decide each issue on a majority vote by:

selecting whichever last offer of settlement most nearly conforms to those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of employment, including, but not limited to: changes in the average consumer price index for goods and services; the wages, hours, benefits and terms and conditions of employment of employees performing similar services; the wages, hours, benefits and terms and conditions of other employees in the City and County of San Francisco; and the formulas provided for in this Charter for the establishment and maintenance of wages, hours, benefits and terms and conditions of employment. The impartial Arbitration Board shall also consider the financial condition of the City and County of San Francisco and its ability to meet the costs of the decision of the Arbitration Board.” [A8.590-5 (d)]

OTHER RELEVANT CONTRACT PROVISIONS

ARTICLE I – REPRESENTATION

I.I GRIEVANCE PROCEDURE

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.

Article III.B Work Schedules

114. 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.

115. Regular Work Week. The Sheriff shall determine the work schedule for employees in their 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. 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.

Article III.D. Overtime Compensation

149.¹ Notwithstanding the foregoing paragraph, overtime worked by employees required to participate in a regular daily briefing period shall be paid at a straight time rate for the first one-quarter hour in excess of eight hours per day.

Article V.B

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

Appendix D

L36

Office of the Sheriff

February 21, 2007

TO: The San Francisco Deputy Sheriff’s Association

Fr: Captain S. Butler

RE: Satellite Assignments – Non-Rotating Bailiff Assignment

Pursuant to Sheriff Department Policy and Procedure I-42, the Court Service is required to retain 50% of the assignments as Non-Rotating. Section II.C. states: *Incumbent 8304 Deputy Sheriffs in rotating positions will be invited to apply...*

Staff will only be allowed to apply for the Non-Rotating assignment after...

For the SFSD: *[Signed]* Jan Dempsey, Undersheriff Date: 2-22-07

For the DSA: *[Signed]* David Wong, DSA President Date: 2/28/07

¹ Under the 2022-2024 contract, this paragraph is numbered 149. Under the prior agreement, it was numbered 152. It is referred to as Paragraph 152 in the reopener language.

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L37

Office of the Sheriff

May 16, 2007 (*revised*)

TO: The San Francisco Deputy Sheriff's Association
Fr: Captain S. Butler
RE: Procedure for Drafting Personnel for City Hall Events

In an effort to ensure all city Hall Events are staffed at the contractual level, the following shall be adhered to when obtaining staffing:

- Available OT posted pursuant to current department procedure
- Draft from within the unit according to department procedure using inverse seniority...
- Drafting applies to ALL shifts from the beginning of the event...

For the SFSD: [*Signed*] Tom Arata, Chief Deputy Date: May 16, 2007

For the DSA: [*Signed*] David Wong, DSA President Date: May 16, 2007

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**San Francisco Sheriff's Department
Inter-Office Correspondence**

LETTER OF AGREEMENT – L-44

To: Dave Wong
President – Deputy Sheriff's Association

From: Chief Al Waters
Sheriff's Department Negotiation Team

Date: Thursday, October 11, 2007

Subj: **Overtime Policy I-22 – Involuntary Overtime Draft**

The San Francisco Sheriff's Department Policy and Procedure; Overtime I-22, section II.D.6 states: *An employee may not be involuntarily drafted to work more than 16 total hours or more than three times from RDO to RDO.*

In order to clarify this section of the overtime policy, an employee on duty may not be involuntarily drafted:

- a. to work more than 16 total hours in a 24-hour period
- b. to work more than 16 consecutive total hours in a 24-hour period; and/or
- c. more than three (3) times from his/her RDO to RDO.

For the Administration:

[Signed] Michael Hennessey, Sheriff Date: 11/26/07

[Signed] Deputy Dave Wong, DSA President Date: 11/12/07

////////////////////////////////////

DEPARTMENT OF HUMAN RESOURCES CCSF NEGOTIATIONS 2014
Employee Relations Deputy Sheriffs' Association

**SIDE LETTER REGARDING EARNING AND
USING COMPENSATORY TIME OFF**

For classifications in this bargaining unit, the language in the Memorandum of Understanding shall be interpreted and understood to provide as follows: an employee with a maximum compensatory time off (CTO) balance (e.g., 160 hours) will not accrue any additional compensatory time until the said balance drops below the maximum compensatory time off balance (e.g., 160 hours), at which time the employee may again accrue CTO to the maximum limit. The CTO earn and accrual maximums are pursuant to the parties' Memorandum of Understanding outlined under Article III.D Overtime Compensation.

FOR THE CITY

SIGNED Christina Fong Date 5/1/14

Christina Fong, Chief Negotiator

FOR THE UNION

SIGNED Peter Hoffmann Date 5/1/2014

Peter Hoffmann, Chief Negotiator

////////////////////////////////////

FACTS

The Employer and the Bargaining Unit: The City and County of San Francisco is the fourth largest city in California, with a population of 803,000. It is the second-most densely populated large city in the United States. It is also a world-renowned tourist destination, a primary financial and banking center, and home to iconic structures and services such as the Golden Gate Bridge and the cable cars.

San Francisco is unique in the state of California as a governmental entity insofar as it is the only city that is also an entire county. Local government provides all services traditionally provided by a city and a county. In the arena of law enforcement, this means that San Francisco has both a police department and a sheriff's department. The primary function of the Sheriff's Department (SFSD) is to administer San Francisco's six jails, provide security in San Francisco's courtrooms, and transport prisoners. The Department also provides security for certain government-related facilities in the city. Since the city Police Department (SFPD) handles regular patrol throughout the city, the Sheriff's Department does not have a patrol function similar to other California counties. SFSD currently has 1,000 employees.

Most of the sworn members of SFSD are in a bargaining unit represented by the San Francisco Deputy Sheriffs' Association (SFDSA).

Muster Pay Reopener

Unit Members Receive Compensation for a Regular Daily Briefing Period ("Muster Pay"): Unit members in certain assignments attend fifteen-minute daily briefing sessions prior to the beginning of their shift. The shifts overlap for fifteen minutes with the prior shifts. The parties refer to this activity as "muster." While in the section titled "Overtime Compensation," the CBA specifies that muster pay is paid at "a straight time rate."

The Parties Have a Disagreement About Whether the Muster Pay Should Be Considered Pensionable Compensation: Pensions for unit members are administered by the San Francisco Employee Retirement System (SFERS) for the CA Public Employee Retirement System (CalPERS). In evidence was a December 5, 2022, memo from Employee Relations Representative Elijah Dale to Ken Lomba, President of the Union. The letter states that "The City has confirmed with SFERS and PERS that Muster Pay is not pensionable." The letter also states that "According to the SFERS Miscellaneous Safety Plan under Charter Section A8.610, overtime is excluded from services that qualify for retirement credit."

No correspondence from SFERS to the Employer was in evidence. Nor was any correspondence or declaration in evidence indicating that the Union had independently contacted SFERS or CalPERS to question or contest the designation of muster pay as non-pensionable.

The Union Has Proposed to Move the Muster Pay Sentence and Modify It: The Union's last offer of settlement is to move the "muster pay" provision to Article III.B Work Schedules, as follows (new language in italics)²:

117. 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 *either eight hours, ten hours or twelve hours* of work completed within not more than twenty-four hours. There shall be no split shift.

118. Regular Work Day – Custody, Classification, CRWU Records, ITS and San Francisco General Hospital. Members assigned to these work locations are required to participate in a regular daily briefing (one on one exchange) and therefore must work an additional fifteen minutes due to organizational needs. Therefore, a regular workday for these assignments is a tour of duty of either eight and one quarter hours, ten and one-quarter hours or twelve and one-quarter hours of work completed within not more than twenty-four hours. There shall be no split shift.

...4. The regularly scheduled work hours will be reported to the pension systems as compensation earned.

The Employer's Proposal is Status Quo: As its last offer of settlement, the Employer proposed to continue the current contract language at status quo.

Side Letter Reopener

The Parties Negotiated a Side Letter in 2014 on the Earning and Use of Compensatory Time Off (CTO): In 2005, the City and DSA agreed to include language in the CBA that employees could earn 160 hours of compensatory time off in lieu of paid overtime. The language specified that employees may not accumulate a balance of CTO in excess of 160 hours.

As part of regular negotiations for a successor agreement in 2014, the parties negotiated the above-referenced CTO side letter. It clarified and interpreted the base contract language. It was signed by the Union's chief negotiator and the City's chief negotiator. No other employer signatures are on the

² The Union's proposed change also appears to codify alternate work schedules. The parties did not fully present and argue this issue in the interest arbitration proceeding, so it is not addressed here.

document. No evidence was in the record that the side letter was or was not submitted to the Board of Supervisors when the contract was submitted for board approval.

The So-Called “Earn and Burn” Side Letter Has Been the Subject of Prior Interest Arbitration Proceedings and Administrative Hearings: The City proposed to eliminate the CTO side letter in the 2019 negotiations, but ultimately dropped this proposal.

The Union grieved the unilateral suspension of the “Earn and Burn” procedures in 2020. Arbitrator Luella Nelson, in an August 11, 2021, decision, ruled as follows:

1. The City and County of San Francisco violated MOU Article III.D Overtime Compensation, and the May 1, 2014, Side Letter regarding Earning and Using Compensatory Time Off, when it unilaterally suspended the compensatory time off earn accruals for the COVID-19 emergency, as well as the practice commonly referred to as “earn and burn,” on March 23, 2020, without meeting and conferring with the Union over those decisions and their impacts on employees.
2. As a remedy, the City shall meet and confer with the Union regarding the method of pay for overtime and the use of “earn and burn” during the public health emergency, and shall implement any agreement reached as a result of such meet and confer sessions. Upon termination of the public health emergency, unless agreement has been reached otherwise in the interim, the City shall adhere to the Side Letter.

The Union filed a charge with the CA Public Employment Relations Board (PERB) in 2022. In a July 26, 2022 stipulated settlement, the parties agree that the Nelson arbitration was “fair and regular” and “agreed to be bound by the arbitration decision.”

In a January 13, 2023 memo to all employees, undersheriff Katherine Johnson wrote “On or after February 4, 2023, overtime hours worked for compensatory time are eligible under the provision of earn and burn, where an employee’s Collective Bargaining Agreement (or side letter) allows for this provision.”

The Union Proposes to Incorporate the Language in the Side Letter into the Body of the Contract: At paragraph 153 of the MOU, the Union proposes to add the following (in italics):

153. Employees may not accumulate a balance of compensatory time in excess of 160 hours, *except that an employee with a maximum compensatory time off (CTO) balance (e.g. 160 hours) will not accrue any additional compensatory time until the said balance drops below the maximum compensatory time off balance (e.g. 160 hours), at which time the employee may again accrue CTO to the maximum limit.*

The Employer Proposes the Status Quo on the Earn and Burn Side Letter: The City’s position is ambiguous. It states that “none of the side letters” should be incorporated into the MOU.

However, in a footnote to its brief, the City writes that “the issue has already been resolved through litigation, whereby the parties executed a settlement agreement. In short, the issue of incorporation of the Compensatory Time Off / Earn and Burn document is moot.”

The Union Seeks to Incorporate Three Other Letters into the CBA: Those three 2007 side letters, L-36, L-37, and L-44 are included under Appendix D above. No bargaining history or other account of the origin of these documents was in the record. The parties did not present evidence or argument in regard to the content of these letters.

The Employer’s position is to “maintain the status quo” and not incorporate the letters into the MOU.

UNION’S POSITION

The Union’s brief quotes from Arbitrator Nelson’s decision, in which she cites the provision of the MOU that allows the parties to modify the MOU by “mutual consent.” “This arbitrator should not consider the CCSF’s argument, that the 2014 side letter is not valid because the Board of Supervisors did not specifically sign off on it, since that issue has already been decided,” the Union writes.

The Union also cites from a proposal sent by the Sheriff’s Office to the Union during 2022 negotiations in which the Employer states that “the Sheriff’s Office believes that the only document provided by the Union as a ‘side letter’ that should be included in Appendix D is the document dated 5/1/2014 regarding compensatory time off...This is an unequivocal admission as to the providence [sic] of the 2014 side letter, by the CCSF,” the Union argues.

The Union contends that the “earn and burn” side letter is “necessary as long as there is a staffing shortage and a 160-hour cap on annual CTO accrual.”

The other three side letters meet “the Paragraph 274 definition of amendments and modifications that the Board of Supervisors pre-authorized when it approved the MOU with that language in it,” the Union asserts. “There is no functional difference in negotiating a policy or the MOU,” the Union adds in its brief. The side letters were “negotiated, written and signed by the parties.” The Union further contends that “they are also both subject to negotiation to impasse and then impasse procedures, ending with interest arbitration.”

The Union writes, “The dispute regarding Muster was how to document the Muster time in the contract accurately so it pays respect to the fact that the regular work day is extended.”

“To be clear,” the Union writes, “if it has not already been stated enough, the SFDSA does not ask, nor does it believe this panel has the authority to make any pay pensionable.” Muster pay “should be pensionable as it is regularly scheduled hours of work,” the Union argues.

The Employer has engaged in “the obvious concealment of pensionable compensation when making its decision” to include the muster pay under “overtime,” the Union writes. The Union’s proposal “not only removes the erroneous definition of Muster time as ‘overtime’ but it corrects the regular work day hours in the MOU for those in positions who have to attend Muster. The SFDSA proposed to have the CCSF report to the pension’s (SFERS and PERS) that regular pay is compensable pay.”

“Because the Union’s language simply states the already agreed-upon work schedule,” the closing brief argues, “it makes the most sense to adopt.” Comparable counties, such as Alameda, identify their alternative work schedules in the MOU, the Union argues.

EMPLOYER’S POSITION

“Based on the MOU’s plain language, the arbitrable issue before the panel is extremely narrow. Specifically, the issue is whether the Union has met its burden of proof to warrant changing the status quo as to the placement of the muster pay provision in the MOU,” the Employer argues. “The scope of the panel’s decision should stay within the four corners of Paragraph 278,” the brief continues.

Muster pay is properly in the overtime section, the City contends. “Consistent with the plain language, the City’s practice is to administer muster pay as compensation for hours worked in excess of forty hours a week, as muster is overtime,” the Employer asserts. However, “muster pay overtime is paid at the time and one-half rate if an employee works an additional shift in which part or all of the shift is paid at the time and one-half rate,” the Employer adds.

The issue of pensionability is settled, the City contends. “SFERS and CalPERS have determined that muster pay is overtime compensation and not pensionable,” the City writes.

“As for internal parity, the evidence shows that the City has many employees who work overtime, and the City does not report the overtime as compensation earned for pension purposes. DSA effectively invites the panel to single it out for preferential treatment over all other City employees,” the Employer contends. As for external comparability, the comparable jurisdictions “differ from the City in that they administer muster as part of the forty-hour work week. By virtue of muster being part of the forty-hour work week in these jurisdictions, muster pay in these jurisdictions is not considered overtime, and is thus pensionable,” the City writes.

As for the side letters, “the City’s LBFO is status quo (i.e., consistent with the status quo, the above documents should not be included in the MOU),” the City argues. The Employer asserts that at no time have any of the “side letters” ever been part of the MOU. “The ‘side letters’ did not meet the long-established conditions for incorporation into the MOU since Charter section 11.101 (Employee Relations office) makes clear that the Human Resources Director has the sole authority to ‘negotiate and administer memoranda of understanding,’” the Employer argues. Moreover, “Charter section 6.102(6) provides that the City Attorney shall approve as to form all contracts and ordinances,” the City writes.

“On their face, none of the ‘side letters’ contain language stating the parties intended them to be incorporated into the MOU and thus grievable,” the Employer contends. The earn and burn “issue has already been resolved through litigation, whereby the parties executed a settlement agreement. In short, the issue of incorporation of the Compensatory Time Off/Earn and Burn document is moot,” the Employer asserts.

DISCUSSION

Muster Pay Reopener

The Parties Agree that the Issue of Pensionability is Not in the Purview of the Arbitration Board: No dispute exists that the pension status of muster pay is under the sole discretion of the applicable retirement systems (SFERS and CalPERS). Appropriately, neither party is asking the arbitration board to decide this issue.

Nonetheless, the pensionability of the fifteen-minute daily briefing period is the underlying factor fueling this contract dispute. Both parties believe that the placement of the muster pay provision in the CBA could impact whether the pension board finds that it is pensionable income.

The Union Seeks to Gain an Advantage Before the Retirement Systems by Moving the Muster Pay Provision: The moving party for change on this issue is the Union. The Union believes that it will be unable to achieve pensionability status if the provision is kept in its present location – the “overtime” section of the agreement.

The Employer believes, just as fervently, that moving the muster provision to “work schedules” could result in the pension board changing their determination from non-pensionable to pensionable. The Employer is, understandably, concerned with the financial implications of an additional increment in the daily work schedule being subject to required pension payments.

The Union Has Not Made a Prima Facie Case that the Issue of Pensionability Would Be Impacted by the Placement of the Muster Language: The Union has not persuaded the arbitration board that it has explored all possible measures to secure its desired goal of pensionability without a CBA change. No documents were in evidence indicating that the Union had contacted SFERS or CalPERS requesting an examination of the muster issue. No correspondence from SFERS or CalPERS to the Union or to the Employer was in evidence. The only evidence relating to the pension boards was secondhand memoranda from the Employer recounting exchanges with the pension boards.

The undersigned neutral chair has enough experience with public sector pension systems to know that those entities do not necessarily take representations about pensionability made by employers and unions at face value. They do not rely solely on contract provisions negotiated by the parties. They conduct their own analysis of various compensation components to determine if they are indeed subject to pension calculations in accordance with retirement system rules. The record was incomplete in this interest arbitration proceeding about whether such an analysis about muster pay had been conducted by the pension board. The record was certainly incomplete on the issue of whether placing the muster pay in a different CBA section would impact an analysis by SFERS.

The Burden is on the Change-Seeking Party, and the Union Has Not Met That Burden: The chair of the arbitration board is reluctant to disturb long-established contract language negotiated by the parties without a compelling reason to do so. The burden, in this sense, is on the Union to prove the need for change on this issue.

Had the Union shown that all other efforts to make muster pay pensionable had been futile, other aspects of the interest arbitration charter provisions would have moved to the foreground. The parties began to make arguments about internal and external comparability. Those factors would be much more significant if the Union showed that its proposed contract change would, indeed, result in a re-evaluation of muster pay pensionability by SFERS. For now, the status quo prevails.

Side Letter Reopener

The Treatment of Each Disputed Side Letter is a Separate Issue for the Arbitration Board: By charter, the arbitration board is required to select one side's last offer of settlement on "each of the remaining issues in dispute." The board has the discretion, in the view of the undersigned chair, to determine the designation of "each issue," unless subject to an explicit stipulated agreement between the parties. In the instant matter, the parties have left it to the board to combine, or not combine, the disputed issues.

Four side letters, attached to the CBA as part of the 2022 agreement, are in dispute. The board has examined each one and received the parties' arguments on exclusion or inclusion of those letters in the MOU. While similarities are apparent, sufficient variation exists to require separating them into four discrete issues.

The "Earn and Burn" Side letter is Already Part of the Parties' Contract: No ambiguity exists on the status of the 2014 Side Letter. It is part of the parties' collective bargaining agreement.

The undersigned neutral chair views "collective bargaining agreement" in the broad sense of everything that the parties have properly negotiated and signed off in the realm of wages, hours and working conditions. Whether or not a particular side letter was or was not attached to an MOU document is not the determinative factor as to whether it is part of the CBA.

The Employer at various points asserted that the letter was not properly authorized by employer representatives. The undersigned neutral chair disagrees. On its face, the side letter is properly executed and signed by the parties. It was done at the time the parties were negotiating their successor agreement. It was signed on behalf of the City by Christina Fong identifying herself as "chief negotiator." It was signed by the DSA's chief negotiator. It was on Department of Human Resources letterhead. It looks like, and is, part of a collective bargaining agreement.

If Ms. Fong lacked the proper authority to negotiate and sign it, that was a problem for the Employer, not the Union. It should have been addressed in 2014, not flagged years later. Both parties need to be able to rely on the continued assurance that high-ranking individuals on both sides have the authority to sign binding agreements. Those that do not have that authority need to be instructed to insert language such as "subject to approval by ____."

No such qualifying language was evident in the 2014 "earn and burn" side letter. The arbitration board assumes that, along with everything else tentatively agreed to in 2014, it ultimately went to the Board of Supervisors for adoption. No evidence was in the file that it was excluded.

Moreover, like all parts of the agreement, the 2014 side letter is subject to the grievance / arbitration procedure. Any alleged violation of the side letter, whether for an individual or a group, is grievable.

The Employer wrote that the issue is "moot" because of the PERB settlement. By doing so, they acknowledge that the side letter is part of the collective bargaining agreement. It must be treated as such going forward.

Placing the Proposed CTO Language in the Body of the Contract is Unnecessary and Duplicative: The Union's proposal to insert the wording from the side letter into the MOU at paragraph 153 is not necessary. If adopted, it would create the potential of a new substantive agreement under the guise of memorializing the provision in a new way. Unintended consequences could follow.

The 2014 "Side Letter Regarding Earning and Using Compensatory Time Off" is a valid provision of the parties' collective bargaining agreement. It is to remain attached to the MOU. That is the status quo. The Board thereby adopts the Employer's last offer of settlement on this issue.

The L-44 Letter of Agreement, on Its Face, is a Valid Contractual Agreement Between the Parties: The Letter of Agreement on Overtime Policy I-22 – Involuntary Overtime Draft stands out from the other two remaining side letters. First, it is titled "Letter of Agreement." This contrasts with the other two letters from 2007 that have no titles. Second, it is signed by the sheriff himself, rather than by lower-ranking managers.

These are not trivial distinctions. The sheriff has the presumptive authority to enter into binding agreements with the sheriff's department's unions. A "Letter of Agreement" is more than simply a management interpretation of its own policies. It was a bilateral agreement between the department and the head of the DSA in 2007. No evidence was in the record that the overtime draft agreement was ever modified, rescinded, or challenged since that year.

If Sheriff Hennessey did not have the authority to sign the agreement, that should have been dealt with internally between the CCSF Department of Human Resources and the Sheriff's Department. No evidence was in the record that any such intervention occurred.

Accordingly, the L-44 letter is to be considered part of the parties' agreement and shall remain attached to the MOU.

The L-36 and L-37 Letters are Management Interpretations of Its Own Policies and Hence Not Binding Agreements: Both remaining letters lack the characteristics that make L-44 part of the agreement. Neither has a title indicating that it is an agreement. Both are signed on behalf of management by individuals below the rank of sheriff.

The Union argues that the signing of each letter by the DSA President indicates that they constitute negotiated agreements. It is more likely that the signature of President Wong indicated receipt and acknowledgement of the letters. The Union presented no evidence that negotiations took place or that agreement was reached.

The Union argues that these interpretations by the department of its policies are binding. The Union asserts that any modification to those policies would be subject to bargaining and interest arbitration. That procedural issue is not properly before the arbitration board and is a topic for another forum. Suffice it to say that the CTO side letter and the Overtime Draft letter of agreement are in a different category than the L-36 and L-37 letters. The parties are to remove the L-36 and L-37 letters from Appendix D of the MOU.

AWARD

1. The Arbitration Board selects the Employer's last offer of settlement on the issue of Muster Pay. The contractual language will remain status quo.
2. The Arbitration Board selects the Employer's last offer of settlement on the issue of the Side Letter Regarding Earning and Using Compensatory Time Off. The Side Letter is already a valid, grievable provision of the parties' agreement and shall remain attached to the base contract.
3. The Arbitration Board selects the Union's last offer of settlement on the issue of the L-44 Side letter (Involuntary Overtime Draft). It shall remain attached to the base contract and considered part of the parties' collective bargaining agreement.
4. The Arbitration Board selects the Employer's last offer of settlement on the issue of the L-36 (Non-Rotating Bailiff Assignment) Letter and the L-37 (Drafting for City Hall Events) Letters. They are not to remain attached to the base contract or considered part of the parties' collective bargaining agreement.



Paul D. Roose, Neutral Chairperson of the Board

Date: December 4, 2023

_____/s/ Dan Koontz_____

Dan Koontz, Association-appointed Board Member

I concur with the Award in part (L-44 Side Letter)

I dissent from the Award in part (Muster Pay, CTO Side Letter, Side Letters L-36 and L-37)

_____/s/ Ardis Graham_____

Ardis Graham, Employer-appointed Board Member

I concur with the Award in part (Muster Pay, CTO Side Letter, Side Letters L-36 and L-37)

I dissent from the Award in part (L-44 Side Letter)

City and County of San Francisco

Carol Isen
Human Resources Director



Department of Human Resources

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February 7, 2024

TO: Angela Calvillo, Clerk of the Board
Board of Supervisors

FROM: Ardis Graham, Employee Relations Director
Department of Human Resources

RE: **Amendment NO. 2 to the San Francisco Deputy Sheriffs' Association MOU**

Please find enclosed for Amendment NO. 2 to the San Francisco Deputy Sheriffs' Association MOU (July 1, 2022 through June 30, 2024)

- 1 original ORDINANCE
- 1 signed ORDINANCE on redline paper
- 1 redline MOU
- 1 clean MOU
- Copy of arbitration award

Summary of MOU Changes

- The Arbitration Board found that L-36 (Non-Rotating Bailiff Assignment) and L-37 (Drafting for City Hall Event) letters are non-binding agreements. The letters were removed from Appendix D.
- The Arbitration Board concluded that the Side Letter Regarding Earning and Using Compensatory Time Off is a valid provision of the parties' agreement. The letter was attached to the contract.
- The Arbitration Board concluded that L-44 (Involuntary Overtime Draft) is a valid provision of the parties' agreement. The letter was attached to the contract.

Electronic copies have been sent via e-mail today. Please refer to the Government Audit and Oversight Committee at your earliest convenience.

Thank you.

Enclosures

cc: Carol Isen, Human Resources Director
Mawuli Tugbenyoh, Deputy Director, Policy and External Affairs
Anna Duning, Mayor's Budget Director
Tom Paulino, Mayor's Liaison to the Board of Supervisors
Members, Government, Audit and Oversight Committee

One South Van Ness Avenue, 4th Floor • San Francisco, CA 94103-5413 • (415) 557-4800

Amendment NO. 2 to the San Francisco Deputy Sheriffs' Association MOU

February 7, 2024

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Monique Crayton, Assistant Clerk, Board of Supervisors
Jonathan Rolnick, Chief Labor Attorney, City Attorney's Office

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: Monique Crayton, Assistant Clerk, GAO Committee, Board of Supervisors

DATE: February 13, 2024

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of Understanding – February 6, 2024

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on February 6, 2024:

These matters are pending committee action; I'm forwarding them to you for a cost analysis.

Please forward your analysis to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

File No. 240111 Memorandum of Understanding - Retroactive - San Francisco Deputy Sheriffs' Association

Ordinance retroactively adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.409-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2022, through June 30, 2024.

cc: Todd Rydstrom, Office of the Controller
Michelle Allersma, Office of the Controller
Carol Lu, Office of the Controller

cc: Office of Chair Preston