

**Amendment No. 5
TO THE 2007-2015 MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
SAN FRANCISCO POLICE OFFICERS' ASSOCIATION
UNITS P-1 AND P-2A**

The parties hereby amend the Memorandum of Understanding as follows:

ARTICLE II. EMPLOYMENT CONDITIONS

Section 9. Seniority List.

98. Traffic Company Seniority. Notwithstanding the preceding paragraph, seniority within the Traffic Company shall first be based upon the date of assignment to the Traffic Company. Should officers be assigned on the same date, their seniority on the Department's DGO 11.06 list will be determinative. Unit seniority will be utilized ~~for the term of this MOU~~ **through June 30, 2015** only.

Section 11. Watch Sign-Up.

- G. Solo Motorcycle Officers.
125. 7. Consistent with past practice, any Solo Motorcycle Officers assigned in the future to either Co. K or the Airport Bureau will commence their unit seniority on the first day of their assignment. Unit seniority will be utilized ~~for the term of this MOU~~ **through June 30, 2015** only.

Section 21. Recruitment.

- A. Referral bonus
150. An officer who refers a new applicant to the department shall receive a referral bonus of \$1,000 (\$500 upon that candidate's successful completion of the Police Academy and an additional \$500 upon that candidate's successful completion of field training). To qualify, the referring officer must verify that he/she has made at least three contacts with the applicant prior to the start

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date of the Academy. Officers assigned to recruitment on a full or part-time basis will not be eligible for the referral bonus. For purposes of this provision, a “new applicant” is an individual who has not previously applied to be a Cadet or a Police Officer in San Francisco. **This provision shall sunset on June 30, 2013 and no new referrals thereafter shall qualify for the bonus.**

151. This bonus is not considered “salary attached to the rank” and shall not be included for purposes of retirement benefit calculations and contributions in accordance with those Sections.

Section 23. Substance Abuse Testing.

157. It is the policy of the City and County of San Francisco to maintain a safe, healthful and productive work environment for all employees. To that end, the City will act to eliminate any substance abuse. Substance abuse may include abuse of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee’s ability to safely and effectively perform the functions of the particular job.

158. This provision will be administered consistent with any General Orders regarding substance abuse. Nothing in this provision is intended to make discipline related to substance abuse subject to the grievance procedure.

A. Mandatory Testing

159. Mandatory physical examinations for sworn employees shall include the submission of a urine specimen for routine analysis and screening for the presence of drugs or alcohol. Analysis and screening for drugs and alcohol is required for sworn employees in the following circumstances:

160. 1. Prior to the expiration of a newly hired employee’s twelve (12) month probationary period.
161. 2. For employees being promoted to a higher rank, prior to the effective date of promotion.
162. 3. Prior to return from:
163. a.) medical leaves of absence in excess of thirty (30) calendar days, and
164. b.) unpaid leaves of absence in excess of ninety (90) calendar days.

165. 4. When a pattern of sick leave develops which indicates a reasonable suspicion of substance abuse.
166. 5. When there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.
167. 6. In the event an employee is involved in an on-duty vehicular accident resulting in death or an injury requiring transport for medical treatment. In such cases the employee will have the option for either a blood or urine analysis and screening. **An “injury requiring transport for medical treatment” is an injury that results in the medical transport by ambulance of any person involved in the accident from the accident scene; or an injury to any person involved in the accident where that person declines transport by ambulance from the accident scene against medical advice (also known as “AMA”). If testing is required under this section, the SFPD shall direct the involved SFPD vehicle operator to undergo testing within twelve (12) hours of the time of the accident, and shall conduct testing of the involved SFPD vehicle operator within twenty four (24) hours of the time of the accident. If testing is not directed and conducted within these time periods (assuming no interference by the SFPD vehicle operator that delays the SFPD’s directive or testing), testing of the involved SFPD operator is not required or permitted under this paragraph.**

ARTICLE III. PAY, HOURS AND BENEFITS

Section 1. Wages.

A. General Wage Increases:

188. Employees shall receive the following base wage increases:

July 1, 2015 - 1%

July 1, 2016 - 2%

July 1, 2017 - 2%

188.e. Effective July 1, 2013 for Police Officer I (Q2, Q3, and Q4), for employees hired on or after July 1, 2013 there shall be two new steps, at 5% below and 10% below each current entry step, and the current entry step for each of these classifications shall become step 3 in the step plan.

Section 8. Health and Dental Coverage.

A. Employee Health Coverage.

286. **Except as provided below, the** ~~The~~ City shall contribute annually for employee health benefits, the contribution required under the Charter.

287. **Except as provided below, in** ~~In~~ addition, ~~except as otherwise provided in this section,~~ the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e., employees not receiving a City contribution for dependent health care benefits).

B. Dependent Health Coverage.

288. **Except as provided below, the** ~~The~~ City shall contribute the greater amount of \$225 per month or 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.

C. Health Coverage Effective January 1, 2015

288.a. 1. If, by July 1, 2014, the Public Employee Committee of the San Francisco Labor Council (PEC) and the City agree to a contribution model for employee health insurance premiums based on the City's contribution of a percentage of those premiums and the employee's payment of the balance (Percentage-Based Contribution Model), to be effective January 1, 2015 (for calendar year 2015 and thereafter), then effective January 1, 2015, the City shall contribute toward the health premiums for enrolled POA members the same percentage described in the PEC Percentage-Based Contribution Model, for the applicable health insurance plan, unless the City and the POA mutually agree to a different Percentage-Based Contribution Model. If the PEC and the City do not agree by July 1, 2014 to a new Percentage-Based Contribution Model to be effective January 1, 2015, then the City and the POA will reopen the MOU on health insurance premium contributions only, with any resulting impasse being subject to interest arbitration under Charter section A8.590-5. Reopener negotiations and impasse procedures, including, but not limited to, the 10-day period under Charter section A8.590-5(e), will be completed by no later than August 15, 2014.

288.b. 2. To ensure that all employees enrolled in health insurance through the City's Health Service System (HSS) are making premium contributions under a 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 a Percentage-Based Contribution Model is less than the "average contribution" for the City's HSS members, as established under Charter section A8.428(b) (Average Contribution), then, in addition to the City's contribution, the employee's health insurance premium contribution shall be deemed to apply to the annual Average Contribution. The parties intend that the City's contribution toward premiums for members' health care should not exceed the amount established under the Percentage-Based Contribution Model.

288.c. 3. Upon implementation of new contribution rates effective on January 1, 2015, Article III., section 8.C shall supersede Article III., sections 8.A and 8.B, and those sections will no longer be effective.

Section 10. Wellness Programs.

B. Pilot "wellness incentive program" to promote workforce attendance:

312. The Pilot "wellness incentive program" to promote workforce attendance shall ~~be in effect for the term of this Agreement~~ sunset on June 30, 2018.

ARTICLE IV. SCOPE

Section 2. Duration.

323. This Agreement shall be effective upon ratification and shall be effective from July 1, 2007 through June 30, ~~2015~~ 2018.

