

BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
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## MEMORANDUM

TO: Ben Rosenfield, City Controller, Office of the Controller

FROM: John Carroll, Assistant Clerk, Government Audit and Oversight Committee  
Board of Supervisors

DATE: May 21, 2019

SUBJECT: LEGISLATION INTRODUCED - Cost Analysis, Memoranda of  
Understanding - May 2019

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The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Breed on May 16, 2019:

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. 190518 [Compensation for Unrepresented Employees]**

Ordinance fixing compensation for persons employed by the City and County of San Francisco whose compensation is subject to the provisions of Charter, Section A8.409, in job codes not represented by an employee organization, and establishing working schedules and other terms and conditions of employment and methods of payment effective July 1, 2019.

### **File No. 190519 [Memorandum of Understanding - Fire Fighters Union Local 798, Unit 2]**

Ordinance adopting and implementing the First Amendment to the 2018-2021 Memorandum of Understanding between the City and County of San Francisco and the San Francisco Fire Fighters Union, Local 798, Unit 2, to provide a base wage increase for Classification H-42 Assistant Fire Marshal effective July 1, 2019.

**File No. 190520 [Memorandum of Understanding - Municipal Attorneys' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Attorneys' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190521 [Memorandum of Understanding - Machinists Union, Local 1414]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Machinists Union, Local 1414, to be effective July 1, 2019, through June 30, 2022.

**File No. 190522 [Memorandum of Understanding - International Federation of Professional and Technical Engineers, Local 21]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Federation of Professional and Technical Engineers, Local 21, to be effective July 1, 2019, through June 30, 2022.

**File No. 190523 [Memorandum of Understanding - Laborers International Union, Local 261]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Laborers International Union, Local 261, to be effective July 1, 2019, through June 30, 2022.

**File No. 190524 [Memorandum of Understanding - International Brotherhood of Electrical Workers, Local 6]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the International Brotherhood of Electrical Workers, Local 6, to be effective July 1, 2019, through June 30, 2022.

**File No. 190525 [Memorandum of Understanding - San Francisco Deputy Probation Officers' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Deputy Probation Officers' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190526 [Memorandum of Understanding - Operating Engineers, Local 3]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Operating Engineers, Local 3, to be effective July 1, 2019, through June 30, 2022.

**File No. 190527 [Memorandum of Understanding - Teamsters, Local 856 (Multi-Unit)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Teamsters, Local 856 (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

**File No. 190528 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (7410)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (7410), to be effective July 1, 2019, through June 30, 2022

**File No. 190529 [Memorandum of Understanding - Transport Workers Union of America, Local 250-A (Multi-Unit)]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 250-A (Multi-Unit), to be effective July 1, 2019, through June 30, 2022.

**File No. 190530 [Memorandum of Understanding - Transport Workers Union of America, Local 200]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Transport Workers Union of America, Local 200, to be effective July 1, 2019, through June 30, 2022.

**File No. 190531 [Memorandum of Understanding - Service Employees International Union, Local 1021]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.490-4, establishing the Memorandum of Understanding between the City and County of San Francisco and the Service Employees International Union, Local 1021, to be effective July 1, 2019, through June 30, 2022.

**File No. 190532 [Memorandum of Understanding - Supervising Probation Officers]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Supervising Probation Officers, to be effective July 1, 2019, through June 30, 2022.

**File No. 190533 [Memorandum of Understanding - San Francisco City Workers United]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco City Workers United, to be effective July 1, 2019, through June 30, 2022.

**File No. 190534 [Memorandum of Understanding - Municipal Executives Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Municipal Executives Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190535 [Memorandum of Understanding - International Union of Operating Engineers Stationary Engineers, Local 39]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the International Union of Operating Engineers Stationary Engineers, Local 39, to be effective July 1, 2019, through June 30, 2022.

**File No. 190536 [Memorandum of Understanding - San Francisco Sheriffs' Managers and Supervisors Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, establishing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Sheriffs' Managers and Supervisors Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190537 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 17]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 17, to be effective July 1, 2019, through June 30, 2022.

**File No. 190538 [Memorandum of Understanding - Union of American Physicians and Dentists, Unit 18]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Union of American Physicians and Dentists, Unit 18, to be effective July 1, 2019, through June 30, 2022.

**File No. 190539 [Memorandum of Understanding - United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local 38, to be effective July 1, 2019, through June 30, 2022.

**File No. 190540 [Memorandum of Understanding - San Francisco Institutional Police Officers' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Institutional Police Officers' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190541 [Memorandum of Understanding - San Francisco District Attorney Investigators' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco District Attorney Investigators' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190542 [Memorandum of Understanding - San Francisco Building Inspectors' Association]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the San Francisco Building Inspectors' Association, to be effective July 1, 2019, through June 30, 2022.

**File No. 190543 [Memorandum of Understanding - San Francisco Deputy Sheriffs' Association]**

Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, 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, 2019, through June 30, 2022.

**File No. 190544 [Memorandum of Understanding - Crafts Coalition]**

Ordinance adopting and implementing the Memorandum of Understanding between the City and County of San Francisco and the Crafts Coalition: the Bricklayers and Allied Crafts, Local 3; Hod Carriers, Local 166; The Northern California Carpenters Regional Council, Local 22; Carpet, Linoleum and Soft Tile Workers, Local 12; Plasterers and Cement Masons, Local 300; Glaziers, Architectural Metal and Glass Workers, Local Union No. 718; International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, Its Territories and Canada, Local 16; International Association of Bridge, Structural, Ornamental, Reinforcing Iron Workers, Riggers and Machinery Movers, Local 377; Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local Union No. 34; Plasterers and Shophands, Local 66; United Union of Roofers, Waterproofers and Allied Workers, Local 40; Sheet Metal Workers International Union, Local 104; and Teamsters, Local 853, to be effective July 1, 2019, through June 30, 2022.

c: Todd Rydstrom, Office of the Controller  
Michelle Allersma, Office of the Controller  
Carol Lu, Office of the Controller

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

**Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter, Section A8.590-5, 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, 2019, through June 30, 2022.**

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

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

Section 1. The Board of Supervisors hereby adopts and implements the decision and award of the Arbitration Board under Charter Section A8.590-5, establishing the Memorandum of Understanding ("MOU") between the City and County of San Francisco and the San Francisco Deputy Sheriffs' Association, to be effective July 1, 2019 through June 30, 2022.

The Arbitration Board decision and award and the MOU so implemented are on file with the Clerk of the Board of Supervisors in Board File No. 190543.

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

Section 3. This ordinance shall become effective upon enactment. Enactment occurs 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 DENNIS J. HERRERA, City Attorney

6 By:



7 KATHARINE HOBIN PORTER  
8 Chief Labor Attorney

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## Employee Relations

City and County of San Francisco  
Department of Human Resources

*CCSF NEGOTIATIONS 2019*

Deputy Sheriffs' Association

### Deputy Sheriff's Association Bargaining Summary

Issue	MOU Section	Summary
Wages	III.A.	<p>Effective 07/01/2019: 3%</p> <p>Effective 12/28/2019: 1%</p> <p>Effective 07/01/2020: 3% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2020 will be delayed by 6 months.</p> <p>Effective 12/26/2020: 0.5% except that if the March 2020 Joint Report projects budget deficit for FY 2020-2021 that exceeds \$200 million, base wage adjustment due on December 26, 2020 will be delayed by 6 months.</p> <p>Effective 07/01/ 2021: 3% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on July 1, 2021 will be delayed by 6 months.</p> <p>Effective 01/08/2022: 0.5% except that if the March 2021 Joint Report projects budget deficit for FY 2021-2021 that exceeds \$200 million, base wage adjustment due on January 8, 2022 will be delayed by 6 months.</p>
Bilingual Pay	III.C.	<p>Increased premium from \$35 bi-weekly to \$50 bi-weekly.</p> <p>The City may require an employee to recertify not more than once annually.</p>
Union Security	I.J.	Strikes current language regarding agency fees. Provides new language in conformance with Janus decision and SB 866 requirements regarding the collection of union membership dues.
Non-Discrimination	II.A.	<p>Updates list of Title IX protected classes.</p> <p>Requires election of internal remedies for discrimination or harassment (i.e., grievance or EEO complaint)</p>
8302 Package (Academy)	I.A. II.D. III.F. III.H.	<ul style="list-style-type: none"> <li>- Re-name "Deputy Sheriff I" as "Deputy Sheriff (Academy)"</li> <li>- Changes Probationary period from years to months.</li> <li>- 8302 classification promotes to 8304 in 6 months, instead of 18</li> <li>- Lower salary step added to 8304, so salary is cost-neutral</li> <li>- 8302's earn additional year of Service retirement</li> <li>- Appendix C deleted (outdated since 2006)</li> </ul>
POST pay	III.C.	Increased Advanced POST from 6% to 6.5%



## Employee Relations

City and County of San Francisco  
Department of Human Resources

## CCSF NEGOTIATIONS 2019

Deputy Sheriffs' Association

Issue	MOU Section	Summary
Uniform Allowance	IV.A.	Increases uniform allowance from \$950/year to \$42.30 per pay period (\$1100.00).  City shall provide employee's a voucher for replacement vest 90 days prior to manufacturer's expiration date.
Training Officer	III.C.	Increase premium from \$3.12 to \$5/hour while duties are performed.
Canine Pay	III.C.	Increased Canine Pay premium to equivalent of 5% of base pay for 6 hours per pay period.
No Strike Provision	I.C.	If Union members intend to strike, Union will send notice to members saying that strike activity is prohibited.
Stewards	I.H.	Prohibits a witness who is also a steward from representing an employee in a disciplinary matter.
Bulletin Boards	I.L.	Delineates guidelines for use of space on bulletin boards in City buildings.  Union cannot post literature that is in violation of City policies
Union Access	I.L.	Provides procedures for Union to access employee work sites.
Probationary Period	II.D.	Clarifies that probationary period is based on hours worked, not months employed pursuant to Civil Service Rules.  Inserts language clarifying that probationary hours include legal holiday pay and must be regularly scheduled hours.
Honor/Color Guard	III.C.	Changed language to reflect current practice – cost neutral
Americans with Disabilities Act	II.B.	Eliminated section; redundant, as contained in statute
Assignment of Work	II.D.	Eliminates transfer of work between bargaining units language; as well as clean-up
Use of Sick Leave with Pay Credits	III.O.	Eliminated section; associated with State Disability Insurance, which is not relevant for this group
SDI	III.J.	Eliminated section, as SDI is not relevant to this group.
Modified Duty	III.I	Eliminated part of Workers comp section, as this is contained in Dept policies
Acting Assignment Pay	III.C.	Clean-up



## Employee Relations

City and County of San Francisco  
Department of Human Resources

## CCSF NEGOTIATIONS 2019

Deputy Sheriffs' Association

Issue	MOU Section	Summary
Retirement		A promise to work with the Union, SFERS, and Board of Supervisors to determine if it's feasible to amend City contract with CalPERS to raise the member contribution for members, on a pre-tax basis.
Longevity Pay	III.C.	Members hired before July 1, 2014 receive 2% longevity at 15 instead of 18 years (Cost neutral for many years)
Negotiation Responsibility	I.G.	Extends timeline from 7 to 21 days for meet and confer waiver
Employee Representatives	I.F.	Extends Release Time from Board of Directors to also include Officers and Stewards. Notification goes from 48 hours to 2 business days. Union must also state the length, location, and purpose of release time.
Management Rights	I.E.	Adds, "Except as otherwise provided by law" in front of City's right to set standards and exercise control over operations.
Vacation	III.K	Adds a PTO slot to each level of watch. Also adds an additional slot for watches of 28 or more people during the months of June, July, August, and December. Allows Senior Deputy vacation book to sunset.
Grievance	I.I	Adds binding arbitration for discipline. Requires grievance to include specific details at each step
CalPERS Underpayment Forgiveness	Side Letter	Side letter forgiving the Union of its CalPERS underpayments = \$1,109,400.79
12-Hour Package Proposal	Appendix	Phases in a 12-hour shift pilot program at a number of sites, contingent upon implementation of Departmental policies on Sick Leave, EWW, Overtime, and Assignment Policies.
Gender Pronoun	Multiple Sections	In conformance with Mayor's Executive Directive on Gender Inclusivity, removes all gender pronouns and replaces them with gender neutral terms.
Duration	V.D.	MOU will be in effect July 1, 2019 through and inclusive of June 30, 2022.

**KATHERINE J. THOMSON**  
Arbitrator  
El Cerrito, California  
(510) 528-3005 (Phone and Fax)

**IN ARBITRATION PROCEEDINGS  
PURSUANT TO SAN FRANCISCO CHARTER SEC. A8.590-5**

In the Matter of Interest Arbitration,

**CITY AND COUNTY OF SAN  
FRANCISCO**, Employer,

v.

**SAN FRANCISCO DEPUTY SHERIFFS'  
ASSOCIATION**, Employee Organization.

**OPINION AND AWARD**

May 13, 2019

**ARBITRATION PANEL**

Katherine Thomson, Chair  
Michael Jarvis, Deputy Sheriffs' Association Panelist  
Melissa Whitehouse, City and County of San Francisco Panelist

**APPEARANCES**

**For the City and County of San Francisco:**

Jennifer Stoughton  
Deputy City Attorney  
1390 Market Street, 5<sup>th</sup> Floor  
San Francisco, CA 94102

**For San Francisco Deputy Sheriffs' Association:**

David Mastagni  
Mastagni Holstedt  
1912 I St  
Sacramento, CA 95811

The parties to this matter are the City and County of San Francisco ("City" or "CCSF") and the San Francisco Deputy Sheriffs' Association ("Union" or "DSA"). DSA represents approximately 700 deputy sheriffs and senior deputy sheriffs in the Sheriff's Department.

This proceeding was convened pursuant to Section A8.590-5 of the Charter of the City and County of San Francisco. The parties met and conferred in an attempt to reach agreement regarding a successor memorandum of understanding ("MOU") on multiple occasions in February, March, and April 2019. Although they reached tentative agreements on several issues, they were unable to reach agreement on wages and many other issues. The parties engaged in the mediation/arbitration process consistent with Section A8.590-5(c) on April 23, 24, 25, 30 and May 1, 2019.

The Arbitrator grants the City's Request for Arbitral Notice filed May 9, 2019.

#### **TENTATIVE AGREEMENTS AND ISSUES IN DISPUTE**

The parties reached the following tentative agreements, which the Board finds warranted by Charter factors and incorporates into this award:

- Americans with Disabilities Act
- Use of Sick Leave with Pay Credits
- Union Security
- Non-Discrimination
- Layoffs
- Gender Pronoun
- Stewards
- Probationary Period
- Assignment of Work
- Intent
- SDI
- Law Enforcement Services Committee
- Call Back Pay
- Honor-Color Guard
- Emergency Services Unit
- Health and Welfare
- Bulletin Boards
- Bilingual Premium
- Union Access
- Paperless Pay Policy
- Tuition Reimbursement
- Modified Duty
- Volunteer/Parental Release Time
- Acting Assignment Pay
- Acting Watch Commander Pay
- NO Strike Provision
- Shift Differential
- Canine Pay
- Training Officers
- 8302 Package
- Retirement
- Longevity Pay
- Assignment of Work
- Negotiation Responsibility
- Employee Representatives
- Management Rights
- Vacation
- 12-hour Shifts
- Grievance Procedure
- Wages
- CalPERS Underpayment

On May 7, 2019, the parties submitted last, best and final offers. The remaining issues are:

**A. DSA Proposals:**

1. POST Premium
2. Uniforms

**B. City Proposals:**

1. Zipper Clause

Charter Section A8.590-5(d) requires the arbitration board to determine each issue by selecting the last best offer that most nearly conforms to “those factors traditionally taken into consideration in the determination of wages, hours, benefits and terms and conditions of public and private employment,” including but not limited to:

- changes in the average consumer price index for goods and services
- compensation and terms and conditions of employees performing similar services
- compensation and terms and conditions of other CCSF employees
- formulas provided in the Charter for the establishment and maintenance of compensation and terms and condition of employment
- financial condition of the City
- the City’s ability to meet the costs of the decision of the Arbitration Board

Not all factors are relevant to every issue. The relevant factors and their relative weight are discussed with respect to each issue below.

**Note:** Throughout its proposals, DSA proposes changing the current term “bargaining unit member(s)” to “employee(s).” The Arbitration Board will not discuss this aspect of the proposals in each instance.

**ISSUE 1: POST PREMIUM**

DSA proposes that Paragraph 155 be amended as follows:

155. ~~Bargaining unit members~~ Employees who possess an intermediate POST certificate shall, upon presenting documentation to the Department, receive an additional premium of four percent (4.0%) percent of their base rate of pay. Professional achievement pay shall be paid commencing with the first pay period following said presentation. Employees who possess an advanced POST certificate shall, upon presentation to the Department, receive an additional premium of six seven and a half percent (6.07.5%) percent of their base rate of pay. POST premium

shall be paid commencing with the first pay period following said presentation. The maximum POST premium shall be seven and a half percent (7.5%). Deputies hired prior to 1975 shall be entitled to receive either premium if (s)he has met the equivalent standard for either certificate. This payment shall not be considered "regular" pay for purposes of overtime.

The City opposes any language changes and counters with an increase to the advanced POST premium from 6% to 6.5 % of the base rate of pay.

Relevant Charter factors include internal and external comparability, the City's financial condition, and its ability to meet the costs of the arbitration award.

DSA argues that the City's last MOU with the POA increased premiums paid to officers who have obtained intermediate and advanced Peace Officer Standards and Training (POST) certificates by 2%. A 1.5% increase would reward longer-term employees who have advanced training.

The City is offering a 6.5% premium for advanced POST certificates to this unit, which it based on the average of POST premiums for sheriff's deputies in the comparator agencies, which is 6.18% (City Exhibit 25) The interest arbitration award for the CCSF-POA MOU explained that the POST premium increase for POA was necessary because the POA total compensation for longer-term officers was not comparable to that in comparator agencies. (DSA Ex. 77) Importantly, the MOU of the Sheriff's Managers and Supervisors Association, which represents the unit of Sergeants, Lieutenants and Captains, does not provide a 7.5% POST premium. If the DSA proposal were accepted, it would effectively cause compaction of compensation among the ranks in the Sheriff's Department.

The City's recent revenues have been sufficiently strong that the City shows increasing ending fund balances over the last several years and has large reserves. While the revenues are projected to remain strong for the short term, employee costs — as well as other expenditures — are increasing faster than revenues. There is a growing need for social services for the homeless and to administer services, such as In-Home Supportive Services, that the state performed but that recently have been "realigned" to local governments. Thus, while the revenue side of the picture is very positive and projected to expand, the City's expenditures on current policies and programs will lead to deficit spending if expenditures are not sufficiently constrained.

The City has already agreed to base wage increases of 3% on July 1, 2019, and an

additional 1% on December 28, 2019. Subject to certain contingencies, this unit will receive raises of 3% in July 2020, .5% in December 2020, 3% in July 2021, and .5% in January 2022. These increases are higher than the average of projections of the California Department of Finance and Moody's San Francisco Metropolitan Statistical Area CPI. Those projections are 2.97% in 2019-20, and 2.79% and 2.94% in the following years. Since approximately 51% of the unit has the advanced POST certificate, the Union's proposal would cost the City an additional \$566,705 more than the City's proposal each year. (See CXs 4, 14)

In sum, external and internal comparability factors, as well as consideration of the City's financial projections, the new wage agreement, and other demands for use of City revenues, weigh against the DSA's proposal.

**The Board finds that DSA's proposal is not warranted by Charter factors.**

## **ISSUE 2: UNIFORMS AND EQUIPMENT**

DSA proposes changing the language in Article IV.A. as follows:

281. 1. Uniform Allowance. Employees shall receive forty-two dollars, thirty cents (\$42.30) per pay period for the purchase and maintenance of uniforms. The City agrees to provide a sum of Nine Hundred and Fifty (\$950) dollars in the payroll that includes September 1 as a uniform allowance to represented employees who have been continuously employed in the Sheriff's Department. An employee shall be considered "continuously employed" if he/she was on duty status cumulatively for ten (10) of the twelve (12) months immediately preceding September 1 each year of this contract. Employees who were on duty status less than ten (10) of the twelve (12) months shall be paid a pro-rata uniform allowance, calculated on a twelve (12) month basis. However, to receive this allowance, an employee must be in paid status or on approved leave on September 1. If an employee is not on duty status or on approved leave on September 1, the employee will not receive any allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.
282. 2. BulletproofBallistic Vests. The City agrees to shall refurbish, repair or replace bulletproof vestsballistic vests for each represented employee. The City shall provide employee's voucher for a replacement vest ninety-days (90) months prior to the manufacture's expiration date., as appropriate and in accordance with manufacturer's specifications. All bBulletproofBallistic 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.



The City counters with language in Paragraphs 281 and 282 as follows:

281. 1. Uniform Allowance. The City agrees to provide a sum of ~~Nine Hundred and Fifty (\$950)~~ One Thousand dollars (\$1,000) in the payroll that includes September 1 as a uniform allowance to represented employees who have been continuously employed in the Sheriff's Department. An employee shall be considered "continuously employed" if he/she was on duty status cumulatively for ten (10) of the twelve (12) months immediately preceding September 1 each year of this contract. Employees who were on duty status less than ten (10) of the twelve (12) months shall be paid a pro-rata uniform allowance, calculated on a twelve (12) month basis. However, to receive this allowance, an employee must be in paid status or on approved leave on September 1. If an employee is not on duty status or on approved leave on September 1, the employee will not receive any allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.
282. 2. ~~Bulletproof~~ Ballistic Vests. The City agrees to shall refurbish, repair or replace ~~bulletproof ballistic~~ vests for each represented employee, ~~as appropriate and in accordance with manufacturer's specifications.~~ An employee may request a replacement vest three (3) months before the manufacturer's expiration date and the City will provide a voucher for a replacement vest before that date. ~~All bulletproof 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.

Relevant Charter factors include the City's financial condition, its ability to meet the costs of the arbitration award, and internal and external comparability.

The City argues that the unit's uniform allowance is higher than the average paid by comparator agencies, which is \$760 per year. (City Ex. 26) However, Deputy Jason Moore testified that the recurring annual costs for deputies to purchase and maintain their uniforms is approximately \$1,400. This does not include purchases of duty belts, rain gear, and Class B uniforms that deputies replace every several years. In addition, the City provides the POA unit with a uniform allowance of \$1,100. (City Ex. 9, p. 38) The difference in cost between the two offers is \$72,555 annually. The City can afford to increase this allowance to cover deputies' out-of-pocket costs.

**The Board finds that DSA's proposal is warranted by internal comparability and other Charter factors, including factors traditionally taken into consideration in the determination of terms and conditions of employment.**

**ISSUE 3: ZIPPER CLAUSE**

The City proposes the addition of the following language to Article V.

**V.B. AMENDMENT OR MODIFICATION**

311. This Agreement may be amended or modified, but only in writing, upon the mutual consent of the parties; subject to any necessary approvals.

**V.C. ZIPPER CLAUSE**

312. 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.

313. 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 and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding the matters covered by this Agreement are hereby superseded or terminated in their entirety.

Each party hereto voluntarily and unqualifiedly waives its rights to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Agreement. Nothing in this section shall preclude the parties from mutually agreeing to meet and confer on any issues within the scope of representation during the term of this Agreement.

The DSA is opposed to any change in the current language.

The relevant Charter factors include internal comparability of terms and conditions of other CCSF employees and traditional factors such as labor relations law and principles.

The primary reason the City gives in justification for this proposal is that the proposed new language is common in other City MOUs, in particular the Deputy Probation Officers' MOU (CX 41). However, no such language is in the POA's MOU (CX 9); nor is it in the Firefighters' MOU (CX 10) or MSA's MOU (CX 8). The Deputy Probation Officer's MOU did not exclude any past practices until those practices were identified and arbitrated.

Here, despite the DSA's request, the City did not provide SFDSA with sufficient information to know what side letters will be voided if its proposal is adopted. DSA is legally entitled to such information so that it may fully analyze and respond to proposals during negotiations. And the Board is unable to assess the import of the City's proposal if it does not

know what side agreements and past practices are to be excluded.

**The Board finds that the City's proposal is not warranted by internal comparability or other Charter factors, including factors traditionally taken into consideration in the determination of terms and conditions of employment.**

### CONCLUSION

A majority of the Board decided each issue discussed above. Panel member Whitehouse dissented on Issues 2 and 3. Panel member Jarvis dissented on Issue 1.

### AWARD

- 1. The Board awards the City's last, best and final offer to increase the advanced POST premium to 6.5% as described above.**
- 2. The Board awards DSA's last, best and final offer on Uniform Allowance as described above.**
- 3. The Board finds the City's proposal to change Articles V.B and V.C unwarranted by the Charter factors.**

Dated: May , 2019.

By: Katherine J. Thomson  
Katherine J. Thomson, Arbitrator/Mediator

Dated: May 14, 2019.

By: Michael Jarvis  
Michael Jarvis, DSA Panel Member

Dated: May 14, 2019.

By: Melissa Whitehouse  
Melissa Whitehouse, City Panel Member

### Dissenting Opinion of Michael Jarvis:

The DSA respectfully dissents from the Arbitration Board's decision on POST premiums. Given that the City increased the POA's pay attributable to both the intermediate and advanced POST certificates by two (2) percent each in the last round of bargaining, the DSA believes that

an increase in pay attributable to only the advanced certificate of 1.5% is the more reasonable proposal. Indeed, even if the City adopted the DSA's proposal, DSA members would still receive 0.5% less than POA members for the same degree by the time the contract is implemented (7.5% vs 8.0%). (*Id.*) Parity with the POA with respect to the value of POST pay is imperative.

Moreover, an increase in POST pay is an inexpensive way to increase the DSA's standing in the Parties' total compensation survey at a lower cost to the City because not all DSA members are eligible for the advanced certificate. In short, the DSA's proposal was a win/win for both Parties.



# **COLLECTIVE BARGAINING AGREEMENT**

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

THE SAN FRANCISCO  
DEPUTY SHERIFFS' ASSOCIATION

**July 1, 2019 - June 30, 2022**

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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.

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## **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**

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## 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.

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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:

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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 his 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

## 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 her/his 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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## 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.

66. *Union Access.* 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. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
73. c. 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

74. Any permanent employee laid off may have the selection of one of the two following options:
75. 1. Placement on the Civil Service Commission holdover roster pursuant to Civil Service Rule 112; or
76. 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.
77. 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.

## ARTICLE II – EMPLOYMENT CONDITIONS

78. When involuntarily removing or releasing from employment a represented employee, the employee shall receive the severance pay due under paragraph 78, 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.
79. 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 78.

### II.C ASSIGNMENT OF WORK

80. 1. *Probationary Period.* As defined and administered by the Civil Service Commission, the probationary period shall be as follows:
- |   |  |
|---|--|
| Class 8302 - Deputy Sheriff (Academy)   | 1040 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP) |
| 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) |
81. 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.*
82. 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.

ARTICLE II – EMPLOYMENT CONDITIONS

83. 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.
84. b. *Reorganization.* Except as provided by law, the parties recognize and agree that the reorganization of departments and/or departmental units and divisions, and the work pertaining thereto, is the sole and exclusive prerogative of the City.
85. 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.
86. The above provision is subject to the grievance procedure and may be filed at an advanced step of the grievance procedure by appealing directly to the Employee Relations Director or designee.
87. 4. *Assignment of Function.*
88. 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
89. any of the functions now performed or to be performed by appointees within the aforesaid classes considered in the aggregate, as to the following:
90. (1) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail;
91. (2) the security of the San Francisco Municipal and Superior Courts; and,

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## ARTICLE II – EMPLOYMENT CONDITIONS

92. (3) the enforcement of civil processes within the City and County of San Francisco.
93. b. *Meet and Confer.* The City shall not undertake in any manner to allocate to any person not an appointee within any of the aforesaid classes any of the functions now performed by appointees within the aforesaid classes, as to the hiring, training, retention, promotion, compensation, discipline, or discharge of employees within said classes, without advance notice of intent to the Deputy Sheriff's Association and appropriate meet and confer in advance of such allocation having due regard for the following:
94. (1) the current practices of other local law enforcement agencies within the State of California;
95. (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;
96. (3) the quality of service to be provided by the Sheriff's Department; and,
97. (4) bargaining unit work performed prior to 1986.
98. c. The parties incorporate by reference as if fully set forth Administration Code Sections 16.215(e)(1-4).
99. 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

100. 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.
101. 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.

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**ARTICLE III – PAY, HOURS AND BENEFITS**

**III.A. WAGES**

102. Represented employees will receive the following base wage increases:
103.           Effective July 1, 2019:                               3.0 %  
              Effective December 28, 2019:                       1.0 %
104. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
105. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.
106. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
107. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.
108. All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.
109. 1.   Market Wage Adjustments
- Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.

**ARTICLE III – PAY, HOURS AND BENEFITS**

110. 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.
111. 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
112. 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.
113. 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.
114. 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.
115. 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.
116. 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.

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117. The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2019 through June 30, 2022.

#### III.B. WORK SCHEDULES

118. 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.
119. 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, 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.
120. 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

121. Each premium or additional compensation set forth below shall be separately calculated based on an employee’s base rate of pay.
1. Shift Differential.
122. 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.
123. 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.

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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.

124. 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.

125. 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 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.

126. 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.

127. 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.
128. 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

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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).

129. 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.

130. 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.

131. a. Employees assigned by the Sheriff or his designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive 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.

132. Upon written approval by the Sheriff or designee, beginning on the eleventh (11<sup>th</sup>) day of an acting assignment under this section and retroactive to the first (1<sup>st</sup>) 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

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assigned. Premiums based on percent of salary shall be paid at a rate which includes acting assignment pay.

133. Requests for classification or reclassification review shall not be governed by this provision.
134. 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 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.
135. The Sheriff may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
136. 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.
137. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
138. 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.
139. 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.

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140. 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.
141. 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.
142. 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 subordinate, provided that the applicable conditions of this section are also met.
143. 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%).
144. 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.
145. 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.
146. 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:
- (1) one and one-half times the hourly rate of the federal minimum wage; or

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(2) one and one-half times the hourly rate achieved by the following calculation:  $0.2222 \times \text{Employee's base rate}$

147. 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.
148. b. *Professional Achievement/POST Premium.* Bargaining unit members who possess an intermediate POST certificate shall, upon presenting documentation to the Department, receive a premium of four (4.0%) percent of their base rate of pay. Professional achievement pay shall be paid commencing with the first pay period following said presentation. Employees who possess an advanced POST certificate shall, upon presentation to the Department, receive a premium of six and a half percent (6.5%) 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.
149. c. *Longevity Pay.*
150. (i.) Members hired by the Department on or before June 30, 2014 shall receive two percent (2%) longevity pay upon completion of more than five (5) years of service as a sworn member of the Department.
151. (ii.) Members hired by the Department on or after July 1, 2014 who have completed fifteen (15) years of service as a sworn member of the Department shall receive two percent (2%) longevity pay.
152. (iii.) Longevity pay shall be included for purposes of retirement benefit calculations and contributions.

#### III.D. OVERTIME COMPENSATION

153. 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



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work day or week shall be designated as overtime and shall be compensated at one-and-one-half (1-1/2) times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated as having a regular work day of less than eight (8) hours or a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours worked in a day and a week. For the purposes of this section, statutory holidays and in-lieu holidays shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

154. 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.
155. 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.
156. 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.
157. 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.
158. Employees may not accumulate a balance of compensatory time in excess of 160 hours.
159. 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.
160. 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

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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.

161. 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.
162. 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.
163. 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).
164. 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

165. 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:

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,

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"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**

166. Except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:
- January 1 (New Year's Day)
  - the third Monday in January (Martin Luther King, Jr.'s Birthday)
  - the third Monday in February (President's Day)
  - the last Monday in May (Memorial Day)
  - July 4 (Independence Day)
  - the first Monday in September (Labor Day)
  - the second Monday in October (Columbus Day)
  - November 11 (Veteran's Day)
  - Thanksgiving Day
  - the day after Thanksgiving
  - December 25 (Christmas Day)
167. 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.
168. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
169. The City shall accommodate religious belief or observance of employees as required by law.
170. 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.
171. 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

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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.

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

173. 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.
174. 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.

175. 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.
176. 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.
177. 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.

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178. 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 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.
179. 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.
180. 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.
181. 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.
182. 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.
183. 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.

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8. In-Lieu Holidays.

184. 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.
185. b. In-lieu days will be assigned by the Sheriff or designee if not scheduled in accordance with the procedures described herein.
186. 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**

187. 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.
188. 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:
189. 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.
190. 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.
191. 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.

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192.           2.     *Non-promotive Appointment.* When an employee accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule.
193.           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:
194.           a.     A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in their former classification.
195.           b.     Loss of compensation would result if appointee accepts a position at the normal step.
196.           c.     A severe, easily demonstrated and documented recruiting and retention problem exists.
197.           d.     The appointee possesses special experience, qualifications, and/or skills that, in the opinion of the Sheriff, warrant appointment above the entrance rate.
198.           4.     *Compensation Upon Reemployment.*
199.           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.
200.           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

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shall be based upon the increment anniversary date that would have applied in the higher classification.

201. c. *Reemployment in a Formerly Held Classification.* An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary schedule for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary schedule.

#### III.G. METHODS OF CALCULATION

202. 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.
203. 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.
204. 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:
205. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
206. 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*
207. 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

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remaining steps will be re-numbered, making eleven (11) steps in the 8304/8504 salary range.

208.           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.

209.           c.       All employees in classification 8304/8504 will advance to each successive step upon completion of the ~~one (1) year~~ (six (6) months, ~~effective July 1, 2006~~) 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)*

210.           a.       All employees in classifications 8306/8506 shall be paid at the top step of their salary range.

211.           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.

212.           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

213.           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.

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214. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.
215. 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.
216. 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.
217. 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.
218. 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.*
219. Entitlements afforded represented employees under Labor Code Section 4850 and Article II.D.4. of this Agreement shall not be affected by this provision.

#### III.J. VACATION

220. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.
221. *Vacation Slots Formula*
222. 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:

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223. 1. The Department shall establish sufficient vacation slots to ensure that all members' vacation accruals in the upcoming year shall be accommodated.
224. 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.
225. 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.
226. 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:

227.

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 January through May and September through November; 5 vacation slots June, July, August, and December.
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.

228. In addition, there shall be one Paid Time Off ("PTO") slot (for vacation or compensatory time off) 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 a 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.

229. 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:

1) Employee Only:

230. 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:

231. 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:

232. 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

233. 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

234. For purposes of this agreement, and any resulting agreements under paragraph 228, 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 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.**

235. 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.**

236. 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**

237. 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.

238. 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);

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- (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 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.

239. 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.

240. *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.

241. 1. Prop. C Employee Cost-Sharing:

- 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%.
- 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 224 plus an additional mandatory

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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.

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%

242.

**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

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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;
- (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.

- 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 224 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.M. 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.

**COLLECTIVE BARGAINING AGREEMENT  
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION  
JULY 1, 2019 – JUNE 30, 2022**



### **ARTICLE III – PAY, HOURS AND BENEFITS**

#### **Retirement Seminar Release Time**

243. 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.
244. 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.
245. This section shall not be subject to the grievance procedure.

#### **III.M. LEAVES OF ABSENCE**

246. 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**

247. 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**

248. 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).
249. In addition, an employee who is a parent or who has child rearing responsibilities (including domestic partners but excluding paid child care workers) of one or more children in kindergarten or grades 1 to 12 shall be granted unpaid release time of up to forty (40) hours each fiscal year, not exceeding eight (8) hours in any calendar month of the fiscal year, to participate in the activities of the school of any child of the employee, providing the employee, prior to taking the time off, gives reasonable notice of the planned absence. Subject to minimum staffing requirements, an employee may use vacation, floating holiday hours, or compensatory time off during the planned absence.

## ARTICLE IV - WORKING CONDITIONS

### IV.A. UNIFORMS AND EQUIPMENT

250. 1. Uniform Allowance. Employees shall receive forty-two dollars, thirty cents (\$42.30) per pay period for the purchase and maintenance of uniforms.
251. 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.
252. 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
253. 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
254. 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.
255. 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.
256. 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.

**IV.B. EMPLOYEE TUITION REIMBURSEMENT PROGRAM**

257. The City will contribute \$5,000 annually to an “Employee Tuition Reimbursement Program” to provide reimbursement for the Employee Tuition Reimbursement benefit identified in this section. Unused annual Employee Tuition Reimbursement funds will not roll over. Reimbursement is subject to the following conditions and limitations:
258. 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.
259. 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.
260. 3. The class and study time are outside the employee’s normal working hours.
261. 4. The course is completed with a grade better than C- or with a certificate of completion. In the event that the course is “pass-fail”; the employee must “pass” the course.
262. Reimbursement for books retained by the employee will be limited to 50% of the cost.
263. Employees may submit requests for benefits/reimbursement under this section up to a maximum of five hundred dollars (\$500) per fiscal year.
264. 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.
265. 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**

266. 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**

267. 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.
268. 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.
269. 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.
270. Employees shall possess the right to do the following with any frequency and without incurring any cost to the employee:
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.
271. 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.
272. The City shall make best efforts to provide no-cost ATMs available at large worksites and remote worksites.
273. Employees may print out pay advices during work hours.

**ARTICLE V - SCOPE**

**V.A. SAVINGS CLAUSE**

274. 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**

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

**V.C. ZIPPER CLAUSE**

276. 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.
277. Except as may be amended through the procedure provided in Article V.B. above, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein.

**V.D. DURATION OF AGREEMENT**

278. This Agreement shall be effective July 1, 2019, and shall remain in full force and effect through June 30, 2022.



**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) 828-2428

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.

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

**JULY 1, 2019 – JUNE 30, 2022**

## APPENDIX B MINIMUM STAFFING LEVELS

### CUSTODY OPERATIONS DIVISION

23:00 – 07:00		23:00 – 07:00		07:00 – 15:00		07:00 – 15:00		15:00 – 23:00		15:00 – 23:00	
		Sat,Sun&Hol				Sat,Sun&Hol				Sat,Sun&Hol	
Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.
CJ#1	1 11	1 11	2 13	1 11	1 13	1 11	1 13	1 13	1 13	1 13	1 13
CJ#2	1 13	1 13	2 20	1 21	1 15	1 15	1 15	1 15	1 15	1 15	1 15
CJ#3	1 8	1 8	2 14	1 13	1 11	1 11	1 11	1 11	1 11	1 11	1 11
CJ#5	2 23	2 23	3 37	2 37	3 34	2 34	2 34	3 34	2 34	2 34	2 34
C.R.U.1	2	1 2	1 4	1 3	1 4	1 4	1 4	1 4	1 4	1 4	1 4
Wards0	2	0 2	1 5	0 3	0 3	0 3	0 3	0 3	0 3	0 3	0 3
Class 0	2	0 2	1 7	1 3	0 2	0 2	0 2	0 2	0 2	0 2	0 2
19:00 – 07:00		19:00 – 07:00		07:00 – 19:00		07:00 – 19:00					
		Sat,Sun&Hol				Sat,Sun&Hol					
CJ#4	1 11	1 11	2 19	2 19	2 19	2 19	2 19	2 19	2 19	2 19	2 19

### FIELD OPERATIONS DIVISION

08:00 – 17:00		11:00 – 20:00		07:00 – 15:00		07:00 – 15:00		15:00 – 23:00		15:00 – 23:00	
						Sat,Sun&Hol.				Sat,Sun&Hol.	
HOJC	1 37	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
HOJS	0 0	0 0	0 3	0 1	0 2	0 2	0 2	0 2	0 2	0 2	0 2
CCCH	1 19	0 2	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
JJC	0 6	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0

COLLECTIVE BARGAINING AGREEMENT  
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2019 – JUNE 30, 2022



## APPENDIX C

### 12-hour shifts

#### Summary

The parties agree to implement a Pilot Program to evaluate the transition of identified Custodial and Patrol functions to 12-hour shifts during the term of the 2019-22 MOU. The following elements are necessary for the Department to successfully transition to 12-hour shifts:

- Implementation of 12-hour shifts would occur on a phased-in basis, with each phase occurring on an annual basis prior to shift/vacation bid.
- Implementation of Phase 1 would be contingent on the implementation of the Sick Leave policy.
- Implementation of Phase 2 would be contingent on the implementation of the EWW, Overtime, and Assignment Policies.
- Continuation of the 12-hour shifts would be determined annually by a review of specific metrics with the options to continue with the next phase, maintain the status quo, or phase out the 12-hour shifts.

### 12-Hour Shifts

#### 1. Implementation Timeline

- a. Immediately upon adoption of this agreement, the parties will begin negotiations over the Sick Leave Policy
- b. Phase I will be implemented after adoption of the Sick Leave Policy with a projected implementation of September 2019
- c. Phase II will be implemented after adoption of the EWW, Overtime, and Assignment policies, with a projected implementation of September 2020
- d. Phase III has a projected implementation of September 2021

#### 2. Phase I

- a. Phase I will be implemented after adoption of the Sick Leave Policy with a projected implementation of September 2019; prior to the October Vacation/Shift Bid
- b. Phase I will include the following facilities:
  - i. Community Programs;
  - ii. City Hall Security; and
  - iii. County Jail # 2.
- c. The Department will provide quarterly evaluations of the impacts of the 12-Hour shifts at these facilities

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

**JULY 1, 2019 – JUNE 30, 2022**

- d. On or about February 28, 2020, the Department will provide to the Association a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
    - i. Continue the 12-hour shifts with no change and proceed to Phase II, projected to be in September 2020;
    - ii. Continue the 12-hour shift with specific recommended changes and proceed to Phase II, projected to be in September 2020;
    - iii. Continue the 12-hour shift with specific recommended changes and delay implementation of Phase II; or
    - iv. End the Pilot Program.
  - e. The parties will meet in March of 2020 to confer over any changes in the Pilot Program which fall within the scope of representation and (if applicable) to determine the appropriate facilities to participate in Phase II.
3. Phase II
- a. Phase II will be implemented after adoption of the EWW, Overtime, and Assignment policies, with a projected implementation of September 2020; prior to the October Vacation/Shift Bid.
  - b. The Department will provide to the Association quarterly evaluations of the impacts of the 12-Hour shifts at facilities which are part of Phase I and Phase II
  - c. On or about February 28, 2021, the Department will provide a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
    - i. Continue the 12-hour shifts with no change and proceed to Phase III, projected to be in September 2021;
    - ii. Continue the 12-hour shift with specific recommended changes and proceed to Phase III, projected to be in September 2021;
    - iii. Continue the 12-hour shift with specific recommended changes and delay implementation of Phase III; or
    - iv. End the Pilot Program.
  - d. The parties will meet in March of 2021 to confer over any changes in the Pilot Program which fall within the scope of representation and (if applicable) to determine the appropriate facilities to participate in Phase III.
4. Phase III
- a. Phase III has a projected implementation of September 2021, prior to the October Vacation/Shift Bid.
  - b. The Department will provide to the Association quarterly evaluations of the impacts of the 12-Hour shifts at facilities which are part of Phase I, Phase II, and Phase III.
  - c. On or about February 28, 2022, the Department will provide a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
    - i. Continue the 12-hour shifts with no change;
    - ii. Continue the 12-hour shift with specific recommended changes;
    - iii. Continue the 12-hour shift with specific recommended changes; or
    - iv. End the Pilot Program.
  - d. The parties will meet in March of 2022 to confer over any changes in the Pilot Program which fall within the scope of representation.

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

JULY 1, 2019 – JUNE 30, 2022

5. Quarterly Evaluations

- a. The Department, and other City departments as appropriate, will evaluate the below metrics during the term of the Pilot Program to determine favorable and/or unfavorable changes that may be attributable to the Pilot Program.
- b. Overtime Costs
- c. FLSA Compensation
- d. Overtime Hours Worked
- e. Mandatory "Draft" Overtime as a proportion of all Overtime
- f. Sick Leave Usage
- g. Vehicle Accidents
- h. Employee Injuries

6. Impasse Resolution

- a. Should the parties fail to reach agreement over the implementation of the 12-hour shift schedule, upon the request of either party, as the exclusive impasse resolution procedure, the parties shall submit any issues remaining in dispute to a mediation/arbitration board convened in accordance with the procedures set forth in Charter Section A8.590-5, unless an exception applies pursuant to Charter Sections A8.590.1-A8.590-9, except that with respect to A8.590-5(b), the parties shall select and appoint board members, including the neutral chair, within ten (10) days of declaration of impasse by either party and with respect to A8.5095(h), the decision of the mediation/arbitration board, if any, shall be in accordance with the procedures and criteria set forth in A8.509-5(d). In all other respects, A8.509-5(h) shall apply.
- b. This includes resolution of impasses involving the following:
  - i. Implementation of Departmental Policies on Sick Leave, Extended Work Week, Overtime, and Assignment on the timeline identified above;
  - ii. Impacts of changes to the Pilot Program based on Annual Evaluations, including decisions to phase out 12-hour shift.



## 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

A handwritten signature in cursive script, appearing to read 'Carol Isen', written over a horizontal line.

Carol Isen

5/13/19  
Date

FOR THE ASSOCIATION

A handwritten signature in cursive script, appearing to read 'Michael Jarvis', written over a horizontal line.

Michael Jarvis

5/11/19  
Date

Approved As To Form:

Katharine Hobin Porter

Date



# COLLECTIVE BARGAINING AGREEMENT

between

THE CITY AND COUNTY OF SAN FRANCISCO

and

THE SAN FRANCISCO  
DEPUTY SHERIFFS' ASSOCIATION

July 1, 2014<sup>19</sup> - June 30, 2019<sup>22</sup>

**Revised per Amendment #1**

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COLLECTIVE BARGAINING AGREEMENT  
SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION  
JULY 1, 2014~~19~~ – JUNE 30, 201~~9~~22

## 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 ~~recognized employee~~exclusive representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classesclassifications:

8302 - Deputy Sheriff I (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, 201419 – JUNE 30, 201922



## 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 and the employees 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. The 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

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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. ~~Executive Board of Directors~~ **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** ~~Executive Board of Directors~~. 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 ~~Board~~ 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 his/her designee, shall notify the Department at least ~~forty-eight (48) hours~~ **two (2) business days** in advance of the ~~Board~~ 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 ~~seven (7)~~ **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

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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.

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.
23. ~~Except as provided in the above paragraph hereof, the Association agrees that it will make no proposals for changes in the terms and conditions of employment of bargaining unit members for the duration of this Memorandum.~~

### 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.

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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:
28. a. All Civil Service Commission "carve-outs," as described in Charter ~~s~~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.
34. *Grievance Initiation.*
32. a. A grievance affecting more than one employee shall be filed with the departmental official having authority over all 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 his designee at Step 2.

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34. c. All other issues grievances shall be initiated at Step 1.
35. 45. *Steps of the Procedure.* The grievant shall discuss the grievance informally with ~~his/her~~ the grievant's immediate supervisor, provided the grievance is not a discrimination or retaliation claim against that supervisor, and try to work out a satisfactory solution in an informal manner as soon as possible, but in no case later than ten (10) calendar days from the date of the occurrence of the act or the date the grievant might reasonably have been expected to have learned of the alleged violation being grieved. The grievant may have an Association representative present.
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 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 ~~Director, Employee Relations~~ **Director**, or its designee ("ERD"), in writing, ~~specifying the reason(s) why it is dissatisfied with the Department's response,~~ within fifteen (15) calendar days of receipt of the Step 2 ~~response~~ answer. 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 Grievances only Appeals.* The Association dissatisfied with the Sheriff's response at Step 2 may appeal imposed discipline to the binding arbitration under this Article. ~~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. Disciplinary grievances may be appealed only through the Administrative Appeals Board and may not be submitted to arbitration under this Article.~~

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45.        ~~56.~~    ~~Step 4 --- Arbitration for Contractual Interpretation grievances only.~~ If the Association is dissatisfied with the Step 3 response it may appeal by notifying ERD, in writing, within fifteen (15) calendar days of its receipt of the Step 3 response, that arbitration is being invoked. Only the Association may submit a ~~Contractual Interpretation~~ grievance to arbitration under this Article.
46.        ~~67.~~    *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.
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 ~~(s)he~~the panelist will be available to hear the Expedited Arbitration in not greater than thirty (30) days from ~~her/his~~ selection.
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~~its own legal expenses and costs for grievances in connection with the presentation of its case. ~~All f~~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

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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. ~~78.~~ *Selection of an Arbitrator (not Expedited Arbitration).* Each July, the parties agree to the following establish a list of at least seven (7) but not more than ten (10) arbitrators to serve as the permanent 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.

~~Chuck Askin  
Buddy Cohn  
MaryAnn Dresner  
John LaRocco  
Kenyette Jones  
Luella Nelson  
William Riker  
Katherine Thomson  
Carol Vendrillo  
Barry Winograd~~

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. arbitrator shall be selected from the permanent panel in accordance with the following procedure:

53. 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.~~
54. b. ~~The panelist next in order following any strike options exercised by the parties shall be designated to hear the case.~~
55. 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.~~

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53. *Authority of the Arbitrator.* The decision of the arbitrator (for both Arbitration and Expedited Arbitration) shall be final and binding, unless challenged under applicable law. The arbitrator shall have no authority to add to, ignore, modify or amend the terms of this Agreement.
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.
56. ~~8. *The Discipline Process.* The imposition of discipline shall be governed by Department Policy, Article X. A copy of Department Policy, Article X is attached hereto as Appendix A.~~

## I.J. UNION SECURITY

56. ~~1. *Authorization for Deductions.* The City shall deduct Association dues, initiation fees, premiums for insurance programs and political action fund contributions from an employee's pay upon receipt by the Controller of a form authorizing such deductions by the employee. The City shall pay over to the designated payee all sums so deducted. Upon request of the Association, the Controller agrees to meet with the Association to discuss and attempt to resolve issues pertaining to delivery of services relating to such deductions.~~
57. ~~2. *Dues Deductions.* Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. For the administrative convenience of the City and the Association, an employee may only revoke a dues authorization by delivering the notice of revocation to the Controller during the two week period prior to the expiration of this Agreement. The revocation notice shall be delivered to the Controller either in person at the Controller's office or by depositing it in the U.S. mail addressed to the Payroll/Personnel Services Division, Office of the Controller, One South Van Ness Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94103; Attention: Dues Deduction. The City shall deliver a copy of the~~

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notices of revocation of dues deductions authorizations to the Association within two (2) weeks of receipt.

### ~~I.K. — AGENCY SHOP~~

58. ~~1. *Application.* Except as provided otherwise herein, the provisions of this section shall apply to all employees of the City in all classifications represented by the Association in represented units when on paid status. These provisions shall not apply to individual employees of the City in represented units who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employee Relations Ordinance. Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Association shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Association no less than ten (10) working days prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208 (B) of the Employee Relations Ordinance.~~
59. ~~*Implementation.* An agency shop shall be implemented within representation units or subunits when:~~
60. ~~a. *Election.* The Association has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and fifty percent (50%) plus one of those voting favor agency shop, or~~
61. ~~b. *2/3 Membership.* The Association makes a showing that 2/3 of the employees within the unit or subunit are dues paying members of the Association, or~~
62. ~~c. *New Employees.* The Association requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Association and the Employee Relations Division.~~
63. ~~2. *Service Fee.* Upon such an event occurring, employees of the City in the particular unit or subunit, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Association, or in lieu thereof, shall pay a service fee to the Association. The fair share service fee payment shall be established annually by the Association, provided that such fair share agency shop service fee will be used by the Association only for the purposes permitted by law.~~

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64. ~~3. *Religious Exemption.* Any employee of the City in a classification identified in Article I.A., who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Association membership, shall upon presentation of membership and historical objection be relieved of any obligation to pay the required service fee. The Association shall be informed in writing of any such requests.~~
65. ~~4. *Payroll Deduction.* The Association shall provide the Employee Relations Director and the City with a current statement of membership fees. Such statement of membership fees shall be amended as necessary. The City may take up to thirty (30) days to implement such changes. Effective the second complete pay period commencing after the election or request or showing described in (b) and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in (a) thereof, and each pay period thereafter, the City shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee. Nine (9) working days following payday the City will promptly pay over to the Association all sums withheld for membership or service fees.~~
66. ~~5. *Financial Reporting.* Annually, the Association will provide an explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. The Association will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision-maker not chosen by the Association and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.~~
67. ~~6. *Indemnification.* The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this provision.~~
68. ~~7. *Hudson Compliance.* The Association shall comply with the requirements set forth in *Chicago Teachers Union v. Hudson*, 475 U.S. 292 (1986) for the deduction of agency shop fees. Annually, the Association shall certify in writing to the City that the Association has complied with the requirements set forth in this article and in *Hudson*, 475 U.S. 292.~~

### 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

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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.
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 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.L.K. BULLETIN BOARDS / UNION ACCESS / GENERAL INFORMATION**

- ~~70. *Employee Lists.* The Controller/City's designee shall provide with each dues deduction payment a list of employees paying membership fees and a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and amount deducted.~~
- ~~71. *Bulletin Boards.* The City agrees to provide a reasonable amount of space on bulletin boards within Department facilities for use by the Association to communicate with its employees on representation-related matters. All posted Association literature must be dated, identified by affiliation and author, and neatly displayed. The Association must remove postings from Department bulletin board when the materials are no longer timely. The Department may remove any literature not posted within the specific limits of this section upon notifying the Association.~~
- ~~72. Any Association member posting Association literature shall do so in a manner that does not interfere with or interrupt the performance of employees' duties.~~
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 violates the law. The Department may remove this type of literature immediately and shall notify the Association of its removal.
66. *Union Access.* 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

ARTICLE I - REPRESENTATION

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

- ~~73. The City and the Association recognize that the City is required to comply with the California Fair Employment and Housing Act, Title VII of the 1964 Civil Rights Act, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1963, and other applicable federal, state and local statutes prohibiting discrimination, harassment and retaliation. The City and the Association agree that, pursuant to the City's obligations under those state, federal and local statutes no bargaining unit member employed by the City shall in any way be discriminated or retaliated against, or harassed, because of race, color, creed, religion, sex, gender identity, national origin, physical handicap, age, political affiliation or opinion, or sexual preference. The parties agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with all applicable state, federal and local statutes. The City and the Association further agree that no bargaining unit member shall be discriminated against because of Association activity.~~
- ~~74. In the event more than one administrative remedy may be available within the City and County governmental system of San Francisco, the Association shall elect one. An individual employee may exercise whatever right he or she may have under the law.~~
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. This section is not intended to affect the right of any employee to elect any applicable administrative remedy for discrimination proscribed herein. In the event that more than one administrative remedy is offered by the City and County of San Francisco, the Association and the employee shall elect only one. That election is irrevocable. It is understood that this paragraph shall not foreclose the election by an affected employee of any administrative or statutory remedy provided by law.
73. c. 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.

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~~II.B AMERICANS WITH DISABILITIES ACT~~

- ~~75. The parties agree that the City is obligated to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans' With Disabilities Act, the Fair Employment and Housing Act, and all other applicable federal, state and local disability anti-discrimination statutes. The parties further agree that this Memorandum shall be interpreted, administered and applied in a manner consistent with such statutes. The City reserves the right to take any action necessary to comply with such statutes; however, such action does not include the right to create permanent light duty assignments or the requirement of the Department to accommodate any individual who is permanently incapable of performing the essential job duties as determined by the Sheriff.~~

**II.CB LAYOFFS**

74. Any permanent employee laid off may have the selection of one of the two following options:
75. 1. Placement on the Civil Service Commission holdover roster pursuant to Civil Service Rule 112; or
76. 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.
77. 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.
78. ~~The parties agree that w~~When involuntarily removing or releasing from employment a represented employee, the employee shall receive the severance pay due under paragraph 78, 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.
79. 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 78.

**II.DC ASSIGNMENT OF WORK**

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

Class 8302 - Deputy Sheriff I (Academy) ~~18 months~~1040 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)

Class 8304/8504 - Deputy Sheriff None (1 year if filled by non-promotive other than 8302)2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)

Class 8306/8506 - Senior Deputy Sheriff ~~1 year~~2080 regularly scheduled hours (WKP) worked, including legal holiday pay (LHP)

81. Except as provided by the City's Civil Service Rules (including automatic extensions due to absences), ~~t~~The duration of the probationary period may be extended by written mutual agreement of the employee and the Sheriff.

2. *Reclassification/Reorganization.*

82. 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.

83. 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.

84. ~~b. *Transfer of Work between Bargaining Units/Incidental Employee Work Assignments.* The City shall have the right, in its sole discretion, to assign~~

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ARTICLE II – EMPLOYMENT CONDITIONS

~~work to any classification determined to be appropriate for the performance of said duties.~~

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

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

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

85. 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.

86. ~~The parties shall meet to evaluate the implementation of the above provision no later than January 1, 2016. Arbitrator John LaRocco shall retain jurisdiction, solely to opine, in the event the parties differ in their evaluation, whether the Sheriff's decision to adjust minimum staffing was exercised reasonably.~~

86. The above provision is subject to the grievance procedure and may be filed at an advanced step of the grievance procedure by appealing directly to the Employee Relations Director or designee.

87. 4. *Assignment of Function.*

88. 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:

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Deputy Sheriff  
Senior Deputy Sheriff

89. any of the functions now performed or to be performed by appointees within the aforesaid classes considered in the aggregate, as to the following:
90. (1) the intake, processing, housing, release, and transportation of prisoners in any facility of the San Francisco County Jail;
91. (2) the security of the San Francisco Municipal and Superior Courts; and,
92. (3) the enforcement of civil processes within the City and County of San Francisco.
93. b. *Meet and Confer.* The City shall not undertake in any manner to allocate to any person not an appointee within any of the aforesaid classes any of the functions now performed by appointees within the aforesaid classes, as to the hiring, training, retention, promotion, compensation, discipline, or discharge of employees within said classes, without advance notice of intent to the Deputy Sheriff's Association and appropriate meet and confer in advance of such allocation having due regard for the following:
94. (1) the current practices of other local law enforcement agencies within the State of California;
95. (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;
96. (3) the quality of service to be provided by the Sheriff's Department; and,
97. (4) bargaining unit work performed prior to 1986.
98. c. The parties incorporate by reference as if fully set forth Administration Code Sections 16.215(e)(1-4).
99. 5. Matters within the jurisdiction of the Civil Service Commission are not subject to grievance or arbitration.

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**II.E PERSONNEL FILES AND OTHER PERSONNEL MATTERS**

100. 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.
101. 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

102. Represented employees will receive the following base wage increases:
103. ~~Effective October 11, 2014: 3%~~
104. ~~Effective October 10, 2015: 3.25%~~
105. ~~Effective July 1, 2016, represented employees will receive a base wage increase between 2.25% and 3.25%, depending on inflation, and calculated as  $(2.00\% \leq \text{CPI-U} \leq 3.00\%) + 0.25\%$ , which is equivalent to the CPI-U, but no less than 2% and no greater than 3%, plus 0.25%.~~
- |      |                              |       |
|------|------------------------------|-------|
| 106. | Effective July 1, 2019:      | 3.0 % |
|      | Effective December 28, 2019: | 1.0 % |
107. Effective July 1, 2020, represented employees will receive a base wage increase of 3.0%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on July 1, 2020, will be delayed by approximately six (6) months, to be effective December 26, 2020.
108. Effective December 26, 2020, represented employees will receive a base wage increase of 0.5%, except that if the March 2020 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 2020-2021 that exceeds \$200 million, then the base wage adjustment due on December 26, 2020, will be delayed by approximately six (6) months, to be effective close of business June 30, 2021.
109. Effective July 1, 2021, represented employees will receive a base wage increase of 3.0%, except that if the March 2021 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 2021-2022 that exceeds \$200 million, then the base wage adjustment due on July 1, 2021, will be delayed by approximately six (6) months, to be effective January 8, 2022.
110. Effective January 8, 2022, represented employees will receive a base wage increase of 0.5%, except that if the March 2021 Joint Report, prepared by the Controller, the

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Mayor's Budget Director, and the Board of Supervisors' Budget Analyst, projects a budget deficit for fiscal year 2021-2022 that exceeds \$200 million, then the base wage adjustment due on January 8, 2022, will be delayed by approximately six (6) months, to be effective close of business on June 30, 2022.

112. ~~In calculating CPI-U, the Controller's Office shall use the Consumer Price Index — All Urban Consumers (CPI-U), as reported by the Bureau of Labor Statistics for the San Francisco Metropolitan Statistical Area. The growth rate shall be calculated using the percentage change in price index from February 2015 to February 2016.~~
107. ~~Effective July 1, 2017, represented employees will receive a base wage increase of 3%.~~
108. ~~Effective July 1, 2018, represented employees will receive a base wage increase of 3% unless the March 2018 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 2018-2019 that exceeds \$200 million, in which case the base wage adjustments of 3% due on July 1, 2018, will be delayed by six (6) months until the pay period including January 1, 2019.~~
111. All base wage calculations shall be rounded to the nearest whole dollar, biweekly salary.
112. 1. Market Wage Adjustments
- Effective June 25 of each year of the Agreement, all covered employees shall receive a market wage adjustment as set forth below.
113. 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.
114. 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
115. 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

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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.

116. 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.
117. 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.
118. 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.
119. 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.
120. The market wage adjustment process set forth in Article III.A shall be suspended effective July 1, 2017~~19~~19 through June 30, 2019~~22~~22.

#### III.B. WORK SCHEDULES

121. 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.
122. 2. *Regular Work Week.* The Sheriff shall determine the work schedule for employees in ~~his/her~~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

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another may be required to work in excess of five (5) working days in conjunction with changes in their work shifts or schedules.

123. 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

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

1. ~~Night Duty~~**Shift Differential.**

125. **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%) ~~per hour in addition to their straight time hourly~~**of the employee's** base rate of pay for ~~any and~~ all hours worked between 4:00 p.m. and 11:00 p.m.

126. **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%) ~~per hour in addition to their straight time hourly~~**of the employee's** base rate of pay for ~~any and~~ all hours worked between 11:00 p.m. and 6:00 a.m.

127. 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.

128. 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

### ARTICLE III – PAY, HOURS AND BENEFITS

communication device. When such employees are called to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. However, standby pay shall not be allowed in classes or positions whose duties are primarily administrative in nature, as designated by the Sheriff.

#### 3. Call Back Pay.

129. 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.

130. a. *Officer Training Duties.* Employees represented by the Association who are assigned training officer duties shall be paid an additional \$3.12 ~~(three dollars and twelve cents)~~ five dollars (\$5.00) per hour when such duties are actually performed.
131. b. *Honor/Color Guard.* Employees shall receive ~~The City agrees to provide a premium of 0.5% of their base rate of pay when they are assigned to and remain a member in good standing per pay period to each represented employee who has served in the Sheriff's Honor/Color Guard. for at least one week during that pay period. 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).~~
132. c. *Emergency Services Unit.* Employees shall receive ~~The City agrees to provide a premium of three percent (3%) of their base rate of pay per pay period to each represented employee who was when assigned to the Emergency Services Unit for at least one week during that pay period. To be entitled to this premium, employees assigned to the Emergency Services Unit must agree to wear a Department issued pager, or, at their option, carry a personal cellular telephone or other electronic communication device, while off-duty and to respond immediately when contacted~~ when ~~pag~~ed. While

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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 ~~except for a Department-issued pager.~~

5. Bilingual Premium.

133. ~~Bilingual pay, in the amount of thirty five dollars (\$35) bi-weekly, shall be paid to members~~ **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.

134. ~~The Sheriff's Department shall make a good faith effort to schedule an annual language proficiency exam for certification, with the Department of Human Resources, as determined and approved by the Sheriff, for those bargaining unit members assigned to the Administrative and Programs Division and Field Operations Division.~~

**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.

135. a. Employees assigned by the Sheriff or his designee to perform a substantial portion of the duties and responsibilities of a higher classification shall receive ~~compensation at a higher salary~~ **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.

136. Upon written approval by the Sheriff **or designee**, beginning on the eleventh (11<sup>th</sup>) day of an acting assignment under this section and retroactive to the first (1<sup>st</sup>) day of the assignment, an employee shall be paid at a ~~step of the established salary schedule of the higher class which is at least five percent (5%) above the employee's base salary but which does~~ **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 ~~out of class~~ **acting assignment** pay.

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137. Requests for classification or reclassification review shall not be governed by this provision.
138. b. Acting Watch Commander Premium. An 8304/8504 Deputy Sheriff or 8306/8506 Senior Deputy Sheriff when assigned under Sheriff's Department rules, to the duties of a higher ranking supervisor who is the Watch Commander during the absence of the Watch Commander during his or her the employee's normal tour of duty shift, at Jails #1, 2, 4, 5 3, 7, 8, 9, Hall of Justice Courts (in the absence of an/8310), Alternative Community Programs Division, Station Transfer Unit, Institutional Police Sheriff's Patrol Unit, Civic Center Courts, Youth Guidance Juvenile Justice Center, the General Hospital Security wing, CAD/911 Department of Emergency Management, the Central Records and Warrants Bureau Unit (CWB CRWU), City Hall Security, Transportation, the Training Unit, the Investigative Services Internal Affairs Unit, Laguna Honda Hospital, Hall of Justice Security, Medical Examiner's Office, or the Classification Unit, shall be entitled to receive seven and one-half percent (7.5%) of the employee's base rate of pay, premium over his/her normal compensation.
7. Supervisory Differential.
139. The Sheriff may adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:
140. a. The supervisor, as part of the regular responsibilities of his/her their class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.
141. b. The supervisor must actually supervise the technical content of subordinate work and possess education and/or experience appropriate to the technical assignment.
142. 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.
143. 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.

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144. 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.
145. 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.
146. f. If the application of this section adjusts the compensation schedule of an employee in excess of ~~his/her~~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 ~~his/her~~the supervisor's highest paid subordinate, provided that the applicable conditions of this section are also met.
147. 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%).
148. 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.
149. 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.
150. 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:**

**(1) one and one-half times the hourly rate of the federal minimum wage; or**

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**(2) one and one-half times the hourly rate achieved by the following calculation:  $0.2222 \times \text{Employee's base rate}$**

151. The first six (6) hours of canine care activities, within a pay period, will be compensated at one and one-half times the hourly rate of the federal minimum wage (for example, the federal minimum wage as of July 1, 2014, is \$7.25 per hour and that rate will apply until such time as the federal minimum wage is changed); pursuant to 29 USC § 207(g)(2), the second six (6) hours within a pay period, will be paid at one and one-half times the hourly rate paid for the first six hours (for example, as of July 1, 2014, the first six hours will be paid at \$10.88 per hour ( $\$7.25 \times 1.5 = \$10.88$ ) and the second six hours will be paid at \$16.32 per hours ( $\$10.88 \times 1.5 = \$16.32/\text{hour}$ ). 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.
152. b. *Professional Achievement/POST Premium.* Bargaining unit members who possess an intermediate POST certificate shall, upon presenting documentation to the Department, receive a premium of four (4.0%) percent of their base rate of pay. Professional achievement pay shall be paid commencing with the first pay period following said presentation. Employees who possess an advanced POST certificate shall, upon presentation to the Department, receive a premium of six **and a half percent** (6.0**5**%) ~~percent~~ of their base rate of pay. Deputies hired prior to 1975 shall be entitled to receive either premium if (s)he ~~has~~**they** met the equivalent standard for either certificate. This payment shall not be considered "regular" pay for purposes of overtime.
153. c. *Longevity Pay.*
154. (i.) Members hired by the Department on or before June 30, 2014 shall receive two percent (2%) longevity pay upon completion of more than five (5) years of service as a sworn member of the Department.
155. (ii.) Members hired by the Department on or after July 1, 2014 who have completed ~~eighteen~~**fifteen** (~~18~~**15**) years of service as a sworn

member of the Department shall receive two percent (2%) longevity pay.

156. (iii.) Longevity pay shall be included for purposes of retirement benefit calculations and contributions.

#### III.D. OVERTIME COMPENSATION

157. The Sheriff may require employees to work longer than the regular work day or the regular work week. Any time worked under proper authorization or suffered to be worked by an employee, exclusive of part-time employees, in excess of actual paid work on a regular work day or week shall be designated as overtime and shall be compensated at one-and-one-half (1-1/2) times the base hourly rate which may include a night differential if applicable; provided that employees working in classifications that are designated as having a regular work day of less than eight (8) hours or a regular work week of less than forty (40) hours shall not be entitled to overtime compensation for work performed in excess of said specified regular hours until they exceed eight (8) hours per day and forty (40) hours per week, provided further, that employees working in a flex-time program shall be entitled to overtime compensation as provided herein when required to work more than eighty (80) hours per payroll period. Overtime shall be calculated and paid on the basis of the total number of straight-time hours worked in a day and a week. For the purposes of this section, statutory holidays and in-lieu holidays shall be counted as hours worked. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.
158. 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.
159. 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.
160. 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.
161. 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.



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162. Employees may not accumulate a balance of compensatory time in excess of 160 hours.
163. 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.
164. 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 ~~his or her~~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 ~~his or her~~their option, may carry over forty (40) hours of accrued compensatory time to the position in a higher classification within the department.
165. A non-“Z” or “L” classified employee who is appointed to a position in another department shall have ~~his or her~~their entire compensatory time balances paid out at the rate of the underlying classification prior to appointment.
166. 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.
167. 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).
168. 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 ~~his/her~~their designee, will consult with the DSA.

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Third Party Requests for Law Enforcement Services

169. 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:

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**

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

January 1 (New Year's Day)  
the third Monday in January (Martin Luther King, Jr.'s Birthday)  
the third Monday in February (President's Day)  
the last Monday in May (Memorial Day)  
July 4 (Independence Day)  
the first Monday in September (Labor Day)  
the second Monday in October (Columbus Day)  
November 11 (Veteran's Day)  
Thanksgiving Day  
the day after Thanksgiving  
December 25 (Christmas Day)

171. 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.
172. Provided further, if January 1, July 4, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.
173. The City shall accommodate religious belief or observance of employees as required by law.
174. 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

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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.

175. 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.

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

177. 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.

178. 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.

179. a. Employees assigned to seven (7) day-operation departments or employees working a five (5) day work week other than Monday through Friday shall

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be allowed another day off if a holiday falls on one of their regularly scheduled days off.

180.           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.
181.           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.
182.           d.     Subsections b. and c., above, shall apply to part-time employees on a pro-rata basis. If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, ~~he/she~~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 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.**

183.     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.**

184.     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.**

185.     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.

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186. 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.
187. 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.
188. 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.
189. b. In-lieu days will be assigned by the Sheriff or designee if not scheduled in accordance with the procedures described herein.
190. 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

191. 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.
192. 1. *Promotive Appointment in a Higher Class.* ~~Except as provided in paragraph 206 below [re 8302 class], a~~An employee following completion of the probationary period or six (6) months of service, and who is appointed to a position in a higher classification, deemed to be promotive shall have ~~his/her~~their salary adjusted to that step in the promotive class as follows:
193. a. If the employee is receiving a salary in ~~his/her~~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.

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194.           b.     If the employee is receiving a salary in ~~his/her~~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.
195.           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.
196.           2.     *Non-promotive Appointment.* When an employee accepts a non-promotive appointment in a classification having the same salary schedule, or a lower salary schedule, the appointee shall enter the new position at that salary step which is the same as that received in the prior appointment, or if the salary steps do not match, then the salary step which is immediately in excess of that received in the prior appointment, provided that such salary shall not exceed the maximum of the salary schedule.
197.           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:
198.           a.     A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in ~~his/her~~their former classification.
199.           b.     Loss of compensation would result if appointee accepts a position at the normal step.
200.           c.     A severe, easily demonstrated and documented recruiting and retention problem exists.
201.           d.     The appointee possesses special experience, qualifications, and/or skills that, in the opinion of the Sheriff, warrant appointment above the entrance rate.
202.           4.     *Compensation Upon Reemployment.*

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203. 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.
204. 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.
205. c. *Reemployment in a Formerly Held Classification.* An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary step in the salary schedule for the classification closest to, but not below, the prior salary amounts, provided that salary shall not exceed the maximum of the salary schedule.
- ~~206. 5. As awarded by arbitration, all 8302 employees, after completing 12 months in the 8302 classification, will move to the salary level of step 1 of classification 8304/8504. Probationary and current requirements for the class 8302 will be maintained. An 8302 employee will move to salary step 2 of class 8304/8504 upon completion of six months of continuous service after achieving step 1, provided such employee successfully completes the 8302 probationary period. Unless otherwise modified by this Article, the Civil Service Commission Rule 14, section 14.38 et seq., shall govern the 8302 classification and advancement to the 8304/8504 classification.~~

### III.G. METHODS OF CALCULATION

206. 1. *Bi-Weekly.* An employee whose compensation is fixed on a bi-weekly basis shall be paid the bi-weekly salary for ~~his/her~~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.

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207. 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.
208. 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:
209. a. A fraction of less than one-half (1/2) shall be dropped and the amount reduced to the next full cent.
210. 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*
211. 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. All employees in classification 8302, after completing twelve (12) months in that classification, shall move to Step 1 of the 8304/8504 salary range.
212. 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. Any employee assigned to classifications 8302 or 8304/8504, Step 1, who has completed eighteen (18) months or more of service shall be paid at the 8304/8504 Step 2 salary rate.
213. c. All employees in classification 8304/8504 will advance to each successive step upon completion of the one (1) year (six (6) months, effective July 1, 2006) 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.

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#### 2. *Supervisory Ranks (8306/8506 Employees)*

214. a. All employees in classifications 8306/8506 shall be paid at the top step of their salary range.
215. 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.
216. 4. *Exceptions.* An employee shall not receive a salary adjustment based upon service as herein provided if ~~he/she has~~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 ~~his/her~~their previous increment equals or exceeds the service required for the increment, and such increment date shall be ~~his/her~~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.
217. ~~5. *Accelerated Steps.* Please reference Appendix C for the Accelerated Step structure that took effect July 1, 2006.~~

#### III.I. WORKERS' COMPENSATION & RETURN TO WORK

217. 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.
218. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request to the appointing officer or designee within seven (7) calendar days following the first date of absence. Disability indemnity payments will be automatically supplemented with sick pay credits (if the employee has sick pay credits and is eligible to use them) to provide up to the employee's normal salary unless the employee makes an alternative election as provided in this section.

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219. 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.
220. 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.
221. 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.
222. 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.*
223. Entitlements afforded represented employees under Labor Code Section 4850 and Article II.D.4. of this Agreement shall not be affected by this provision.
- ~~224. 2. *Return To Work Programs:* (1) all deputized duty assignments in the Sheriff's Department could require physical contact and require physical agility; (2) there are no light duty assignments; and, (3) deputies returning from disability or sick leave must be prepared and medically cleared to fully perform the full range of assigned duties.~~

#### ~~Exceptions:~~

- ~~225. a. Upon written notice from a deputy's physician that in the physician's professional opinion the deputy will be able to return to full duty within ninety (90) calendar days, the Sheriff or Undersheriff may authorize the Personnel Manager to return the deputy to specific duties that are within the deputy's abilities.~~
- ~~226. b. In order to maintain Department operations, the Sheriff or Undersheriff may authorize the resumption of specific duties by management personnel who medically are not fully capable of performing all job duties.~~

### ~~III.J. STATE DISABILITY INSURANCE (SDI)~~

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

**III.KJ.VACATION**

224. Vacations will be administered pursuant to the Administrative Code, Article II, Sections 16.10 through 16.16.
225. *Vacation Slots Formula*
226. 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:
227. 1. The Department shall establish sufficient vacation slots to ensure that all members' vacation accruals in the upcoming year shall be accommodated.
228. 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.
229. 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.
230. 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:
231. ~~Number of represented members assigned to the watch~~ — ~~Number of slots per day per watch/team~~

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 <u>January through May and September through</u>

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	<u>November;</u> <u>5 vacation slots June, July, August,</u> <u>and December.</u>
38 to 47 represented members	5 vacation slots <u>January through</u> <u>May and September through</u> <u>November;</u> 6 vacation slots <u>June, July, August,</u> <u>and December.</u>
48 represented members or more	6 vacation slots <u>January through</u> <u>May and September through</u> <u>November;</u> 7 vacation slots <u>June, July, August,</u> <u>and December.</u>

232. In addition, there shall be one Paid Time Off (“PTO”) slot (for vacation or compensatory time off) 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 a 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.
233. ~~The agreement between the Union and the City creating an additional vacation slot for Senior Deputies on specific watches/teams at selected facilities/units, as reflected in the parties’ August 29, 2016 side letter agreement, shall be extended for the term of this Agreement and shall expire on June 30, 2019.~~
234. ~~The City and the Association recognize that there are many factors contributing to the overtime costs/liabilities of the San Francisco Sheriff’s Department. The City and the Association agree to form a labor management committee, consisting of three (3) members from each party, to conduct a data driven study and analysis to determine cost drivers of the Department’s overtime expenditures, including the relationship between vacation scheduling and overtime costs. The City’s three members shall consist of one (1) representative from the Sheriff’s Department, one (1) representative from the Controller’s Office, and one (1) representative from the Department of Human Resources. The committee shall consider, among other factors:~~
235. ~~1. The impact of senior deputies maintaining a separate vacation book in 2014;~~
236. ~~2. The average and aggregate number of vacation hours used by Association members;~~
237. ~~3. Staffing levels of the San Francisco Sheriff’s Department;~~

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238. ~~4.~~ The ratio of vacation slots provided to Association members pursuant to the collective bargaining agreement;
239. ~~5.~~ The number of vacation hours available for use in relation to the number of hours required for Association members to utilize their annual accrual of vacation hours; and
240. ~~6.~~ The maximum number of vacation hours that employees can utilize on a yearly basis.

**III.LK. HEALTH AND WELFARE**

1. Employee Health Care.

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

~~a.~~ Health Coverage Effective January 1, 2014 Through December 31, 2014

~~1)~~ Medically Single (*Employee Only*)

242. ~~Effective January 1, 2014 through December 31, 2014, for "medically single employees" (Employee Only) enrolled in any plan other than the highest cost plan, the City shall contribute ninety percent (90%) of the "medically single employee" (Employee Only) premium for the plan in which the employee is enrolled; provided, however, that the City's premium contribution will not fall below the lesser of: (a) the "average contribution" as determined by the Health Service Board pursuant to Charter Sections A8.423 and A8.428(b)(2); or (b), if the premium is less than the "average contribution," one hundred percent (100%) of the premium.~~

243. ~~For the period January 1, 2014 through December 31, 2014 only, for "medically single employees" (Employee Only) who elect to enroll in the highest cost plan, the City shall contribute ninety percent (90%) of the premium for the second highest cost plan, plus fifty percent (50%) of the difference between: (a) ninety percent (90%) of the premium for the second highest cost plan, and (b) one hundred percent (100%) of the premium for the highest cost plan.~~

~~2)~~ Dependent Health Care Pick Up (*Employee Plus One; Employee Plus Two or More*).

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~~244. Effective January 1, 2014 through December 31, 2014, the City will contribute up to 75% of the dependent rate charged by the City to employees for Kaiser coverage at the dependent plus two or more level.~~

~~b. Health Coverage Effective January 1, 2015~~

233. Effective January 1, 2015, ~~the~~ 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:

1) Employee Only:

234. 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:

235. 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:

236. 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

237. 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

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238. For purposes of this agreement, and any resulting agreements under paragraph 228, 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 intend that the City's contribution toward employee health insurance premiums will not exceed the amount established under the Percentage-Based Contribution Model.

~~— c. — Agreement Not to Renegotiate Contributions in 2014~~

~~239. — The terms described in paragraphs 222 through 227 above will be effective in calendar year 2015, and the parties agree not to seek to modify this agreement through the term of any MOU entered into prior to, or in the spring of, 2014.~~

~~— d. — Other Terms Negotiable~~

~~240. — While the parties have agreed in paragraph 228 not to negotiate any changes to the Percentage-Based Contribution Model, the parties are free to make economic proposals to address any alleged impact of the health contribution levels described above or other health related issues not involving the percentage-based contribution model (e.g. wellness and transparency).~~

~~— e. — Other Agreements~~

~~241. — Should the City and any recognized bargaining unit reach a voluntarily bargained agreement that results in City contributions to health insurance premiums exceeding those provided by the Percentage-Based Contribution Model, the City agrees to offer the entire alternate model to the Union as a substitute.~~

2. Dental Coverage.

239. 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.

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240. 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.~~ML~~. RETIREMENT**

241. 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.

242. 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 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.

243. 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.



244. *Military Buy-Back Option.* Subject to meeting the PERS requirements for military buy-back, and in compliance with the City Charter, the parties agree that employees may buy-back up to four (4) years of active duty Federal Armed Services time under the following terms and conditions: (a) the employee shall pay the full employee share and the full employer share (expected to rise over the next few years) for the time ~~(s)~~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.

245. 1. Prop. C Employee Cost-Sharing:

- 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%.
- 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 224 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.

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%)

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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%

246. 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;
  - (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.

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- 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 224 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.M. 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

247. 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.
248. 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.
249. This section shall not be subject to the grievance procedure.

### **III.NM. LEAVES OF ABSENCE**

250. 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.

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

- ~~251. Sick leave with pay credits shall be used to supplement State Disability Insurance (SDI) at the minimum rate in units of one tenth (0.1) hour.~~
- ~~252. SDI payments to an employee who qualifies and who has accumulated and is eligible to use sick leave with pay credits shall be supplemented with sick leave with pay credits so that the total of SDI and sick leave with pay calculated in units of one/tenth (0.1) hour provides up to, but does not exceed, the regular net salary the employee would have received for the normal work schedule excluding overtime.~~
- ~~253. An employee who wishes not to supplement, or who wishes to supplement with compensatory time or vacation, must submit a written request on the prescribed form to the appointing officer or designee within seven (7) calendar days following the first date of absence.~~
- ~~254. An employee who supplements SDI, shall earn sick leave with pay credits at the normal rate only for those hours of sick leave pay credits used.~~

**III.PN. CHAPTER 12W PAID SICK LEAVE ORDINANCE**

251. 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.QQ. VOLUNTEER / PARENTAL RELEASE TIME**

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

## ARTICLE IV - WORKING CONDITIONS

### IV.A. UNIFORMS AND EQUIPMENT

254. 1. Uniform Allowance. Employees shall receive forty-two dollars, thirty cents (\$42.30) per pay period for the purchase and maintenance of uniforms. The City agrees to provide a sum of Nine Hundred and Fifty (\$950) dollars in the payroll that includes September 1 as a uniform allowance to represented employees who have been continuously employed in the Sheriff's Department. An employee shall be considered "continuously employed" if he/she was on duty status cumulatively for ten (10) of the twelve (12) months immediately preceding September 1 each year of this contract. Employees who were on duty status less than ten (10) of the twelve (12) months shall be paid a pro-rata uniform allowance, calculated on a twelve (12) month basis. However, to receive this allowance, an employee must be in paid status or on approved leave on September 1. If an employee is not on duty status or on approved leave on September 1, the employee will not receive any allowance. Any eligible employee hired on or after March 1 will receive fifty percent (50%) of the uniform allowance that year.
255. 2. ~~Bulletproof~~ Ballistic Vests. The City agrees to ~~shall~~ refurbish, repair or replace bulletproof 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, as appropriate and in accordance with manufacturer's specifications. All bulletproof 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.
256. 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
257. 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

#### ARTICLE IV – WORKING CONDITIONS

258. 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 ~~bargaining unit~~ member at his or her their own expense, the Department will bear the cost of replacement for the affected ESU/SRT ~~bargaining unit~~ member.
259. 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.
260. 5. *Ammunition.* The City will provide an adequate amount of ammunition per month as determined by the Sheriff, for each ~~member of the bargaining unit~~ employee to practice in order to qualify.

#### IV.B. EMPLOYEE TUITION REIMBURSEMENT PROGRAM

261. The City will contribute \$5,000 annually to an "Employee Tuition Reimbursement Program" to provide reimbursement for the Employee Tuition Reimbursement benefit identified in this section. Unused annual Employee Tuition Reimbursement funds will not roll over. Reimbursement is subject to the following conditions and limitations:
262. 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.
263. 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.
264. 3. The class and study time are outside the employee's normal working hours.
265. 4. The course is completed with a grade better than C- or with a certificate of completion. In the event that the course is "pass-fail"; the ~~member~~ employee must "pass" the course.
266. Reimbursement for books retained by the employee will be limited to 50% of the cost.
267. ~~Members~~ Employees may submit requests for benefits/reimbursement under this section up to a maximum of five hundred dollars (\$500) per fiscal year.

#### ARTICLE IV – WORKING CONDITIONS

268. 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.
269. 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

270. 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. LAW ENFORCEMENT SERVICES COMMITTEE~~

- ~~271. The Department and Association shall, within 60 days of the effective date of this Agreement, form a Law Enforcement Services Committee to explore, study, and report out on opportunities within the City and County of San Francisco to expand the assignments, duties and responsibilities of the Department, specifically for the classifications represented by the Association. The committee shall be comprised of two (2) members of the Association (one (1) member being the president of the Association, but if a designee is appointed then the release time cannot result in any overtime, and the other member is selected by the president of the Association) and two (2) members of the Department (selected by the Sheriff). The committee shall meet on a regular basis, but no less than once per calendar month. The committee shall prepare a written report with findings and recommendations, which shall be issued no later than nine (9) calendar months from the effective date of this M.O.U. The report shall include, among other findings, the financial costs/savings of any recommendation(s). The Department shall afford committee members access to data/information relevant to the analysis and preparation for a written report. The report shall be advisory only and shall be directed only to the Sheriff. The Sheriff may determine to act upon the recommendations in his or her sole discretion.~~
- ~~272. The scope of the committee's responsibilities shall be limited to a review and analysis of opportunities within the City and County of San Francisco where the Department could provide law enforcement services utilizing members of the Association. The opportunities could include, but are not limited to, providing law enforcement services at City parks, San Francisco Airport, MUNI, Treasure Island, San Francisco Port, and any other location or assignment where peace officers are required or desired to provide law enforcement services.~~

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273. ~~The identified DSA committee representatives shall be granted “release/detail” time, not to exceed a total of eight (8) hours of release time per month for committee meetings and any other work associated with the committee report or proceedings. Such release/detail time shall not adversely affect operational needs or incur overtime.~~

**IV.ED. PAPERLESS PAY POLICY**

274. ~~Effective on a date to be established by the Controller, but not sooner than September 1, 2014, the City shall implement a Citywide “Paperless Pay” Policy. This policy will apply to all City employees, regardless of start date.~~

271. ~~Under the policy, all e~~E~~mployees 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-worksite 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. Upon implementation of the policy, other than for employees described in the preceding sentence, paper pay advices will no longer be available through Citywide central payroll distribution.~~

272. ~~In addition to payroll information already provided, t~~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.~~

273. ~~Under the policy, all e~~E~~mployees (regardless of start date) will 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.~~

274. ~~Every e~~E~~mployees~~ shall possess the right to do the following with any frequency and without incurring any cost to the employee:
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.



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275. 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.
- ~~276. Prior to implementing the “Paperless Pay Policy,” the City will give all employee organizations a minimum of 30 days’ advance notice. Prior to implementation of the policy, the City shall notify employees regarding the policy, including how to access and print their pay advices at work or elsewhere. Training shall be available for employees who need additional assistance.~~
276. The City ~~will work with the vendor to evaluate options to~~ shall make best efforts to provide no-cost ATMs available at large worksites and remote worksites.
277. ~~The parties mutually agree that e~~Employees may print out pay advices during work hours.

## ARTICLE V - SCOPE

### V.A. SAVINGS CLAUSE

278. 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

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

### V.C. ZIPPER CLAUSE

280. 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.
281. Except as may be amended through the procedure provided in Article V.B. above, this Agreement sets forth the full and entire understanding of the parties regarding the matters herein.

### V.D. DURATION OF AGREEMENT

282. This Agreement shall be effective July 1, 2014~~19~~19, and shall remain in full force and effect through June 30, 2019~~22~~22.



## 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.

#### X. — DISCIPLINE

- A. — ~~No permanent, non-probationary employee shall be disciplined, or subject to punitive action, except for just cause as set forth in the Charter, Civil Service Rules and Regulations, and Rules and Regulations of the Sheriff's Department incorporated herein by reference, and unless afforded proper due process.~~
- B. — ~~No discipline or punitive action may be imposed on a member of the bargaining unit by a member of the bargaining unit below the rank of Chief Deputy.~~
- C. — ~~The Department agrees that, if it intends to discipline or take punitive action against an employee, the Department will notify the employee in writing as speedily as proper investigation will permit or within ten (10) days after completion of investigation or date of knowledge (whichever occurs later) of the occurrence of the intent to impose by a supervisor, discipline or punitive action. A copy of the notice will be sent to the D.S.A.~~
- D. — ~~The Administrative Appeals Board shall consist of three (3) members. One member shall be selected by the Sheriff and shall serve at the Sheriff's pleasure. One member shall be selected by the Executive Board of the Union and shall serve at its pleasure. One member shall be selected by mutual agreement by a representative of the Sheriff and a representative of the Executive Board of the Union and serve for a period of one year, or until a resignation is tendered to both the Sheriff and the Executive Board of the Union, or until incapacitated and/or is unable to perform the duties of a member of the Administrative Appeals Board, at which time, a new selection will be made by the same method.~~
- E. — ~~Should the Sheriff's representative and the Executive Board's representative be unable to mutually agree upon the selection of the third Board member, the third Board member shall be selected~~

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from a (odd numbered) list of neutrals provided by the State Mediation and Conciliation Service, or by mutual agreement from some other source. The method of selection shall be that each representative shall alternate in striking a name from the list. The last name remaining shall be the third member selection. The choice of which representative shall strike first shall be determined by a coin flip.

- F. ~~The fee for the third member shall be shared equally by the Department and the Union. The Sheriff's and Union appointees, if members of the Department, shall be compensated by the Sheriff's Department at their regular pay rates and released from duty. Cost incurred by the presence of a court reporter, as well as preparation costs of any transcript of the proceedings, shall be equally shared by the Sheriff's Department and the Union.~~
- G. ~~The Administrative Appeals Board shall hear all testimony, examine all evidence, documents, exhibits, reports, and witnesses deemed relevant to the matters appealed. Witnesses, if Department employees on duty, shall be on paid release time.~~
- H. ~~The Administrative Appeals Board shall render its decision by a majority vote. The Chairperson of the Board shall issue a written decision within ten (10) days after the conclusion of any hearing unless that time period is mutually extended by the parties. The Administrative Appeals Board shall not have the power to change, modify, or amend any provision of the contract.~~
- I. ~~Up to two (2) representatives of the Union and up to two (2) representatives of the Sheriff's Department have the right to be present at Appeal Board hearings. These representatives shall be compensated by the Union and the Sheriff's Department respectively. In addition, the employee appealing discipline or punitive action shall have the right to be present at all times during his/her~~their~~ Appeal Board hearing and shall be compensated by the Sheriff's Department on paid release time. In all discipline or punitive action appeals, the Department shall have the burden of proof.~~
- J. ~~Appeal Board hearings shall be held within sixty (60) calendar days after receipt of demand unless such hearings are continued through mutual consent or request of the Union. A transcript of the proceedings will be made at the request of either party.~~
- K. ~~All parties shall cooperate in producing witnesses and documents under their control relevant to appeals at the request of the neutral third Appeals Board member. The majority decision of the Appeals Board shall be binding on the parties unless the decision of the Appeals Board is a recommendation of a reduction in discipline.~~

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

## COLLECTIVE BARGAINING AGREEMENT SAN FRANCISCO DEPUTY SHERIFFS' ASSOCIATION

JULY 1, 2014~~9~~ – JUNE 30, 2019~~22~~

**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) 828-2428
- 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 OPERATIONS DIVISION

		23:00 – 07:00		23:00 – 07:00		07:00 – 15:00		07:00 – 15:00		15:00 – 23:00		15:00 – 23:00	
				Sat,Sun&Hol				Sat,Sun&Hol				Sat,Sun&Hol	
	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	Sup.	Dep.	
CJ#1	1	11	1	11	2	13	1	11	1	13	1	13	
CJ#2	1	13	1	13	2	20	1	21	1	15	1	15	
CJ#3	1	8	1	8	2	14	1	13	1	11	1	11	
CJ#5	2	23	2	23	3	37	2	37	3	34	2	34	
C.R.U.	1	2	1	2	1	4	1	3	1	4	1	3	
Wards	0	2	0	2	1	5	0	3	0	3	0	3	
Class	0	2	0	2	1	7	1	3	0	2	0	2	
		19:00 – 07:00		19:00 – 07:00		07:00 – 19:00		07:00 – 19:00					
				Sat,Sun&Hol				Sat,Sun&Hol					
CJ#4	1	11	1	11	2	19	2	19					

### FIELD OPERATIONS DIVISION

		<u>08:00 – 17:00</u>		<u>11:00 – 20:00</u>		<u>07:00 – 15:00</u>		<u>07:00 – 15:00</u>		<u>15:00 – 23:00</u>		<u>15:00 – 23:00</u>	
								Sat,Sun&Hol				Sat,Sun&Hol	
HOJC	1	37	0	0	0	0	0	0	0	0	0	0	0
HOJS	0	0	0	0	0	3	0	1	0	2	0	1	
CCCH	1	19	0	2	0	0	0	0	0	0	0	0	0
JJC	0	6	0	0	0	0	0	0	0	0	0	0	0

COLLECTIVE BARGAINING AGREEMENT  
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JULY 1, 2014<sup>19</sup> – JUNE 30, 2019<sup>22</sup>

**APPENDIX C****ACCELERATED STEPS**

Effective July 1, 2006, the Step Structure for Classes 8302 and 8304/8504 shall be as follows:

Class	Prior to 7/1/06	7/1/06 Forward	Annual Base Salary (6/30/05)	Length of Time at this Step (years)	
				Prior to 7/1/06	7/1/06 Forward
8302	1	1	\$42,874	1.0	1.0
8304/8504	1	1	\$52,130	0.5	0.5
8304/8504	2	2	\$54,782	1.0	0.5
		3	\$56,134		0.5
8304/8504	3	4	\$57,486	1.0	0.5
		5	\$58,929		0.5
8304/8504	4	6	\$60,372	1.0	0.5
		7	\$61,867		0.5
8304/8504	5	8	\$63,362	1.0	0.5
		9	\$64,948		0.5
8304/8504	6	10	\$66,534		

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

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## APPENDIX C

### 12-hour shifts

#### Summary

The parties agree to implement a Pilot Program to evaluate the transition of identified Custodial and Patrol functions to 12-hour shifts during the term of the 2019-22 MOU. The following elements are necessary for the Department to successfully transition to 12-hour shifts:

- Implementation of 12-hour shifts would occur on a phased-in basis, with each phase occurring on an annual basis prior to shift/vacation bid.
- Implementation of Phase 1 would be contingent on the implementation of the Sick Leave policy.
- Implementation of Phase 2 would be contingent on the implementation of the EWW, Overtime, and Assignment Policies.
- Continuation of the 12-hour shifts would be determined annually by a review of specific metrics with the options to continue with the next phase, maintain the status quo, or phase out the 12-hour shifts.

### 12-Hour Shifts

#### 1. Implementation Timeline

- a. Immediately upon adoption of this agreement, the parties will begin negotiations over the Sick Leave Policy
- b. Phase I will be implemented after adoption of the Sick Leave Policy with a projected implementation of September 2019
- c. Phase II will be implemented after adoption of the EWW, Overtime, and Assignment policies, with a projected implementation of September 2020
- d. Phase III has a projected implementation of September 2021

#### 2. Phase I

- a. Phase I will be implemented after adoption of the Sick Leave Policy with a projected implementation of September 2019; prior to the October Vacation/Shift Bid
- b. Phase I will include the following facilities:
  - i. Community Programs;
  - ii. City Hall Security; and
  - iii. County Jail # 2.
- c. The Department will provide quarterly evaluations of the impacts of the 12-Hour shifts at these facilities

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## APPENDIX C

- d. On or about February 28, 2020, the Department will provide to the Association a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
    - i. Continue the 12-hour shifts with no change and proceed to Phase II, projected to be in September 2020;
    - ii. Continue the 12-hour shift with specific recommended changes and proceed to Phase II, projected to be in September 2020;
    - iii. Continue the 12-hour shift with specific recommended changes and delay implementation of Phase II; or
    - iv. End the Pilot Program.
  - e. The parties will meet in March of 2020 to confer over any changes in the Pilot Program which fall within the scope of representation and (if applicable) to determine the appropriate facilities to participate in Phase II.
3. Phase II
- a. Phase II will be implemented after adoption of the EWW, Overtime, and Assignment policies, with a projected implementation of September 2020; prior to the October Vacation/Shift Bid.
  - b. The Department will provide to the Association quarterly evaluations of the impacts of the 12-Hour shifts at facilities which are part of Phase I and Phase II
  - c. On or about February 28, 2021, the Department will provide a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
    - i. Continue the 12-hour shifts with no change and proceed to Phase III, projected to be in September 2021;
    - ii. Continue the 12-hour shift with specific recommended changes and proceed to Phase III, projected to be in September 2021;
    - iii. Continue the 12-hour shift with specific recommended changes and delay implementation of Phase III; or
    - iv. End the Pilot Program.
  - d. The parties will meet in March of 2021 to confer over any changes in the Pilot Program which fall within the scope of representation and (if applicable) to determine the appropriate facilities to participate in Phase III.
4. Phase III
- a. Phase III has a projected implementation of September 2021, prior to the October Vacation/Shift Bid.
  - b. The Department will provide to the Association quarterly evaluations of the impacts of the 12-Hour shifts at facilities which are part of Phase I, Phase II, and Phase III.
  - c. On or about February 28, 2022, the Department will provide a recommendation as to whether to continue the 12-hour shifts. The recommendation may include any of the following:
    - i. Continue the 12-hour shifts with no change;
    - ii. Continue the 12-hour shift with specific recommended changes;
    - iii. Continue the 12-hour shift with specific recommended changes; or

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- iv. End the Pilot Program.
  - d. The parties will meet in March of 2022 to confer over any changes in the Pilot Program which fall within the scope of representation.
5. Quarterly Evaluations
- a. The Department, and other City departments as appropriate, will evaluate the below metrics during the term of the Pilot Program to determine favorable and/or unfavorable changes that may be attributable to the Pilot Program.
  - b. Overtime Costs
  - c. FLSA Compensation
  - d. Overtime Hours Worked
  - e. Mandatory "Draft" Overtime as a proportion of all Overtime
  - f. Sick Leave Usage
  - g. Vehicle Accidents
  - h. Employee Injuries
6. Impasse Resolution
- a. Should the parties fail to reach agreement over the implementation of the 12-hour shift schedule, upon the request of either party, as the exclusive impasse resolution procedure, the parties shall submit any issues remaining in dispute to a mediation/arbitration board convened in accordance with the procedures set forth in Charter Section A8.590-5, unless an exception applies pursuant to Charter Sections A8.590.1-A8.590-9, except that with respect to A8.590-5(b), the parties shall select and appoint board members, including the neutral chair, within ten (10) days of declaration of impasse by either party and with respect to A8.5095(h), the decision of the mediation/arbitration board, if any, shall be in accordance with the procedures and criteria set forth in A8.509-5(d). In all other respects, A8.509-5(h) shall apply.
  - b. This includes resolution of impasses involving the following:
    - i. Implementation of Departmental Policies on Sick Leave, Extended Work Week, Overtime, and Assignment on the timeline identified above;
    - ii. Impacts of changes to the Pilot Program based on Annual Evaluations, including decisions to phase out 12-hour shift.



## Employee Relations

City and County of San Francisco  
Department of Human Resources

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CCSF NEGOTIATIONS 2019

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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

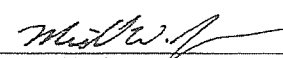
Section III.M. Retirement of the Agreement between the City and the Association provides that in addition to paying any required employee retirement contribution, bargaining unit members in CalPERS shall make a mandatory contribution to effectuate San Francisco Charter Section A8.590-9 (the "Prop. C 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

  
\_\_\_\_\_  
Carol Isen                      5/13/19  
Date

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Michael Jarvis                      5/11/19  
Date

Approved As To Form:

\_\_\_\_\_  
Katharine Hobin Porter                      Date



2019 MAY 14 PM 4:17

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: Sophia Kittler  
RE: Memorandum of Understanding - San Francisco Deputy Sheriffs' Association  
DATE: May 14, 2019

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**Ordinance adopting and implementing the decision and award of the Arbitration Board under Charter Section A8.590-5, 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, 2019 through June 30, 2022.**

Should you have any questions, please contact Sophia Kittler at 415-554-6153.