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**IDnum** 126      **Language** English      **Country** United States      **State** CA

**Union** San Francisco Police Officers' Association

### Local

Occupations Represented
Police and detectives

**Bargaining Agency** City and County of San Francisco, The Police Commission, The Chief of Police

### Agency industrial classification (NAICS):

92 (Public Administration)

**BeginYear** 2001      **EndYear** 2003

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### Notes

### Contact

**Full text contract begins on following page.**

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MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY AND COUNTY OF SAN FRANCISCO,  
THE POLICE COMMISSION, THE CHIEF OF POLICE

AND

SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

July 1, 2001 - June 30, 2003

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## DEFINITIONS

City	The City and County of San Francisco.
Association	The San Francisco Police Officers' Association
Commission	The Police Commission of the City and County of San Francisco.
Day	Calendar day, unless otherwise specified.
Department	The San Francisco Police Department.
Charter	The Charter of the City and County of San Francisco.
Immediate Supervisor	The individual who immediately assigns, reviews, or directs the work of a member.
Intermediate Supervisor	The next higher supervisor based on the organization pattern of the Department.
Member	A full time peace officer within each classification listed in section 1, and used herein interchangeably with the word "employee".
Memorandum	This Memorandum of Understanding.
Watch	The period of time a member is scheduled to be on duty.
Working Conditions	Wages, hours, benefits and other terms and conditions of employment, i.e., those matters within the scope of representation under the Meyers-Milias-Brown Act.

The parties recognize that recodifications may have rendered the references to specific Civil Service Rules and Charter sections contained herein, incorrect. Therefore, the parties agree that such terms will read as if they accurately referenced the same sections in their newly codified form as of July 1, 2001.

## PREAMBLE

This Memorandum of Understanding (hereinafter "MOU") constitutes a mutual agreement between the San Francisco Police Officers' Association (hereinafter referred to as the "Association") and the City and County of San Francisco (hereinafter referred to as the "City"), through the Office of the Mayor acting on behalf of the City and County of San Francisco, the San Francisco Police Commission and the Chief of Police, arrived at through good faith meeting and conferring pursuant to the Meyers-Milias-Brown Act and Charter section A8.590-1 et seq.

Section 1. Recognition.

Pursuant to Government Code Section 3500 et seq., the City recognizes the Association as the majority bargaining agent for sworn personnel of the San Francisco Police Department in the following bargaining units and classifications:

P-1 Police Rank and File

Q-2 Police Officer  
Q-3 Police Officer II  
Q-4 Police Officer III  
Q-20 Policewoman  
Q-21 Policewoman II  
Q-22 Policewoman III  
Q-35 Assistant Inspector  
Q-36 Assistant Inspector II  
Q-37 Assistant Inspector III  
Q-50 Sergeant  
Q-51 Sergeant II  
Q-52 Sergeant III  
0380 Inspector  
0381 Inspector II  
0382 Inspector III  
9350 Harbor Police Officer

P-2A Police Supervisory

Q-60 Lieutenant  
Q-61 Lieutenant II  
Q-62 Lieutenant III  
Q-80 Captain  
Q-81 Captain II  
Q-82 Captain III

P-2B Police Management Supervisory

0400 Deputy Chief  
0401 Deputy Chief II  
0402 Deputy Chief III  
0488 Commander  
0489 Commander II  
0490 Commander III

Active officers who obtain sufficient education and experience to meet the minimum qualifications of the ranks containing a POST certificate requirement shall be appointed to such ranks within thirty (30) days after they present to the appointing officer evidence that they possess the POST certification required for the rank.

It is the mutual understanding of the City and the Association that the compensation attached to those ranks for which a POST certificate is required is not an increase in the general rate of remuneration for the ranks or position of Q-2, Q-35, Q-50 and 0380, Q-60 and 0460, Q-80, 0488 and/or 0400 within the meaning of the Charter of the City and County, including but not limited to Section A8.559-6.

Should any retiree or other party initiate litigation challenging this mutual interpretation, and the mutual intent of these parties, and seek to obtain an adjustment of allowances for any Police Department retirees pursuant to the Charter of the City and County based upon this Agreement, the SFPOA shall fully support the defense of such claims by the City and County, and shall take appropriate legal steps to intervene in, and become party to, such litigation and in such litigation will fully support the mutual intention of the parties as described in this Agreement.

The parties and each and every individual members specifically agree and recognize that this Agreement creates no vested rights. Should any final judgment by superior court or court of competent jurisdiction at any time adjudge and decree that retirees are entitled to an adjustment of their allowances as a result of the establishment of these ranks, then the Agreement which created these ranks and set a new base rate for such ranks to be included within the rate of remuneration for pension calculation purposes shall be null and void, and shall cease immediately. If such a judgment issues, the parties further hereby agree that the base pay rate and premium of each appointee to these ranks shall retroactively revert to the then current base rate of pay and to the premium eligibility provided by the Memorandum of Understanding prior to the creation of these ranks. The parties also agree to retroactively recalculate the retirement contribution and allowance of such officers as if this agreement had never been in effect. Provided, however, that if such a recalculation should occur, no bargaining unit employee who had received compensation based on the rates of pay for these ranks shall be obligated to pay back any monies which they had received between the effective date of their appointment and the time of such recalculation. Thereafter, the City and the Association shall mutually engage in meeting and conferring in order to reach agreement on alternative benefits.

## Section 2. No Work Stoppages.

During the time this MOU is in force and effect, the Association and each member of its bargaining unit covenant and agree that she/he/it will not authorize, engage or participate in any strike, work slowdown or any form of work stoppage including but not limited to absenteeism, observing picket lines or any other form of sympathy strike.

Section 3.      Non-Discrimination.

- A.      The City and the Association agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, gender identity or sexual orientation, nor shall such a person be the subject of sexual or racial harassment.

This paragraph shall not be construed to restrict or proscribe voluntary affirmative action efforts by the Department; nor shall any rule, policy, procedure, order, action, determination or practice taken to ensure compliance with the purpose, goals, or requirements of a consent decree be restricted by the provisions of this paragraph.

- B.      This section is not intended to affect the right of a member to elect any applicable administrative remedy for discrimination proscribed herein. Provided, however, the parties agree that a member may elect only one administrative remedy, except as provided in E. below. It is understood that this paragraph shall not foreclose the election by an affected member of any administrative or statutory remedy provided by law.
- C.      The parties recognize that in a disciplinary proceeding, or any other context in which EEO issues are administratively determined by the City or the police department, the City does not represent individual police officers. Accordingly, the parties recognize the Association has a duty to fairly represent all of its members and that this duty applies to POA members who are complainants in discrimination cases, as well as to POA members who may be accused of discriminatory conduct.
- D.      Neither the City nor the Association shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Meyers-Milias-Brown Act.
- E.      A member who elects an administrative remedy other than the grievance procedure contained in this MOU for discrimination proscribed herein, and whose complaint is not resolved within thirty (30) days, shall have the right to seek relief in accord with the grievance procedure. In such instances, the member may initiate his/her grievance at Step 3.
- F.      It is understood and agreed that any disciplinary action against a member that may be initiated or result from the application or interpretation of these provisions shall not be subject to the grievance and arbitration provisions of section 34 of this Agreement. Any action grieved pursuant to this section and determined to be violative thereof may be set aside by the Chief of the Department or the Police Commission.

Section 4. Disabilities.

The parties agree that they are required to provide reasonable accommodations for persons with disabilities in order to comply with the provisions of the Americans With Disabilities Act (“ADA”), the Fair Employment and Housing Act (“FEHA”) and all other applicable federal, state and local disability anti-discrimination statutes and further agree that this Memorandum will not be interpreted, administered or applied in any manner which is inconsistent with said statutes. The City reserves the right to take any action necessary to comply therewith.

Section 5 Negotiation Responsibility.

- A. Except in cases of emergency, the City/Department shall give reasonable written notice to the Association of any proposed change in general orders or other 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.

In cases of emergency when the City/Department determines that a proposed change as described herein must be adopted immediately without prior notice or meetings with the Association, the City/Department shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such change.

- B. If the Association does not respond within ten (10) working days from the date of receipt of written notification of a proposed change as described in paragraph A hereof, the Association shall be deemed to have waived its opportunity to meet and confer on the proposed change.
- C. If the Association timely requests the opportunity to meet and confer as provided herein, the City/Department, with the direct assistance and participation of the Employee Relations Division, agrees to meet and confer with the Association over such proposed change or changes, within ten (10) 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.
- D. If no agreement is reached, the matter shall, at the request of either party, be resolved pursuant to the impasse procedures set forth in Charter sections A8.590-1 through A8.590-7. Staffing matters, except for current safety practices pertaining to two-officer vehicles, shall be excluded from the impasse procedures set forth in Charter sections A8.590-1 through A8.590-7.
- E. Except as provided in paragraph C hereof, the Association agrees that it will make no proposals for change in the terms and conditions of employment of bargaining unit members for the duration

of this Memorandum.

- F. This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any and all prior and existing Memoranda of Understanding, Understandings, or Agreements, whether formal or informal, are hereby superseded or terminated in their entirety. This Memorandum may be modified, but only in writing, upon the mutual consent of the parties and ratification by the Board of Supervisors.

Section 6      Management Authorities.

The City shall have authority for the policies and administration of the Department and the power to organize, reorganize and manage the Police Department and its members. Nothing in this document shall be interpreted as abrogating the Charter in any of its parts. Said authority shall include, but not be limited to, work rules and regulations. This paragraph is not to be interpreted as a limitation on the rights of the Association under the Meyers-Milias-Brown Act.

Section 7.      Association.

- A. Payroll Deductions.

The Association shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this section represented by the Association, a statement of the membership dues for members in each classification, and a list of members in said classification who have signed authorizations for payroll dues deductions. Such list of represented classifications and statement of membership dues shall be amended as necessary. The Controller may take up to thirty (30) days to implement such changes. The Controller shall make required membership dues payroll deductions for the Association as designated from the list submitted by the Association. The Association shall pay the reasonable costs of this service. Such costs shall be established by the Controller of the City and County of San Francisco.

Effective the first complete pay period commencing after the receipt of dues authorization deduction forms by the Controller and each pay period thereafter, the Controller shall make membership dues deductions, as appropriate, from the regular periodic payroll warrant of each POA member described above.

- B. Maintenance of Membership.

Employees covered by this MOU who have voluntarily joined the Association, and have authorized payroll deduction of dues, initiation fees, premiums for insurance programs and political action fund contributions, shall, for the administrative convenience of the parties, be permitted to revoke

authorization for the deduction of Association dues only during the month of May for any year. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. mail to the Controller, whose current address is 875 Stevenson Street, San Francisco, CA 94103. The City shall deliver a copy of any revocation notice to the Association not later than July 1.

C. Agency Shop.

1. Application. The provisions of this section shall apply to all police officers of bargaining unit P-1.

2. Implementation

An agency shop shall be implemented within representation units or subunits when:

a. Election

The Union has requested, in writing, an election on the issue, to be conducted by the State Conciliation Service and 50% plus one of those voting favor implementation of an agency shop, or

b. 2/3 Membership

The Union makes a showing that 2/3 of the employees within the unit or subunit are dues-paying members of the Union, or

c. New Employees

The Union requests, in writing, an agency shop be implemented for all employees hired after a date to be agreed to by the Union and the Employee Relations Division.

3. Service Fee. All police officers of bargaining unit P-1 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. The Association shall give all non-member employees of affected bargaining units written notice of their obligation to either join or pay an agency shop fee as a condition of employment. After such notice and a time period agreed to by the parties, service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code

section 16.90. Failure to comply with this section shall be grounds for termination. The Association, at its option, may elect to waive its rights to demand termination and instead utilize judicial process to compel payment.

4. 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.
5. Religious Exemption. Any member covered by this provision who is a member of a bona fide religion, body or sect that 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 labor union 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.
6. Payment of Sums Withheld. Nine (9) working days following payday, the City will promptly pay over to the Association, less the fee for making such deductions, all sums withheld for membership or service fees. The City shall also provide with each payment a list of employees paying such service fees.
7. Indemnification. The Association agrees to indemnify and hold the City harmless for any loss or damage arising from the operation of this section.
8. The Union 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 Union shall certify in writing to the City that the content of the written notice meets the requirements set forth in this section and in Hudson.

Section 8. Wages.

A. General Wage Increase

All represented classifications shall receive the following general wage increases:

July 1, 2001	3%
January 5, 2002	2%

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CITY AND COUNTY OF SAN FRANCISCO AND  
SAN FRANCISCO POLICE OFFICERS' ASSOCIATION

July 1, 2002	2.5%
January 4, 2003	2.5%

B. Special Market Wage Adjustments

To address market inequities, all represented classifications shall additionally receive the following market wage adjustments:

July 1, 2001	1%
January 5, 2002	2%
July 1, 2002	1.5%
January 4, 2003	1.5%

C. Probationary Period and Step Advancement

The probationary period for Class Q-2 shall be completed after 12 months' of full duty service from the day following completion of the prescribed department field training officer program.

The probationary period shall be extended, in no case to exceed 126 weeks from the date of appointment, by the total time of absence for all periods of unpaid authorized leave; all periods of disciplinary suspensions; all periods of sick leave, with or without pay; all periods of assignments pending the results of administrative investigations; all periods of authorized light duty; and all periods of disability leave.

The probationary period shall be extended, without any limitation, if the officer is required to serve on active military duty or on jury duty.

Advancement to step 2 shall be made upon satisfactory completion of the probationary period.

Advancement to subsequent steps shall be made upon completion of one year of service at that step. Salary adjustments shall be made effective the first full pay period following the effective date.

The probationary period for all other ranks shall be 12 months.

Section 9. Overtime and Compensatory Time-Off.

A. Overtime

The Chief of Police or designee may require employees to work longer than the normal work day or longer than the normal work week. Any time worked under proper authorization of the Chief of Police or his/her designated representative or any hours suffered to be worked by an employee in excess of the regular or normal work day or week shall be designated as overtime and shall be compensated at one-and-one-half times the base hourly rate.

B. Compensatory Time-Off

Employees who are required or suffered to work overtime shall be receive paid overtime. However, members may request to earn compensatory time off at the rate of time-and-one-half in lieu of paid overtime, subject to the approval of the Chief of Police or designee.

Section 10. Holidays.

A. Members are entitled to the following holidays each year with pay. These holidays are:

New Year's Day	Fourth of July
Martin Luther King, Jr.'s Birthday	Labor Day
Columbus Day	Thanksgiving Day
Veteran's Day	The Day after Thanksgiving
Presidents' Day	Christmas Day
Memorial Day	Three (3) Floating Holidays each fiscal year

In addition, included shall be 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.

Effective 7/01/02, members shall be entitled to a fourth floating holiday each fiscal year. The above floating holidays are to be taken on days selected by the employee subject to the approval of the

Department.

- B. Members who are required to work on any of the above-listed holidays, except floating holidays, shall receive additional compensation at the rate of time-and-one-half, or compensatory time at the rate of time-and-one-half at the employee's option.
- C. Members working a 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. 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.
- D. If the provisions of this section deprive any employee of the same number of holidays that an employee receives who works Monday through Friday, he/she shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. 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.
- E. This section shall not modify existing holiday compensation practice.

Section 11. Night Shift Differential.

Night shift differential shall be paid at the rate of six and one-quarter percent (6-1/4%) more than the base rate for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. This night differential shall not be included for purposes of retirement benefit calculations or contributions.

Section 12. Bilingual Pay.

Bilingual pay, in the amount of \$35.00 biweekly, shall be paid to members who have been certified by the Department of Human Resources as having proficiency in the Spanish or Chinese languages. Members certified by the Department of Human Resources as having proficiency in other languages, including sign language for the hearing impaired and braille for the visually impaired, shall, upon the approval of their supervisor, receive such pay when they are required to utilize such skills, and subject to Department of Human Resources guidelines.

Section 13. Special Pays.

Special pay shall be provided to members as follows:

- A. Members assigned to canine duty shall receive additional compensation bi-weekly equal to 5% of base wage as compensation for on and off duty time authorized and expended, as well as for reimbursement of canine related expenses.

This additional compensation is granted in recognition of the personal monetary investment, duties and responsibilities of the canine assignment, including time spent by the employee while on or off duty in the care and maintenance of the assigned canine. This extra compensation is not to be considered base pay, premium pay, nor shall it be included for purposes of retirement benefit calculations or contributions.

- B. Members assigned to Field Training Officer or Field Training Sergeant responsibilities shall receive premiums of \$250.00 biweekly and \$225.00 biweekly respectively, while training.
- C. Members assigned to the Bomb Squad or the SWAT team shall receive a premium of 5% biweekly. Members assigned to both the Bomb Squad and the Swat Team shall receive a premium of five percent for one of the two assignments, but not both.
- D. Members assigned to Motorcycle and Honda units shall continue to receive a premium in an amount in accord with current practice pursuant to Charter section A8.405(b).
- E. Effective July 1, 2002, employees who have completed twenty-five (25) years or more of service as a sworn member of the Department or Airport Bureau shall receive 2% retention pay. Retention pay shall be included for purposes of retirement benefit calculations and contributions. Further, it is the parties' understanding that this benefit is part of the salary attached to all ranks for members who have completed twenty-five (25) years or more of sworn service covered by this Agreement.
- F. Members assigned to the Airport Bureau who perform Airport Canine/Bomb Detection work shall receive a premium of \$105.00 biweekly. Such members shall receive this premium rather than the premiums set forth in MOU Section 13.A and/or 13.C.
- G. On-Call Premium

Members, who as part of the duties of their positions are required by the Chief of the Department or designee to be on-call when normally off duty and to be instantly available to return to work to perform their duties, shall be paid a premium at the rate equivalent to three (3) hours of their regular base rate of pay for each assignment of on-call duty. The duration of the assignments shall be determined by the Chief of the Department or designee based upon the operational needs of the Department, but shall not exceed twenty-four (24) hours.

Employees called back to work to perform their regular duties during the period of on-call service shall be paid while engaged in such service at the usual rate of pay as provided herein. (However, on-call pay shall not be allowed in the classes or positions whose duties are primarily administrative in nature, as designated by the Chief of the Department.)

- H. The Canine, Field Training, SWAT, Bomb Squad and On-Call premiums shall not, and the Motorcycle/Honda unit premiums and retention pay shall, be included for purposes of retirement benefit calculations or contributions.

There shall be no pyramiding of premiums in this section.

Section 14. Court Appearance Premium Pay and Administrative Hearings.)

A. Court Appearance Premium Pay

1. Watch-Off Status. Members appearing for court on watch-off days will receive three (3) hours of court appearance premium pay (50% above base salary) for their first court appearance commencing with the time indicated on the subpoena. This also includes court preparation and conferences when accompanied by a same day court appearance. No court appearance premium pay will be allowed for a member's meal period.

Members appearing in court for more than three (3) hours will receive court appearance pay on an hour-for-hour basis when appearing on scheduled watch-off days.

2. Scheduled-to-Work Status.
  - a. Members appearing for court less than one hour prior to the beginning of their scheduled watches will receive one (1) hour of court appearance premium pay.
  - b. Members appearing for court more than one (1) but less than two (2) hours prior to the beginning of their scheduled watches will receive two hours of court appearance premium pay.
  - c. Members appearing for court more than two (2) hours, but less than three (3) hours prior to the beginning of their scheduled watches will receive three (3) hours of court appearance premium pay.
  - d. Members who appear for court during the morning session and are scheduled to start work at 1200 hours will be entitled to a minimum of three (3) hours of court appearance premium pay regardless of the time indicated on the subpoena. No court appearance premium pay will be allowed for a member's meal period.
  - e. Members appearing for court for more than three (3) hours will receive court appearance premium pay on an hour-for-hour basis when off-duty during the entire period. No court appearance premium pay will be allowed for a member's meal period.
3. Court Standby. Members placed on court standby without appearing in court will receive (2) hours of court appearance premium pay only if they are off duty the entire call-in period indicated on the subpoena. On-duty time includes any overtime for purposes of this section.

Members on sick leave with pay or disability leave who appear in court or are placed on standby are not entitled to additional compensation. Members are paid as though

they were working during these leave periods.

Members on suspension who are subpoenaed and appear in court or are on standby are entitled to compensation at their regular rate of pay, not at the court appearance premium pay rate.

4. District Attorney Conferences. A member attending an attorney's conference but not appearing in court will receive court appearance premium pay on an hour-for-hour basis.
5. Civil Court. Compensation requests for civil court appearances in which neither the City nor the Department is a party will be processed, reviewed, and certified by the Accounting Section of the Fiscal Division. These requests must be sent to the Accounting Section along with a copy of the subpoena and the record of Civil Court Appearance (SFPD 203) approved by the requesting member's commanding officer. Members will receive a court appearance premium on a half-hour for half-hour basis.

The Legal Division will review and approve overtime requests for civil cases in which the City or Department is a party. If approved, compensation shall be awarded on a half-hour for half-hour basis.

6. Administration Hearings. Any member who, as part of his/her assigned duties, is Required to appear at any administrative hearing while off-duty shall receive court appearance premium pay for time actually spent, or shall receive two (2) hours of court appearance premium pay whichever is greater.
7. Members on VA, who are required by subpoena to appear in court in a criminal case, will receive court appearance premium only when their appearance occurs on a date(s) for which the member had a previously approved vacation request for 40 hours or more that predated the service of the subpoena. In all other cases, members will be compensated only as provided by the current Department Bulletin on the subject of court compensation.
8. Any court appearance premium pay provided in this section shall not be included for purpose of retirement benefit calculations or contributions.

Section 15. Acting Assignment Pay (Like Pay for Like Work.)

Eligibility for acting assignment pay will be determined as follows:

- A. Unless otherwise authorized by the commanding officer, night supervising captain or weekend duty captain, the person whose position is being filled must be on paid leave for a full watch: VA, SP, OU, DP, EH or FH during the date and time period. If the commanding officer, night supervising captain or weekend duty captain determines a position is to be filled temporarily by a member in the next lower rank, the member filling that position shall be compensated at the salary of the rank being filled for the time worked.
- B. Commissioned officers who are required to perform duties of the next highest rank are not entitled to receive acting assignment pay compensation unless they receive prior approval from the Deputy Chief of the member's respective bureau. If the deputy chief of the member's respective bureau determines a position is to be filled temporarily by a member in the next lower rank, the member filling that position shall be compensated at the salary of the rank being filled for the time worked.
- C. The member filling a position must be permanent in the Police Officer or Sergeant ranks (or Inspector rank if the member is filling a position in the Investigation Bureau). Absent the commanding officer being able to articulate specific reasons for not selecting the senior member, seniority in rank shall control. The Chief of Police, however, may designate officers (including commissioned officers), pending temporary provisional appointment, to temporarily fill vacancies caused by officers in the next highest rank who are off on long term paid leave status or have retired.
  - 1. The City and the Association agree, for all hours between 0200 and 0600 when no Lieutenant is scheduled to work, the Sergeant assigned to fill the Lieutenant position pursuant to paragraph C will be compensated at the Lieutenant rate. No Police Officer, however, will be permitted to fill the position of the Sergeant serving as a Lieutenant between the hours of 0200 and 0600.
- D. The division commander or the deputy chief must approve filling the position in advance.
- E. A member entitled to receive acting assignment pay compensation must complete a "Compensation Request/Equal Pay" (SFPD 319) card for the hours actually worked and submit the card to Payroll by the end of the pay period.
- F. The completed card must include the name and rank of the person replaced, if any, the beginning and ending dates and times of the acting assignment pay status and the actual dates circled on the back of the card.

All of the above conditions must be met before acting assignment compensation can be approved. In the normal absence (H) of a superior officer, the senior ranking officer on duty will be in charge, but will not be expected to perform the duties of the higher rank.

Section 16. Health and Dental Coverage.

A. Employee Health Coverage.

The City shall contribute annually for employee health benefits, the contribution required under the Charter.

In addition, the City shall contribute the full premium for the employee's own health care benefit coverage for "medically single" employees (i.e. employees not receiving a City contribution for dependent health care benefits).

B. Dependent Health Coverage.

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

C. The aforesaid contributions shall be paid to the City Health Services System, not be considered as a part of an employee's salary for the purposes of computing straight time earnings, compensation for overtime worked, premium pay, retirement benefits, or retirement contributions; nor shall such contributions be taken into account in determining the level of any other benefit which is a function of or percentage of salary.

D. Dental Coverage.

The City shall continue to provide dental benefits at the existing level.

E. Members shall be permitted to choose which available City plan they wish to participate in.

F. Benefits that are made available by the City to the domestic partners of other City employees shall simultaneously be made available to the domestic partners of members of the Department.

G. Hepatitis B Vaccine.

The City shall provide, at its cost, Hepatitis B vaccine immunization for members whose health plans do not provide the benefit.

H. Annual Tuberculosis Screening.

The City will provide, at its cost, annual tuberculosis screening for members.

I. Employee Assistance Program

The City shall continue to provide the existing or equivalent employee assistance benefits presently provided by United Behavioral Health.

Section 17. Retirement.

A. City Pick Up of Member Contributions.

The City shall pay member contribution costs to the San Francisco Employee Retirement System or California PERS where applicable, in the following amounts:

(1)	Tier 1 members	7%
(2)	Tier 2 members	7-1/2%
(3)	Harbor Police Officer	7-1/2%

The aforesaid contributions shall not be considered as part of an employee's salary 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 or percentage of salary. The City reserves the right to take said contributions into account for the purpose of salary comparisons with other employers.

The City will not treat these contributions as compensation subject to income tax withholding unless the Internal Revenue Service or Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

B. Members with twenty (20) years' service who leave the Department, but who retain their membership in the retirement system, shall be deemed to be retired for purposes of Penal Code section 12027.

C. Vacation and Compensatory Time Pay Options.

1. On retirement, members will have the option to receive the amount owed them by the City for vacation and compensatory time in a single payment or, alternatively, over a period of time consistent with the rate of pay for their classification at the time of their retirement. The amount due members electing the second option shall not be increased due to salary

increases occurring subsequent to their retirement date.

2. During the period a member is being compensated for vacation and/or compensatory time pursuant to #1 above, the Chief of Police may fill the position that member held at the time of his/her retirement, with a temporary appointment which shall be made from the eligible list, if any. In the event the eligible list will expire before the funding for the position is unencumbered by the retired member, the chief of police may request supplemental funding from the board of supervisors to fill the position on a permanent basis.

D. Rule changes by the City's Retirement Board regarding the crediting of accrued sick leave for retirement purposes shall be incorporated herein by reference. Any such rule changes, however, shall not be subject to the grievance and arbitration provisions of current Memorandum of Understanding or the impasse procedures of Charter Section A8.590-1 et seq.

#### Section 18. Trading Privileges.

A member may trade his or her tour of duty with another member of the same rank within his/her unit with the approval of his/her Commanding Officer, provided said trade results in no net increase in cost to the City and further provided that members shall not exceed one trade for every two pay periods. Such trades shall be paid back within 90 days.

#### Section 19 Seniority List.

The Department shall establish a master seniority list comprised of all members by Civil Service rank, which shall be maintained on a current basis, and which shall be posted each year from January 1 until December 31 in each district station, bureau and unit, in conspicuous places, and a copy thereof shall be delivered to the Secretary of the Association. Objections to the seniority list shall be reported to the Chief on or before January 15 of each year.

1. Traffic Company Seniority. Notwithstanding the preceding paragraph, seniority within the Traffic Company shall first be based upon the date of assignment to the Traffic Company. Should officers be assigned on the same date, their seniority on the Department's DGO 11.06 list will be determinative.

All objections shall be considered on their merits and appropriate actions shall be promptly taken.

During the term of this Agreement, the parties will jointly establish a six-person committee consisting of three appointees from each side. The Committee shall meet and confer regarding changes to the existing P-1 process. The parties mutually agree that they shall exercise due diligence to bring those negotiations to prompt conclusion. Any P-1 procedure negotiated by the Committee shall be considered an integral part

of this Agreement, and shall be incorporated herein in the form of a binding side letter.

Section 20. Watch Sign-Up.

A. Members at each unit or station shall have the right to sign up for the watch of their choice based on seniority on a semiannual basis.

1. Members assigned to a station or unit shall be assigned to watches according to a semi annual seniority sign-up.

B. Rules of the Sign-Ups.

1. Each unit/station will conduct two (2) seniority sign-ups per year as follows:

a. Commanding Officers will determine the size of each watch in advance of the sign-up.

b. Members will sign up for their choice of watch in order of seniority.

c. The sign-up will take place within the thirty (30) day period preceding ~~the~~ last pay days in February and August. Each will become effective on the first payroll period in February and August.

C. Transfers Between Stations.

1. If a member is transferred from one station to another by Department action, the member's current watch choice continues until the next station sign-up.

a. If a member transfers to another station at his/her own request, he/she forfeits his/her right to a particular watch, and may have to wait for the next station sign-up. If more than one member transfers to the same station, seniority shall apply to watch assignments for the interim period.

D. Applicability of the Watch Sign-Ups.

1. The seniority watch sign-up policy will apply to assignments to watches as determined by the Commanding Officer's analysis of deployment needs and to the Community/Neighborhood Policing Program.

2. Members who are reassigned to another watch as a result of the semiannual seniority watch sign-up shall be entitled to their original vacation selection based on prior sign-up.

- E. The District Station Commanding Officer shall have the authority to assign up to twelve (12) individual members without regard to seniority at Mission, Central and Northern Stations, and up to nine (9) members without regard to seniority at all other District Stations and up to five (5) for each of the two (2) Patrol Shifts at the Airport Bureau, for purposes of filling specialized and staff positions (i.e., permit investigation officer, school car, plain-clothes cars, special duty or community relations officer) but not limited to them, when it is necessary to have an individual assigned to a special unit which requires experience or other articulable qualifications possessed by the member to be assigned, and which experience or qualifications would not be attained by filling the assignment by seniority.

- F. The District Commanding Officer may assign members with the lowest qualifying seniority to another watch for the following reasons:
1. Agreement of officer after conducting a canvass of members of the station or unit.
  2. Need for non-probationary officers to work with probationary officers in order to field the platoon.
  3. Members who have a special need may be reassigned to another watch during the year based on need or unforeseen conditions which occurred after the semiannual watch sign up.
- G. Solo Motorcycle Officers

The following shall apply to Solo Motorcycle Officers in the ranks of "Police Officer."

1. There shall be one Department-wide transfer list for Co. K Solos and the Airport Bureau Solos.
2. For purpose of the bi-annual seniority sign-up, Solo Motorcycle Officers in Co. K and at the Airport Bureau will be treated as one unit.
3. The Airport Bureau Solo Motorcycle Officers shall have a unit seniority date of January 1, 2001 for the purposes, only, of the bi-annual seniority sign-up. These Officers shall have this unit seniority date for watch-sign purposes so long as they remain at the Airport Bureau.
4. In the event two Solo Motorcycle Officers from either Co. K or the Airport Bureau share the same unit seniority date, their departmental seniority date will be the tiebreaker for seniority sign-up purposes.
5. During each bi-annual seniority sign-up, Co. K will post its bid positions (currently estimated at 50 officers bidding for watches and watch/off groups); then Airport Bureau will post its bid positions (currently 6 officers, but anticipated to be expanded to 8 officers, bidding for watches and watch/off groups). Solo Motorcycle Officers, from either unit, may then sign-up for open positions in either unit on the basis of their unit seniority.
6. No member of the Co. K Solo Motorcycle Unit or the Airport Bureau Solo Motorcycle Unit assigned to such unit prior to January 1, 2001, will be displaced from their unit as a result of the bi-annual seniority sign-up.

7. Consistent with past practice, any Solo Motorcycle Officers assigned in the future to either Co. K or the Airport Bureau will commence their unit seniority on the first day of their assignment.
8. Any future Solo Motorcycle Officer vacancies in either Co. K or the Airport Bureau will be offered to the next officer on the P-1 list. Any officer filling a vacancy from the P-1 list shall remain in that assignment until the next bi-annual seniority sign-up. At that time any such officer may exercise his or her unit seniority to fill any vacancy in either unit.

H. Watch sign-ups are not final until five (5) calendar days prior to adoption.

Section 21. Vacation Sign-Up.

1. When using discretionary time off, members shall use accrued EH (Equivalent Holiday), FH (Floating Holiday), and/or PE (Physical Fitness Time) prior to using accrued VA (Vacation) and/or OU (Overtime Use). Members who have reached maximum vacation time accrual limits are exempted from the application of this section.
2. Members at each station or unit shall, by watch, sign up by seniority for vacation on an annual basis prior to the first pay period in March of each year but in all cases after the first watch sign-up in any calendar year. An appropriate and sufficient number of vacation slots shall be made available so that all members on a given watch may exercise their vacation rights.
3. Additionally, time shall be provided on such vacation sign-up to allow members, by reverse seniority, to sign up for one week compensatory time off.
4. If a member is transferred from one station or unit to another by Department action, his or her vacation choice shall continue. If a member transfers to another station or unit by his or her request, the member's choice of vacation may be forfeited based on staffing needs at the new assignment.

Section 22. Filling Vacancies.

When a vacancy occurs in a promotional rank, an eligible list exists for that rank, a position exists in the budget for the promotion and an appointment is made, the promotional appointment shall be made immediately on a permanent basis, provided such appointment is consistent with the consent decree.

Section 23. Physical Fitness Program

The physical fitness program as set forth in General Order 11.10 and as outlined in the Physical Fitness Program Information Booklet (revised July, 1993) shall remain in effect, and shall be available to all members covered under this MOU.

Section 24. Uniform and Clothing Reimbursement/Allowance.

A. Uniform and Clothing.

The City shall continue the practice of providing, at the same level, uniform clothing and equipment for members, including those assigned to the motorcycle/Honda units.

Section 25. Personnel Files

- A. The City shall maintain personnel files for each member. Members or their authorized representatives have the right to examine the contents of their master personnel files maintained by the Personnel Division during business hours Monday through Friday excluding legal holidays. Adverse comments may not be placed in the members' master personnel files without the members' having acknowledged notice of the adverse comments on the face of the document prior to placement of the comments in the files. Members may cause to be placed in their master personnel files responses to adverse material inserted therein and a reasonable amount of correspondence as determined by the Chief originating from other sources directly related to their job performance may be placed in members' master personnel files.
- B. Only persons authorized by the Commanding Officer of the Personnel Division may review a member's master personnel file.
- C. This section regarding member access and authorized review applies to materials contained in files of cases classified as improper conduct in the Management Control Division and EEO Unit after the Chief determines to proceed with disciplinary action. All other access to the files at the Management Control Division and EEO Unit must be pursuant to a valid discovery motion filed and approved by the Police Commission or a court of competent jurisdiction except as provided in paragraph D below regarding sealed reprimands except where access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

- D. Formal reprimands without further penalty more than two (2) years old, and those with additional penalty more than five (5) years old, will not be considered for purposes of promotion, transfer or special assignments. All officers shall have the right to review their master personnel file and identify all such documents. Upon concurrence of the Commanding Officer of Personnel that such documents have been appropriately identified, they will be placed in an envelope, sealed and initialed by the officer. The envelope will be placed in the officer's personnel file and will be opened only in the event that the officer is in the future subject to discipline or access is deemed by the City to pertain to investigations, EEO compliance, Consent Decrees or other legal or administrative proceedings.

Section 26. Bulletin Boards and Distribution of Materials.

- A. A reasonable amount of space on bulletin boards within police buildings shall be made available for the dissemination of Association literature. All literature shall be dated, shall be identified by affiliation and author, and shall be neatly displayed, and removed from said bulletin board when no longer timely. The Department agrees that Association literature shall not be removed from said bulletin boards without first consulting with the station, bureau, or unit representative of the Association to determine if the literature should remain for an additional period of time. The Department is authorized to remove any literature not posted within the specific limits of this section upon notifying the affected Association representative.
- B. Distribution of Association literature by any Association member shall be done so as not to interfere with or interrupt the performance of official police duties.

Section 27. Pregnancy, Maternity and Family Care Leaves.

- A. Pregnancy Policy.

The medical opinion of the member's attending physician as to the length of time the member can perform full duty without danger due to pregnancy will be honored subject to Civil Service Commission Rules.

At the time the attending physician notifies the Department in writing requesting limited duty status for the pregnant member, the member will be released to limited duty consistent with Department policy.

Pregnant members may wear their civilian clothing or, with the approval of the Department, a uniform modified for pregnancy. There is no official Department maternity wear.

Vacation and sick leave with pay may be taken by the pregnant officer at any time up to amount accumulated and consistent with Department and Civil Service Rules governing the use of such time.

B. Maternity Policy.

Maternity leave is the right of every member in accordance with Civil Service Commission Rules. Attached for informational purposes only as Appendix A is Civil Service Rule 220 (in part) dealing with leaves of absence (general requirements) and sick leave (sick leave - maternity).

The starting date for maternity leave is a decision of the member and her doctor.

The return date from maternity is a decision of the member and her doctor.

The member has the right to include vacation time in maternity leave.

When a member returns to work from her maternity leave, she will be reinstated to her original job (same location and shift) as assigned to her on the start date of her maternity leave.

C. Family Care Leave.

Family care leave shall be granted to members in accordance with Civil Service Commission Rule 220.

A member's return to work from family care leave shall be governed by the existing practices of the Department with respect to all other leaves of absence.

Section 28. Non-Emergency Special Event Assignments.

This Department is frequently called upon to provide police services for one-time special events such as, but not limited to, parades, marathons, community festivals, and bicycle races. These events take place on City streets and usually require large numbers of police officers.

In order to minimize the impact on the Department's ability to provide police services at the district stations, it is necessary to utilize off-duty personnel to augment the normal complement of officers assigned for duty on the day of the event. The EWW Overtime Fund is intended for this purpose.

The Department shall determine the number of officers that are needed to police the special event and utilize the following:

1. On-duty personnel working their regular watch who can be spared from normal police duties within the district.
2. Officers Working EWW. This group will include officers working beyond their normal tour of duty and officers working their normal watch off.

A member's regular watch shall not be changed more than three (3) hours to avoid the payment of overtime in the policing of an event of this sort except that management may adjust regular watches up to seven (7) hours for July 4<sup>th</sup>, October 31<sup>st</sup>, and December 31<sup>st</sup> without incurring overtime costs.

Specialized units in the Department (Tactical, Solos, Hondas, etc.) are an exception to this policy in that the very nature of their assignment requires flexible scheduling. EWW will be used for these units only if policing the event requires additional manpower beyond their normal operating complement.

A strict account will be made of each event utilizing EWW funds to ascertain actual cost for future reference.

Before preparing any operations order, District Station Commanding Officers shall confer with the Chief's designee as to whether or not this Special Order covers a specific event scheduled to occur within their district.

Section 29. Courtesy Parking System for Court Attendance.

The Department agrees to maintain the current courtesy parking system for members while attending court as a result of a subpoena on behalf of or in defense of the City or the Department when attendance is in the Hall of Justice.

Section 30. Meals and Breaks During Demonstrations.

- A. The Department shall provide meals or a reasonable meal break time for members assigned to special events where active duty thereat continues for more than four (4) consecutive hours. If the Department fails to or is unable to provide such meals, the Association may do so and will be reimbursed for the reasonable cost thereof on such occasions by the Department. This provision is subject to the development of procedures by the Department for the reimbursement for the cost of meals provided by the Association.
- B. The Department shall assure that members have reasonable access to restroom facilities during special events where active duty thereat continues for more than (4) consecutive hours.

Section 31. District Station Parking.

The City will make a reasonable effort to provide adequate parking to members at the district stations.

Section 32. Code Book.

The Department shall make available to all units at least two (2) complete sets of Code Books and Department Orders which shall include, but not be limited to, the following: Penal Code, Police Code, Vehicle Code, Park Code, Health Code, Fire Code, Training Bulletins, Information Bulletins, Special Orders, General Orders. Of the two (2) complete sets, one (1) set shall be kept in the station equipment room which is accessible to the station keeper or his/her designee and made available to all members.

The Department will amend DGO 3.08 (Court Appearances by Members) to allow officers working a midnight shift (a ten hour shift beginning on or after 2100), to adjust their shift hours to accommodate a court appearance on the succeeding day, provided minimum staffing levels are met (i.e., an officer may adjust his or her shift from 2200-0800 to 2300-0900 or 0001-1000).

Section 33. Release Time for POA Representatives.

A member may designate another member below the rank of Commander to represent him/her in grievance or discipline meetings mutually scheduled with Department management and scheduled appeals hearings without loss of pay or benefits to the extent such representation occurs on regular scheduled time, and provided such use of on-duty time is reasonable.

A reasonable number of Association representatives may participate with management in mutually scheduled employer-employee relations meetings on their regularly scheduled duty time without loss of pay or benefits.

Section 34. Grievance Procedure.

The City and the Association recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances, as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

Grievances or disputes regarding the application or interpretation of this Agreement or relating to working conditions arising out of this Agreement, or relating to *General Orders 3.08, 3.15, 11.01, 11.03, 11.05,*

*11.06 and 11.10*, including the arbitrability thereof, shall be settled in conformity with the following procedure. Except, however, actions taken by the City that are necessary to ensure compliance with federal, state or local laws, ordinances or regulations, or that are mandated by the terms of a consent decree, shall not be grievable hereunder. After notice of such intended action by the City, the Association may however, offer in writing its view on compliance and possible alternative solutions, within ten days to the Chief of Police who shall respond in writing to the Association within 10 business days. In addition, in the event the City acts on a matter it has reasonably determined to be mandated by or necessary to ensure compliance with a consent decree or with federal, state, or local laws, ordinances or regulations, that action shall not be grievable hereunder. In the event a grievance is filed relating to such actions, arbitrability shall be determined by a court of competent jurisdiction.

#### Step I.

Where a member of the bargaining unit initiates the grievance, the member shall submit the grievance in writing to the member's immediate supervisor within thirty (30) days of the facts or event giving rise to the grievance. The supervisor shall attempt to adjust the grievance at the time and render a written decision within seven (7) calendar days.

#### Step II.

If the grievance is not resolved in Step I, the grievant or the Association representative shall submit the grievance in writing to the commanding officer. The grievance must be filed with the commanding officer not later than seven (7) calendar days after receipt of the decision by the member from the immediate supervisor, stating the reasons why the Step I answer was not satisfactory.

After review and discussion, the commanding officer shall notify the grievant(s) and the Association representative within seven (7) calendar days of receipt of the grievance, in writing, of the decision and the reasons.

#### Step III.

If the grievance is not resolved in Step II, the Association representative shall submit the grievance to the Chief of Police within seven (7) calendar days after receipt of the commanding officer's decision stating the reasons why the Step II answer is not satisfactory.

The Chief will review the material submitted and shall hold a meeting on the grievance at the request of the Association representative on behalf of the grievant, unless the Chief is not empowered to act. The Chief shall respond in writing to the grievant, and the Association, within ten (10) working days.

#### Step IV.

If the grievance is not resolved at Step III, the Association has the right to appeal the decision of the Chief of Police to arbitration. Prior to doing so and within seven (7) calendar days, the Association shall notify the Chief of Police and the Director, Employee Relations Division or his/her designee of the Association's decision to so appeal, and shall forward the relevant materials to the Director, Employee Relations. The Director, Employee Relations shall have twelve (12) calendar days after receipt of the written grievance to review and seek resolution of the grievance.

If the Director, Employee Relations is unable to resolve the grievance to the mutual satisfaction of the parties in the time prescribed, the grievance may then be submitted only by the Association to arbitration.

The arbitrator shall be an impartial person selected by mutual consent of the parties. If the parties cannot agree on an arbitrator within seven (7) calendar days from the date of receipt of the Employee Relations Division's response, the parties shall select an arbitrator from a list of seven (7) names from the California State Mediation and Conciliation Service.

The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

Notwithstanding any other provisions of this MOU, disciplinary or punitive actions described in Charter section 8.343 cannot be grieved or arbitrated. An arbitrator selected pursuant hereto shall have no authority to hear or decide any such disciplinary or punitive actions.

An Arbitrator selected pursuant to this Agreement shall have no power or authority to alter or supersede the Charter, the Civil Service Commission rules, the Administrative Code or the Federal Consent Decree.

The parties shall share the jointly-incurred costs of the arbitration proceedings. Each party shall in good faith divulge to the other party all available material facts at the time said party acquires knowledge thereof concerning the matter in dispute.

Nothing herein shall restrict the right of the City or the Department to initiate grievances under this Agreement. In such instance, only Steps III and IV shall be applicable prior to the determination to proceed to arbitration.

#### Section 35. Rights of Individual Members.

- A. A member may not be disciplined or subjected to punitive action without written notice of the

disciplinary action. The member is entitled to receive a copy of the charges and material upon which the disciplinary action is based. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

- B. The Employer agrees to use the principle of progressive discipline in the application of punitive action where appropriate. The Employer is not precluded from imposing suspension and/or termination if the facts so indicate without first imposing lesser forms of punitive action. This provision shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
- C. The Department shall not subject a member to examination by the Police Physician without informing the member of the underlying reasons for the examination. Members are entitled to have a person of the same sex designated by the Chief of Police present during any examination by the Police Physician . A member may seek an opinion of another physician of his/her choice and at his/her own expense and this supplemental report of such physician is to be submitted to the Police Physician . The Police Physician must consider the supplemental information in making his recommendation to the Chief. The member is entitled to receive a copy of the recommendation of the Police Physician's final report. The Chief of Police will make the final decision as to the recommendation filed by the Police Physician .

Section 36. Access to Records of Office of Citizen Complaints.

It is agreed that a complainant's Office of Citizen Complaints (OCC) complaint form shall be released to the complainant upon request.

Notwithstanding any other provision of this Memorandum of Understanding, in the event an OCC investigative hearing is determined to be appropriate and is scheduled, the affected member and the complainant, prior to said hearing and upon seventy-two (72) hours' advance notice, shall have access to all evidence not deemed to be confidential pursuant to the Police Commission rules. Such access shall consist of inspection of materials and, upon request, copies of materials for use by the member and the complainant.

Review and receipt of evidence shall be permitted only upon the execution by the requesting party and his or her representative of a confidentiality statement approved by the Police Commission. The Police Commission shall monitor the application of this paragraph and shall implement policies and procedures designed to ensure compliance herewith.

Summary disposition reports, the format of which shall be set by the Police Commission and which shall include a brief description of the complaint and summary findings of fact, shall be prepared by the OCC in matters that are not sustained, as well as in those matters which are disposed of by the Chief of Police and do not result in a Police Commission hearing. These reports shall be available for public review and disclosure. Such reports shall not contain the name(s) of the complainant(s) nor of the charged officer(s) nor contain any information which would (a) deprive a person of the right to a fair trial or an impartial adjudication; (b) disclose investigative techniques and procedures deemed confidential by the Police Commission; (c) disclose confidential information when disclosure is prohibited by any law; (d) endanger the life or physical safety of any person, including but not limited to, law enforcement personnel; or (e) result in an unnecessary invasion of the personal privacy of an individual.

The OCC, in conjunction with the Police Commission, shall develop procedures which may utilize face-to-face dispute resolution in appropriate cases. Use of these procedures will be voluntary and subject to the veto power of the OCC for the complainant or the affected member.

Disputes regarding this section shall be resolved by utilization of existing rules and regulations and shall not be subject to the grievance and arbitration procedure contained in this Memorandum of Understanding.

Section 37. Employee Training Reimbursement Program.

The City will contribute five thousand dollars (\$5,000) annually to the Employee Tuition Reimbursement Program for the exclusive use of employees covered under this MOU.

Subject to available monies, a member may submit a request for tuition reimbursement up to five-hundred dollars (\$500) during each fiscal year.

Section 38. Wellness Programs.

A. Wellness Program:

The City shall continue to provide a wellness program as follows:

- a) Employees must establish and maintain a core bank of sick leave hours in order to qualify for the wellness program. That core bank shall be a minimum of three hundred (300) hours.
- b) Once an employee has established their core bank of sick leave hours (as provided in (a) above) they shall be entitled to an annual conversion of sick leave hours for cash out payment under the above conditions. If an employee utilizes thirty (30) hours or less of sick

leave in a fiscal year, they shall be entitled to cash out fifty (50) hours accrued during that fiscal year. If an employee utilized more than thirty (30) hours of sick leave in a fiscal year, they are not eligible for any sick leave cash out. Hours donated to catastrophic sick leave bank(s) shall not be considered sick leave utilization for purposes of this paragraph.

- c) Payment of the cash out shall take place on annual basis on the pay period closest to June 1 for each remaining fiscal year of this Agreement.
- d) The aforesaid payments shall not be considered as part of an employee's salary for the purpose of computing retirement benefits or retirement contributions.

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

Effective July 1, 2002, any full-time employee leaving the employment of the City upon service or disability retirement may receive payment of a portion of accrued sick leave credits at the time of separation.

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

#### Example of Calculation

Employee A retires with 20 years of service.

Employee A has a sick leave balance of 500 hours.

Employee A has a base salary rate of \$25.00 per hour at the time of separation.

Wellness Incentive = 2.5% for each year of service x 20 years of service = 50%

50% x 500 hours = 250 hours.

250 hours x \$25.00 (base salary at time of separation) = \$6,250.00

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

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

Section 39.    Severability.

Should any provision of this Memorandum or the application of such provision to any person or circumstances, be held invalid, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

Section 40.    Duration.

This Agreement shall be effective upon ratification and shall be effective from July 1, 2001 until June 30, 2003.

